

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
1	CCCCO	California Department of Mental Health Atascadero State Hospital	N/A	Linda S. Parsons	Agreement # 10-10112 - Allied Health Education Program Agreement		California Department of Mental Health Atascadero State Hospital	N/A	04/01/11	03/30/14	The term of this Agreement is: April 1, 2011 through March 31, 2014.	<p>Either party may terminate this Contract by giving thirty (30) days written notice to the other party. The notice of termination shall specify the effective date of termination. Upon the Contractor's receipt of notice of termination from the California Department of Mental Health (CDMH), and except as otherwise directed in the notice, the Contractor shall: (A) Stop work on the date specified in the notice; (B) Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Contract up to effective date of termination. (C) Terminate all order and subcontracts; (D) Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts. (E) Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress. In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and</p>	<p>Renewal agreement between the KCCD, on behalf of Bakersfield College, Porterville College, and Cerro Coso Community College, and California Department of Mental Health Atascadero State Hospital. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study, and learn in a clinical facility.</p>	N/A

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2	CCCCO	Capacity Building for Nursing Program Enrollment Growth and Retent. - ADN / RN	N/A	Brenda Fong	Grant - # 06-119-01 <b>(See Amendment #1 below)</b>	Career Technical Education	Capacity Building for Nursing Program Enrollment Growth and Retention	RP114	06/01/07	08/31/10	The term of this grant shall be from June 1, 2007 to and including August 31, 2010. The first performance period shall be from June 1, 2007 to June 25, 2008. The second performance period shall be from June 27, 2008 to June 25, 2009. The third funding period will be from June 27, 2009 to June 30, 2010. The submission for final reports will be August 31 of each fiscal year.	unknown	New grant agreement 06-119-01 between the KCCD, on behalf of Bakersfield College, and the California Chancellor's Office for the Capacity Building for Nursing Program Enrollment Growth and Retention Grant. The purpose of this grant is to provide resources to upgrade and purchase equipment, and to remodel classrooms in order to expand enrollment. Also provides funding for the development and implementation of a comprehensive program of diagnostic assessment, pre-nursing enrollment preparation courses, and program based support. This will improve the college's retention rate.	R
3	CCCCO	Capacity Building for Nursing Program Enrollment Growth and Retent. - ADN / RN	N/A	Brenda Fong	Grant - # 06-119-01 Amendment #1 <b>(See Amendment #2 below)</b>	Career Technical Education	Capacity Building for Nursing Program Enrollment Growth and Retention	RP114	06/01/07	06/30/10	Performance under the third funding period shall begin July 1, 2008 and end June 30, 2009 for the augmentation of \$57,000; performance for the fourth funding period shall begin July 1, 2009 and end June 30, 2010.	unknown	<b>Amendment #1</b> to the grant agreement 06-119-01 between the KCCD, on behalf of Bakersfield College, and the State of California, Chancellor's Office of the California Community Colleges. The Amendment will augment the grant agreement with Nursing Education Program funds by \$50,000 in 2007-08, \$57,000 in 2008-09 and \$278,000 in 2009-10. This will allow our Nursing (RN) Program to sustain our current enrollment capacity. The augmentation increases the original amount payable to the District from \$855,500 to \$1,240,500.	R

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4	CCCCO	Capacity Building for Nursing Program Enrollment Growth and Retent. - ADN / RN	N/A	Brenda Fong	Grant - # 06-119-01 Amendment #2	Career Technical Education	Capacity Building for Nursing Program Enrollment Growth and Retention	RP114	06/01/07	12/31/10	Performance under the 4th funding period (July 1, 2009 to June 30, 2010) shall be extended 6 months, to and including December 31, 2010. A Final Report and Final Report of Expenditures for the first funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	<b>Amendment #2</b> between the KCCD, on behalf of Bakersfield College, and the State of California, Chancellor's Office of the California Community Colleges. This Amendment extends the performance under 4th funding period (July 1, 2009 to June 30, 2010) 6 months, to and including December 31, 2010. A Final Report and Final Report of expenditures for the first funding period must be received at the Chancellor's Office by January 31, 2011. This grant is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner. All of the terms and conditions of the original grant agreement remain the same.	R
5	CCCCO	Comm. Collab. Proj. Pathways Initiative	N/A	Ron Selge	Agreement - Grant # 10-140-520	Career Technical Education	California Community Colleges Chancellor's Office	RP012-11BSG6 SB70 CTE Core	04/01/11	03/31/13	The term of this grant shall be from April 01, 2011 to March 31, 2013. The Final Report must be submitted within 30 days from the grant end date.	unknown	<b>RENEWAL</b> Grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Governor's Career Technical Education (CTE) Pathways Initiative: Core CTE Community Collaborative Project Funding (SB70). The Southern & Eastern Sierra Tech Prep/SB70 Collaborative implements a strong CTE program in its extended service area. This project addresses the urgent demand for highly trained and skilled technicians in local, state and national workforces. This grant will also support implementation of high school to community college career pathways in the Energy and Utilities Sectors using curriculum aligned with industry and National Career Cluster Standards.	R

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6	CCCCO	Comm. Collab. Proj. Pathways Initiative	N/A	Ron Selge	Agreement - Grant # 10-141-520	Career Technical Education	California Community Colleges Chancellor's Office	RP012-11BSG7 SB70 CTE Core	04/01/11	03/31/13	The term of this grant shall be from April 01, 2011 to March 31, 2013. The Final Report must be submitted within 30 days from the grant end date.	unknown	<b>RENEWAL</b> Grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Governor's Career Technical Education (CTE) Pathways Initiative: Core CTE Community Collaborative Project Funding (SB70). The Southern & Eastern Sierra Tech Prep/SB70 Collaborative implements a strong CTE program in its extended service area. This project addresses the urgent demand for highly trained and skilled technicians in local, state and national workforces. This grant will also support implementation of high school to community college career pathways in the Energy and Utilities Sectors using curriculum aligned with industry and National Career Cluster Standards.	R
7	CCCCO	Comm. Collab. Proj. Workforce Innov. Ptnrship.	N/A	James Harris	Agreement - Grant # 09-141-520 (See Amendment below)	Career Technical Education	California Community Colleges Chancellor's Office	RP012-11BSG4 SB70 CTE Supplemental	02/01/10	03/31/12	The term of this grant shall be from February 01, 2010, to and including March 31, 2012. All performance under must be completed by February 29, 2012. The Final Report must be submitted within 30 days from the grant end date. (See Amendment below)	unknown	<b>RENEWAL</b> grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Governor's Career Technical Education (CTE) Pathways Initiative: Supplemental CTE Community Collaborative Project. This grant will support implementation of high school to community college career pathways in the Energy and Utilities Sectors using curriculum aligned with industry and National Career Cluster Standards in rural and remote locations. This grant will provide funding for high school faculty and counselors from rural and remote areas of our District to participate in high school to college collaboration, articulation and planning.	R
8	CCCCO	Comm. Collab. Proj. Workforce Innov. Ptnrship.	N/A	James Harris	Agreement - Grant Amendment No. One # 08-141-520	Career Technical Education	Chancellor's Office of the California Community Colleges	RP012-11BSG4 SB70 CTE Supplemental	06/30/10	12/31/10	Performance in the funding period of February 1, 2009 through June 30, 2010 shall be extended through December 31, 2010. The Final Report for this funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	<b>AMENDMENT No. One</b> to the Economic and Workforce Development Grant Agreement- Career Technical Education Community Collaborative Supplemental between the KCCD and the California Community Colleges Chancellor's Office. The Amendment extends the performance period from June 30, 2010 to December 31, 2010. All other terms and conditions of the original grant agreement shall remain the same. The grant's purpose is to provide the region with additional resources to facilitate services to rural and remote areas.	E

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9	CCCCO	Comm. Collab. Proj. Suppl. Funding	N/A	James Harris	Agreement - Grant # 09-142-520 (See Amendment No. One below)	Career Technical Education	California Community Colleges Chancellor's Office	RP012-11BSG5 SB70 CTE WIP	05/01/10	02/29/12	The term of this grant shall be from May 01, 2010, to and including February 29, 2012. (See Amendment No. One below)	unknown	RENEWAL grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Governor's Career Technical Education (CTE) Pathways Initiative: Workforce Innovation Project (WIP) Funding. This grant will fund implementation of a high school to community college career pathway in Health Information Technology (HIT). This program will develop a pathway for students to follow that will lead to a nationally accepted certification and careers in a field with current and projected very high demand. This pathway will utilize currently offered high school classes articulated with classes at all of our regional colleges and the creation of new career specific classes at our colleges.	R
10	CCCCO	Comm. Collab. Proj. Suppl. Funding	N/A	James Harris	Agreement - Grant Amendment No. One # 08-142-520	Career Technical Education	Chancellor's Office of the California Community Colleges	RP012-11BSG5 SB70 CTE WIP Workforce Innovation Partnership	06/30/10	12/31/10	Performance in the funding period of February 1, 2009 through June 30, 2010 shall be extended through December 31, 2010. The Final Report for this funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	Amendment No. one to the Economic and Workforce Development Grant Agreement-Career Technical Education Workforce Innovation Partnership between the KCCD and the California Community Colleges Chancellor's Office. The amendment extends the performance period from June 30, 2010 to December 31, 2010. All other terms and conditions of the original grant agreement shall remain the same. The grant's purpose is to provide additional resources to the collaborative to develop career pathways in renewable energy careers. Activities include middle school career exploration, high school to college articulation and professional development for faculty, teachers and counselors.	E
11	CCCCO	Comm. Collab. Proj. Suppl. Funding		Jeanine Estrada	Grant Agreement # 11-112-520	Career Technical Education	Chancellor's Office of the California Community Colleges	RP012-11BSG9 CTE Transitions Allocations	07/01/11	06/30/12	July 1, 2011 - June 30, 2012	unknown	New grant award between the KCCD, and the California Community Colleges Chancellor's Office. This grant will fund activities to promote career exploration, validate existing articulation agreements, support credit by exam procedures, support concurrent enrollment options and support coordination of workplace learning, internship and placement opportunities in collaborative colleges.	R, E

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12	CCCCO	Equip. Funds/Nursing & Allied Health	N/A	Jeanine Estrada	Grant Agreement (See Amendment below)	Career Technical Education	Equipment for Nursing and Allied Health Programs (See Amendment below)	RP118	04/01/08	11/30/09	The term of this grant shall be from April 1, 2008, to and including November 30, 2009. All performance under this grant shall be completed by September 30, 2009, except for the submission of the final report that is due by November 30, 2009. (See Amendment below)	unknown	New grant funding on behalf of Bakersfield College, Cerro Coso College, and Porterville College, from the California Community Colleges Chancellor's Office, Career Technical Education for the purchasing of equipment for the Nursing and Allied Health Programs. The purpose of this grant is to help bring the learning skills' labs at all 3 colleges in the district up to standards reflective in our health care industry. Funding will be used to purchase equipment for all 3 campuses to be used by all allied health programs. These purchases will help reduce the high attrition rates by providing a more realistic learning experience for the student. (See Amendment below)	R
13	CCCCO	Equip. Funds/Nursing & Allied Health	N/A	Jeanine Estrada	Grant Agreement - 1st Amendment	Career Technical Education	Equipment for Nursing and Allied Health Programs	RP118	04/01/08	12/31/09	Performance under the funding period (i.e. April 1, 2008 to September 30, 2009) shall be extended 3 months, to and including December 31, 2009. A Final Report of Expenditures must be received at the Chancellor's Office by January 30, 2010.	unknown	Amendment No 1 to the Career Technical Education-Equipment for Nursing and Allied Health Programs' Grant, on behalf of Bakersfield College, Cerro Coso College, and Porterville College, from the California Community Colleges Chancellor's Office. This Amendment extends the current performance ending date from September 30, 2009 to and including December 31, 2009. All other terms and conditions of the original grant agreement shall remain the same. This grant assists the colleges in bringing the learning skills' labs up to standards reflective in our health care industry.	R
14	CCCCO	Health Information Technology (HIT)		Charles Parker	Grant Agreement No. AO-400	Career Technical Education	California Department of Education	New RP-- Tech Prep Demonstration Site Grant in the Industry Sector Finance and Business	07/01/10	06/30/11	Starting July 1, 2010; ending June 20, 2011	unknown	New grant between the KCCD, and the California Department of Education. This grant will be used to fund the creation of a high quality, industry-validated, Career Technical Education Program of Study in Health Information Technology (HIT) The U.S. Labor Department and Industry studies' predict that job demand for this career will increase 20% in the next eight years and will present opportunities for employment throughout the region. The Southern and Eastern Sierra Tech Prep Consortium is composed of four community colleges - Bakersfield, Cerro Coso, Porterville and Taft College. These four regional colleges and all feeder high schools will be able to participate in this program.	R, E

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15	CCCCO	Nursing Education Program		Steve Bruckman	Grant Agreement - Nursing Education Program #10-116-016, RFA Spec # 10-0116 (See Amendment No. 1 below)		Nursing Education Program Enrollment Growth and Retention for Registered Nursing Programs (See Amendment No. 1 below)	RP128 Enrollment Growth & Retention	07/01/10	06/30/12	The term of this grant shall be from July 1, 2010 to June 30, 2012. The final report must be submitted within 60 days of the final performance date of each funding period. (See Amendment No. 1 below)	unknown	Grant funding between the KCCD, on behalf of Bakersfield College, and the California Community Colleges, Chancellor's Office, Nursing Education Program-Enrollment Growth and retention for Registered Nursing Programs. The purpose of this grant is to maintain enrollment capacity in the Associate Degree of Nursing program. The grant will also allow BC to continue to provide case management services for Associate Degree of Nursing students thereby increasing program success and retention rates as well as student's first-time pass rates on the licensure exam.	R
16	CCCCO	Nursing Education Program		Steve Bruckman	Grant Agreement - Nursing Education Program #10-116-016, RFA Spec # 10-0116 (See Amendment No. 1 below)		Nursing Education Program Enrollment Growth and Retention for Registered Nursing Programs	RP128 Enrollment Growth & Retention	07/01/10	06/30/12	Term of <u>first funding period</u> is extended from July 1, 2011 to December 31, 2011.	unknown	Amendment No. 1 to the Grant Agreement between the KCCD, on behalf of Bakersfield College, and BOG, California Community Colleges Chancellor's Office. This Amendment No. 1 extends the first funding period of the Grant by three months from July 1, 2011 to December 31, 2011. The Final Report must be submitted within thirty (30) days of the new end date. This Amendment No. 1 also reduces the 2011-2012 funds of the second year by \$114,000, from \$289,187 to \$175,187. The total revised income to the District is \$175,187. All other terms and conditions of the original grant agreement remain in full force and effect.	R

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17	CCCCO	Nursing Faculty Recruit. & Retent.	N/A	Jeanine Estrada	Grant	Career Technical Education	Nursing Faculty Recruitment and Retention Program	RP112	05/14/07	08/31/11	The term of this grant shall be from May 14, 2007 to and including August 31, 2011. Subsequent performance periods will begin on July 1 of each fiscal year. All performance under each one of the funding periods must be completed by June 30, of each respective funding period, except for the submission of any final reports that may be required by Article I of the Grant Agreement. The submission date for final reports will be August 31 of each fiscal year.	unknown	New grant award between the KCCD, on behalf of Bakersfield College, and the California Community College Chancellor's Office for the Nursing Faculty Recruitment and Retention Program. The purpose of this grant is to increase recruiting and retention of nursing faculty by augmenting salaries through the use of stipends for (1) full-time nursing faculty with less than 6 years teaching experience, and (2) full or part-time faculty teaching evening/nights or weekend clinical rotations.	R
18	CCCCO	Nursing-RN Prog Dev	N/A	Barbara Whitney	Grant	Career Technical Education	New Two-Year Associate Degree Registered Nursing (RN) Program Development		06/01/08	08/31/10	The term of this grant shall be from June 1, 2008, to and including August 31, 2010. All performance under this grant shall be completed by June 30, 2010, except for the submission of any Final Report that may be required by Article I of the Grant Agreement.	unknown	A new grant award on behalf of Porterville College from the Chancellor's Office of California Community Colleges. The grant will provide the means to develop a 2-year RN program at Porterville College and the addition of one portable building to house a new 14-bed skills lab. The addition of the 2-year RN program would meet the needs of the community and is supported by the mission of the college by the addition of a career/technical education program. Porterville ranks as number for having the worst RN to patient ratio in the State of California. The RN program would help alleviate this shortage	R



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19	CCCCO	Tech Prep Title II - Perkins Funding RP411	N/A	Jeanine Estrada	Grant - Renewal # 10-139-520	California Community Colleges Chancellor's Office - Career Technical Education	Tech Prep Program Allocation CTEA, Title II, Perkins IV Funding	RP411 - Tech Prep	07/01/10	06/30/11	The term of this allocation agreement shall be from July 1, 2010, to and including August 31, 2011. All performance under this allocation agreement shall be completed by June 30, 2011, except for the submission of any Year-to-Date Expenditure and Progress Report and Final Report that is required by Article I of the Allocation Agreement.	unknown	<b>RENEWAL</b> grant funding between the KCCD and the California Community Colleges Chancellor's Office Career Technical Education Initiative - Tech Prep, Title II, Perkins IV. The Kern/Tulare Community Collaborative and its extended service area have formed a partnership in implementing a strong Career Technical Education (CTE) Program. This grant will allow the District to link high school and two year college programs in specific technical fields and occupational areas. The Tech Prep Program addresses the urgent demand for highly skilled industrial technicians and other trained workers in technology rich environments in the local, state and national work forces.	R
20	CCCCO	MESA	N/A	Sally Montemayor Lenz	Grant 11-101-008	Fund for Student Success	MESA	RP380 MESA CCCP	07/01/11	06/30/12	The term of this grant shall be from July 1, 2011 to June 30, 2012. The Final Report must be submitted within 30 days of the grant end date.	unknown	Grant funding, on behalf of Bakersfield College, from the California Community Colleges Chancellor's Office, Fund for Student Success, for the Mathematics Engineering Science Achievement Program ("MESA"). The MESA grant provides for academic support to students in the disciplines of mathematics and sciences and also serves underrepresented students who are financially and educationally disadvantaged.	R, E

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21	CCCCO	REBRAC - Clean Energy Industry Driven Regional Collaborative (IDRC)		Katie Gilks	Agreement - Grant No. 10-326-179 <b>(See Amendment #1 below)</b>	Economic & Workforce Development	California Community Colleges Chancellor's Office	New RP	07/01/10	06/30/11	The term of this grant shall be from July 1, 2010, to June 30, 2011. The final report must be submitted within 60 days of the grant end date. <b>(See Amendment below)</b>	unknown	New grant award on behalf of the KCCD and the California Community College Chancellor's Office, Economic and Workforce Development (EWD) Program/Clean Energy Industry Driven Regional Collaborative (IDRC). The KCCD Clean Energy IDRC supports critical workforce training needs in three ways. First, the KCCD Clean Energy IDRC develops and disseminates training for clean energy workers including automotive and truck mechanics, energy efficiency professionals, green building professionals, utility workers, and commercial and residential-scale wind and solar technicians. Second, the KCCD Clean Energy IDRC builds the regional capacity of central California colleges to provide clean energy training and could be implemented statewide. Third, the KCCD Clean Energy IDRC extends the clean energy training geographically and demographically to support workers and employers throughout central California who need a pipeline of trained skilled workers. The Clean Energy IDRC will direct training in its local service area to 345 new, re-training and incumbent workers; train 60 faculty members in train-the-trainer workshops throughout the region; and provide 120 hours of additional technical assistance. Of the 345 trainees, 105 graduates will get new positions and retain them for 90 days and 190 employment for at least six months.	R
22	CCCCO	REBRAC - Clean Energy Industry Driven Regional Collaborative (IDRC)		Katie Gilks	Agreement - Grant No. 10-326-179 <b>Amendment #1 (See Amendment #2 below)</b>	Economic & Workforce Development	California Community Colleges Chancellor's Office	RP417-11BJ01 Industry Driven Regional Collaborative	07/01/10	12/31/11	Performance in the funding period of July 1, 2010, through June 30, 2011, shall be extended through December 31, 2011. The Final Report must be submitted within 30 days after the new end date. <b>(See Amendment #2 below)</b>	unknown	Amendment #1 to the Economic and Workforce Development Grant Agreement between the KCCD and the California Community Colleges Chancellor's Office. This Amendment extends the performance period from July 1, 2011 to December 31, 2011. All other terms and conditions of the agreement remain in full force and effect.	N/A

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23	CCCCO	REBRAC - Clean Energy Industry Driven Regional Collaborative (IDRC)		Katie Gilks	Agreement - Grant No. 10-326-179 <b>Amendment #2</b>	Economic & Workforce Development	California Community Colleges Chancellor's Office	RP417-11BJ01 Industry Driven Regional Collaborative	07/01/11	06/30/12	Performance in the funding period of July 1, 2010, through December 31, 2011, shall be extended through June 30, 2011. The Final Report must be submitted within 30 days after the new end date.	unknown	Amendment #2 to the Economic and Workforce Development Grant Agreement between the KCCD and the California Community Colleges Chancellor's Office. This Amendment extends the performance period from December 31, 2011 to June 30, 2012. All other terms and conditions of the agreement remain in full force and effect. The grant's purpose is to provide workforce training, technical education, assistance and outreach to businesses to reduce California's dependency on foreign oil, promote cleaner air, and insure that businesses remain competitive in a global market. The Workplace Learning Resource Center's goal is to invest in the skills of California's workforce through highly specialized industry training, technical consulting and business development. The purpose of this amendment is to satisfy the deliverables of the grant requirements.	N/A
24	CCCCO	REBRAC - Reg. Environ. Bus. Res. Asst. Ctr.	N/A	Steve Bruckman	Grant - Amendment No. 1 to Renewal <b>08-306-013</b>	Economic & Workforce Development	Environmental Training Center (REBRAC)	RP449 ??	07/01/08	12/31/09	(See Amendment Term below): The term of this grant shall be from July 1, 2009, to June 30, 2010. The final report must be submitted within 60 days of the grant end date.	unknown	<b>AMENDMENT No. 1</b> - between the KCCD and the California Community Colleges, Chancellor's Office, and the Economic Development Regional Environmental Training Center. The amendment extends the performance period from June 30, 2009 through December 31, 2009, and increases funding by \$11,474 for a total amount awarded for FY2008-2009 to \$216,474. All of the other terms and conditions of the original grant agreement remain the same.	R
25	CCCCO	REBRAC - Reg. Environ. Bus. Res. Asst. Ctr.	N/A	Steve Bruckman	Grant - Renewal <b>09-306-013 (See Amendments Nos One &amp; Two below)</b>	Economic & Workforce Development	Environmental Training Center (REBRAC)	RP449 ??	07/01/09	06/30/10	Amendment Term: The term of this grant shall be from July 1, 2009, to June 30, 2010. The final report must be submitted within 60 days of the grant end date. (See Amendments Nos. One & Two below)	unknown	<b>RENEWAL</b> - between the KCCD and the California Community Colleges, Chancellor's Office, and the Economic Development Regional Environmental Training Center. The Economic Development Regional Environmental Training Center provides training, and consulting services to small and medium-sized businesses throughout the Central Valley in the areas of environmental compliance per the requirements of the state.	R

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26	CCCCO	REBRAC - Reg. Environ. Bus. Res. Asst. Ctr.	N/A	Steve Bruckman	Grant - Amendment No. <u>One</u> and <u>Two</u> # <b>09-306-013</b>	Economic & Workforce Development	Chancellor's Office of the California Community Colleges -- Environmental Training Center (REBRAC)	RP415	07/01/09	12/31/10	The new award amount for 2009-10 shall not exceed \$107,361. Performance in the funding period of July 1, 2009 through June 30, 2010 shall be extended through December 31, 2010. The Final Report for this funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	<b>AMENDMENTS Nos. One and Two</b> to the Economic and Workforce Development Grant Agreement - Environmental Training Center between the KCCD and the California Community Colleges Chancellor's Office. Amendment No One and Two reduces the 2009-10 original awarded amount of \$216,474 to \$107,361. Amendment No. Two also extends the term of the grant from June 30, 2010, to December 31, 2010. All other terms and conditions of the original grant agreement shall remain the same. The grant's purpose is to provide Environmental Training to businesses within the Central California Region.	R
27	CCCCO	Small Bus. Develop. Ctr - SBDC RP402	N/A	Teresa Parkison	Grant - Renewal # 11-311-037 ( <b>See Amendment No. 01 below</b> )	Economic & Workforce Development	California Community Colleges Chancellor's Office	RP402 - Business & Entrepreneurship Center	07/01/11	06/30/12	The term of this grant shall be from July 1, 2011 to June 30, 2012. The Final Report must be submitted within 60 days of the grant end date.	unknown	<b>Renewal</b> of grant funding between the KCCD and the California Community Colleges Chancellor's Office, Economic Workforce Development Program, Business and Entrepreneurship Center. The Business & Entrepreneurship Center (Kern BEC) strengthens, assists and expands the business success and entrepreneurship through partnership and collaborations with business, industry, education and government. The Kern BEC encourages local and regional economic development among the leading regional industry sectors: energy, agriculture, health services, manufacturing, and logistics and transportation. The Kern BEC equips youth with entrepreneurial knowledge skills and competencies, and encourages youth entrepreneurs to engage with the business community. The Kern BEC provides technical assistance to regional community colleges in the development of entrepreneurship curriculum and launch of certificate programs. The Kern BEC assists with regional business enhancement and retention strategies, provides one-on-one consulting services, and conducts workshops in leadership and industry concepts and technology.	R

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28	CCCCO	Small Bus. Develop. Ctr - SBDC RP402	N/A	Brenda Fong	Grant - Renewal # 11-311-037 <b>Amendment No. 01</b>	Economic & Workforce Development	California Community Colleges Chancellor's Office	RP402 - Business & Entrepreneurship Center	07/01/11	<del>6/30/2012</del> 9/30/12	Performance in the funding period of July 1, 2011 to June 30, 2012 shall be extended through September 30, 2012. The Final Report must be submitted within 30 days after the new ending date.	unknown	<b>Renewal</b> of grant funding between the KCCD and the California Community Colleges Chancellor's Office, Economic Workforce Development Program, Business and Entrepreneurship Center. The Business & Entrepreneurship Center (Kern BEC) strengthens, assists and expands the business success and entrepreneurship through partnership and collaborations with business, industry, education and government. The Kern BEC encourages local and regional economic development among the leading regional industry sectors: energy, agriculture, health services, manufacturing, and logistics and transportation. The Kern BEC equips youth with entrepreneurial knowledge skills and competencies, and encourages youth entrepreneurs to engage with the business community. The Kern BEC provides technical assistance to regional community colleges in the development of entrepreneurship curriculum and launch of certificate programs. The Kern BEC assists with regional business enhancement and retention strategies, provides one-on-one consulting services, and conducts workshops in leadership and industry concepts and technology.	R
29	CCCCO	VTEA Title IC Funds	N/A	Frank Abbott	Grant # 07-C01-023	Economic & Workforce Development	Application for VTEA Title IC Funds	RP611	07/01/08	08/31/09	The term of this grant shall be from July 1, 2008, to and including August 31, 2009. All performance under this grant shall be completed by June 30, 2009, except for the submission of any Final Report that may be required by Article I of the Grant Agreement.	unknown	<b>RENEWAL</b> grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Career Technical Education, VTEA Title IC funds, for 2008-09. The purpose of the VTEA grant is to develop more fully the academic, vocational, and technical skills of postsecondary students who elect to enroll in vocational and technical education programs.	R

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30	CCCCO	Entrepreneurship Career Pathways Project (YEP)		Teresa Parkison	Grant 09-172 - 042 <b>(See Amendment No. One below)</b>	Economic & Workforce Development	Chancellor's Office of the California Community College -- Entrepreneurship Career Pathways Project (YEP)	RP143 YEP Funding - Chancellor's Office	12/01/09	06/30/10	The term of this grant shall be from December 1, 2009, to June 30, 2010. The final report must be submitted within 60 days of the grant end date. <b>(See Amendment No One below)</b>	unknown	A Grant between the KCCD and the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, Entrepreneurship Career Pathways Projects (YEP). This is a Youth Entrepreneurship Grant that will allow the District to host a large event where youth (aged 14-27) can connect with other young entrepreneurs to motivate them towards an entrepreneurship career pathway. It will also allow the collaboration with local student business clubs at other California Community Colleges in the planning, marketing and evaluation of such an event.	R
31	CCCCO	Entrepreneurship Career Pathways Project (YEP)		Teresa Parkison	Grant 09-172 - 042 <b>(Amendment No. One)</b>	Economic & Workforce Development	Chancellor's Office of the California Community Colleges -- Entrepreneurship Career Pathways Project (YEP)	RP143 YEP Funding - Chancellor's Office	12/01/09	12/31/10	AMENDMENT -- Performance in the funding period of December 1, 2009 through June 30, 2010 shall be extended through December 31, 2010. The Final Report for this funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	<b>AMENDMENT No. One</b> to the Economic and Workforce Development Grant Agreement - Youth Entrepreneurship Program (YEP) between the KCCD and the California Community Colleges Chancellor's Office. The amendment extends the performance period from December 1, 2009 to December 31, 2010. All other terms and conditions of the original grant agreement shall remain the same. The grant's purpose will allow the District to host a large event where youth (14-27) can connect with young entrepreneurs to motivate them towards an entrepreneurship career pathway. It will also allow the collaboration with local student business clubs at California Community Colleges in the planning, marketing and evaluation of such event.	R

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32	CCCCO	Entrepreneurship Career Pathways Project (YEP)		Teresa Parkison	Grant 10-172 - 049 <b>(See Amendment No. One below)</b>	Economic & Workforce Development	Chancellor's Office of the California Community Colleges -- Entrepreneurship Career Pathways Project (YEP)	RP143 YEP Funding - Chancellor's Office	12/01/10	06/30/11	The term of this grant shall be from December 1, 2010 to June 30, 2011. The Final Report must be submitted within 60 days of the grant end date. <b>(See Amendment No. One below)</b>	unknown	Grant between the KCCD and the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, Youth Entrepreneurship Project (YEP). This is a Youth Entrepreneur Grant that will allow the Central Valley Region to host events where youth (ages 14-27) can connect with other young entrepreneurs to motivate them towards an entrepreneurship career pathway. It will also allow the collaboration between businesses, local students and business clubs at California Community Colleges to outreach into the wider community to include young entrepreneurs in the high school and middle schools. Also, it will provide expansion of entrepreneur curriculum across community college campuses. The Central Valley Region includes the following community colleges: Gavilan, Hartnell, Kern (Bakersfield, Cerro Coso, Porterville), Merced, San Joaquin Delta, Sequoias, State Center (Fresno City College, Reedley College, West Hills, Western Kern (Taft College), and Yosemite (Columbia College, Modesto Jr. College).	R
33	CCCCO	Entrepreneurship Career Pathways Project (YEP)		Teresa Parkison	Grant 10-172 - 049 <b>Amendment No. One (See Amendment No. Two below)</b>	Economic & Workforce Development	Chancellor's Office of the California Community Colleges -- Entrepreneurship Career Pathways Project (YEP)	RP143 YEP Funding - Chancellor's Office	06/30/11	03/31/12	Term - June 30, 2011 to March 31, 2012. Performance in the funding period of December 1, 2010 through June 30, 2011 shall be extended through March 31, 2012. The Final Report must be submitted within 30 days after the new ending date.	unknown	Amendment No. One to the Economic and Workforce Development grant Agreement-Small Business Programs between the KCCD and the California Community Colleges Chancellor's Office Youth Entrepreneurship Project (YEP). This amendment extends the performance period from June 30, 2011 to March 31, 2012 along with an augmentation of additional funds of \$60,000 for a total award of \$150,000 (\$90,000 previously Board approved on March 20, 2011). All other terms and conditions of the original grant agreement remains the same. The purpose of YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path.	R

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34	CCCCO	Entrepreneurship Career Pathways Project (YEP)		David Lawrence	Grant 10-172 - 049 (Amendment No. Two)	Economic & Workforce Development	Chancellor's Office of the California Community Colleges -- Entrepreneurship Career Pathways Project (YEP)	RP143 YEP Funding - Chancellor's Office	03/31/12	09/30/12	Performance in the funding period of December 1, 2010 through March 31, 2012 shall be extended through September 30, 2012. The Final Report must be submitted within 30 days after the new ending date.	unknown	Amendment No. Two to the agreement and to reflect income and expense between the KCCD and the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, Youth Entrepreneurship Project (YEP). The Amendment extends the agreement from March 31, 2012 to September 30, 2012 and there is no cost to the District. All other items and conditions remain the same. The grant's purpose is to assist with entrepreneurship certificate, curriculum, and events that expand entrepreneurship on community college campuses.	R, E
35	CCCCO	Workplace Lng. Resource Ctr. - Wrplc - RP449	N/A	Steve Bruckman	Grant - Amendment (for FY2008-09) -- # 08-0312-014 (See renewal below)	Economic & Workforce Development	Workplace Learning Resource Centers	RP449	07/01/08	09/30/09	Performance in the funding period of July 1, 2008 through June 30, 2009 shall be extended through <u>September 30, 2009</u> . The Final Report for this funding period must be received at the Chancellor's Office by October 31, 2009. (See renewal below)	unknown	AMENDMENT to the grant award agreement between the KCCD and the California Community Colleges Chancellor's Office, Economic & Workforce Development Program, Workplace Learning Resource Center. The amendment extends the performance under the funding period of the grant from June 30, 2009 to September 30, 2009. The grant assists the colleges in the Central Region with the development and delivery of workplace skills, including basic skills, for new and incumbent workers in targeted industries. All other terms and conditions of the original grant agreement remain the same. (See renewal below)	R
36	CCCCO	Workplace Lng. Resource Ctr. - Wrplc - RP449	N/A	John Prentiss/Steve Bruckman	Grant - Renewal # 09-0312-014 (See Amendment No. One below)	Economic & Workforce Development	Workplace Learning Resource Centers	RP449	07/01/09	06/30/10	The term of this grant shall be from July 1, 2009, to June 30, 2010. The final report must be submitted within 60 days of the grant end date. (See Amendment No. One below)	unknown	RENEWAL grant award between the KCCD and the California Community Colleges Chancellor's Office, Economic & Workforce Development Program, Workplace Learning Resource Center. The grant assists the colleges in the Central Region with the development and delivery of workplace skills, including basic skills, for new and incumbent workers in targeted industries. This allocation reflects a decreased amount due to State budget reductions.	R



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37	CCCCO	Workplace Lng. Resource Ctr. - Wrplc - RP449	N/A	John Prentiss/Steve Bruckman	Grant - Amendment to Renewal # 09-0312-014 <b>Amendment No. One</b>	Economic & Workforce Development	California Community Colleges Chancellor's Office -- Workplace Learning Resource Centers	RP449 Workplace Learning Resource Center	07/01/09	12/31/10	Performance in the funding period of July 1, 2009 through June 30, 2010 shall be extended through December 31, 2010. The Final Report for this funding period must be received at the Chancellor's Office by January 31, 2011.	unknown	<b>AMENDMENT No. One</b> to the Economic and Workforce Development Grant Agreement/Workplace Learning Resource Center between the KCCD and the California Community Colleges Chancellor's Office. This amendment reduces the 2009-10 original awarded amount of \$103,330 to \$101,670 and extends the ending date to December 31, 2010. All of the other terms and conditions to the original grant agreement remain the same. The grant's purpose is for the development and delivery of workplace skills, including basic skills, for new and incumbent workers in targeted industries in the Central Region.	R
38	CCCCO	CalWorks	N/A	unknown	Grant - Renewal	Other	CalWORKs	RP350	07/01/07	06/30/08	unknown	unknown	<b>RENEWAL</b> grant funding on behalf of the KCCD from the California Community Colleges' Chancellor's Office for the CalWORKs funds for 2007-08. The purpose of the CalWORKs grant is to assist students who are currently welfare recipients or who are in transition off of welfare to achieve long-term self-sufficiency through coordinated student services offered at community colleges, including: work-study, other educational related work experience, job placement services, child care services, and coordination with county welfare offices to determine eligibility and availability of services.	R

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39	CCCCO	Foster Kinship Care Allocation	BAKCOL19	Lucy Berger	Grant - Renewal	Other	California Community Colleges Chancellor's Office	RP131 - Foster & Kinship Care Education Program	07/01/10	06/30/11	July 1, 2010 through June 30, 2011.	unknown	<b>RENEWAL</b> grant funding, on behalf of Bakersfield College/Family and Consumer Education Department, from the California Community College Chancellor's Office to operate the Foster and Kinship Care Education Program. BC has the responsibility, expertise, and experience to offer quality education and support opportunities to care givers of children and youth in out-of-home care so that these providers may meet the educational, emotional, behavioral and developmental needs of children and youth in Kern County. BC provides PRIDE training required to apply for a license with Kern County Department of Human Services, in-service training that meets the eight (8) hours per year mandate for foster parents to maintain a license and PRIDE Pre-Adopt training for families wanting to adopt children in their care.	R. E

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40	State of California	Dept. Develop. Svcs. - Non FTES Instr. Classes (PC)	DEPDEV	Larry Harris	Standard Agreement <a href="#">PR099011</a>	State of California	State of California Department of Developmental Services, Porterville D. C.	RP459 PC- Development al Services	07/01/10	06/30/12	The term of this agreement is July 1, 2010 through June 30, 2012.	The State may terminate performance of work under this Agreement for any reason the State determines that such termination is in the best interests of the State. A written notice will be provided to Contractor at least thirty (30) days prior to the termination. (a) If the State terminates this agreement for any reason, it may fix a date for the cessation of Contractor's performance under the terms of this agreement. The State shall notify Contractor in writing of its decision to terminate the agreement. The termination notice shall contain the date upon which the Contractor shall cease performance under the terms of this agreement. During the period between the Notice of Termination and the date fixed for cessation of performance, Contractor agrees to continue to satisfactorily perform all of the terms and provisions of this agreement. In addition Contractor agrees to cooperate with the State and any successor Contractor during this "transition" period. (b) The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and Contractor agrees to continue to satisfactorily perform the terms and conditions of this agreement until the new date. Contractor shall be paid at the same rate provided in the agreement for the extension period for all services which are satisfactorily performed.	Agreement between the KCCD on behalf of Porterville College and the State of California Department of Developmental Services, Porterville development Center. PC will provide ten (10) ongoing supplemental adult education classes for selected clients at the Porterville Developmental Center. These classes will assist clients in becoming self- sufficient and to function as proactive citizens that can contribute to the community. This replaces prior agreement PR099011.	R

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41	State of California	Childcare Facilities Rev. Fund Lease Purchase Prog. Relocatable - P.C.	N/A	Sharon Taylor	Contract GREV-4011	State of California	Childcare Facilities Revolving Fund		03/18/05	2015	Term of this agreement shall be from March 18, 2005 through ten (10) years from the date of the first repayment.	In the event this contract and lease to own agreement is terminated for any reason except XVII.D., LESSEE shall surrender the facility in such order as the facility is immediately usable for child care and development and CDE shall take possession of the relocatable building on the date the termination becomes effective. CDE may transfer the lease of the property to another entity with a CDE child development contract, relocate the building for use by another entity with a CDE child development contract, sell the relocatable building, or any other action deemed necessary by CDE to recover the cost owed on the contract. Any and all costs associated with the transfer of the contract and lease own agreement to another contractor or to move the facility to another site or any other action taken by the CDE to recover costs owed under the contract shall be borne by the LESSEE. LESSEE shall be liable for all rental payments up to the date of termination and any difference between the fair market value of the relocatable building and unamortized cost of the facility, if fair market value is lower at the time of the surrender of the relocatable building. If LESSEE does not pay the invoice for the unpaid rental payments plus late charges up to the date of termination, and any difference between the fair market value of the relocatable building and unamortized cost of the building and any and all costs associated with the	This contract is for a lease-purchase program for relocatable buildings. Agreement is between Porterville College and California Department of Education, Child Development Division, Child Care Facilities Revolving Fund (CCFRF). Funds applied shall be used primarily for child care and development services to CDE-subsidized children for the term of the CCFRF Contract & Lease Agreement. Program participants responsible for design, purchase, transportation and installation of relocatable building. Participants will be funded up to maximum allowance to cover architect, inspection fees, site development, and improvement, building cost and installation.	R

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42	State of California	Dept of Corrections KV / Wasco	N/A	Jacquelyn Ngo	Agreement - Standard agreement # ICM09016	State of California	State of California Department of Corrections and Rehabilitation (CDCR)	N/A	07/01/09	06/30/11	The term of this agreement is July 1, 2009 through June 30, 2011 or upon approval, whichever occurs last.	The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and the State of California Department of Corrections and Rehabilitation. This agreement allows Bakersfield College to provide General Educational Development (GED) testing services to inmates, at the Wasco State Prison and the Kern Valley State Prison.	R

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43	State of California	Dept. Develop. Svcs. Psych Tech Prog (PC)	DEPDEV	Larry Harris	Agreement <a href="#">PR119012</a>	State of California	State of California Department of Developmental Services, Porterville D. C. (PDC)	RP527 PC Psychiatric Technician Program	07/01/11	06/30/12	Effective date of this agreement is July 1, 2011, or when approved by DGS, whichever is later. Term - From July 1, 2011 - June 30, 2012.	<p>The State may terminate performance of work under this Agreement for any reason the state determines that such termination is in the best interests of the State. A written notice will be provided to Contractor at least thirty (30) days prior to the termination. (10) (a) If the State terminates this Agreement for any reason, it may fix a date for the cessation of Contractor's performance under the terms of this Agreement. The State shall notify Contractor in writing of its decision to terminate the Agreement. The termination notice shall contain the date upon which the Contractor shall cease performance under the terms of this Agreement. During the period between the Notice of Termination and the date fixed for cessation of performance, Contractor agrees to continue to satisfactorily perform all of the terms and provisions of this Agreement. In addition Contractor agrees to cooperate with the State and any successor Contractor during this "transition" period. (b) The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and Contractor agrees to continue to satisfactorily perform all of the terms and conditions of this Agreement until the new date. Contractor shall be paid at the same rate provided in the Agreement for the extension period for all services which are satisfactorily performed. (11) Upon receipt of a notice of termination</p>	<p><b>RENEWAL</b> agreement between the KCCD on behalf of Porterville College and the State of California Department of Developmental Services. PC will provide a program of instruction for students in the Psychiatric Technician program. The program must comply with all requirements of law and will be conducted in such a manner that students successfully completing the program will be qualified to meet the eligibility requirements for Psychiatrist Technician licensure.</p>	R

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44	State of California	EDD - WIA/ARRA		April C. Eales for Bob Hermsmeier	Agreement - Subgrant Agreement Energy Commission <b>ARRA # K077133 (See Modification No. One below)</b>	State of California	State Employment Development Department	RP461 Energy Commission Recovery Act	10/01/09	06/30/11	From 10/01/09 to 06/30/2011. <b>(See Modification No One below)</b>	<p>The parties agree that because the Subgrantor/Energy Commission are state entities, they must be able to immediately terminate the Agreement upon the default of Subgrantee, and to proceed with the work required under the Agreement in any manner the Subgrantor/Energy Commission deems proper. The Subgrantee specifically acknowledges that the Subgrantor/Energy Commission's unilateral termination of the Agreement under the terms below is an essential term of the Agreement, without which the Subgrantor/Energy Commission will not enter into the Agreement. The Subgrantee further agrees that upon any of the events triggering the Subgrantor/Energy Commission's unilateral termination the Agreement, the Subgrantor/Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Subgrantee to interfere with the immediate termination of the Agreement by the Subgrantor/Energy Commission. This Agreement may be terminated for any reason set forth below. (A) With Cause. In the event of any breach by the Subgrantee of the conditions set forth in this Agreement, the Subgrantor/Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Subgrantee. In such event, the Subgrantor/Energy Commission shall pay the Subgrantee only the reasonable value of the</p>	<p>Agreement between the KCCD and the State of California Employment Development Department. KCCD will provide Clean Energy Workforce Training to eligible participants as determined by Workforce Investment Act criteria. KCCD will be reimbursed by the Employment Development Department for delivery of this training. <b>This is the second source of funding for the project from the State Energy Program for \$463,496.</b> The other source of funding (WIA subgrant) for \$105,761 was approved at the December Board meeting. <b>(See Modification Number One below)</b></p>	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
45	State of California	EDD - WIA/ARRA		April C. Eales for Bob Hemsmeier- Michael Evashenk	Agreement - Subgrant Agreement Energy Commission <b>ARRA # K077133 Modification No. One</b>	State of California	State Employment Development Department	RP461 Energy Commission Recovery Act	10/01/09	06/30/11	From 10/01/09 to 06/30/2011.	The parties agree that because the Subgrantor/Energy Commission are state entities, they must be able to immediately terminate the Agreement upon the default of Subgrantee, and to proceed with the work required under the Agreement in any manner the Subgrantor/Energy Commission deems proper. The Subgrantee specifically acknowledges that the Subgrantor/Energy Commission's unilateral termination of the Agreement under the terms below is an essential term of the Agreement, without which the Subgrantor/Energy Commission will not enter into the Agreement. The Subgrantee further agrees that upon any of the events triggering the Subgrantor/Energy Commission's unilateral termination the Agreement, the Subgrantor/Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Subgrantee to interfere with the immediate termination of the Agreement by the Subgrantor/Energy Commission. This Agreement may be terminated for any reason set forth below. (A) With Cause. In the event of any breach by the Subgrantee of the conditions set forth in this Agreement, the Subgrantor/Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Subgrantee. In such event, the Subgrantor/Energy Commission shall pay the Subgrantee only the reasonable value of the	<b>Modification Number One</b> to an agreement between the KCCD and the State of California Employment Development Department. The modification changes the work plan and the proposed expenditures of the budget of the original Energy Commission subgrant agreement. The award remains the same at \$463,496. KCCD will provide Clean Energy Workforce training to eligible participants as determined by Workforce Investment Act criteria. KCCD will be reimbursed by the Employment Development Department for delivery of this training.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
46	State of California	EDD - WIA/ARRA		April C. Eales for Bob Hermsmeier	Agreement - WIA Subgrant # K076828 (See Amendment No. One below)	State of California	State Employment Development Department	RP461	10/01/09	06/30/11	From 10/01/09 to 06/30/2011	<p>This subgrant agreement may be terminated in whole or in part for either of the two following circumstances: (a) Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee. (b) Termination for Cause - The Subgrantor may terminate this Subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken. (1) All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.</p>	<p>Agreement between the KCCD and the State of California Employment Development Department. KCCD will provide Clean Energy Workforce Training to eligible participants as determined by Workforce Investment Act criteria. KCCD will be reimbursed by the Employment Development Department for delivery of this training. The proposal is to train 350 participants in 18 months with 290 finding employment. The funding sources will be: a) WIA 15% funds sub-grant #K076828 for \$105,761 and b) the State Energy Program for \$60,645 (forthcoming under separate agreement). (See Amendment below)</p>	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
47	State of California	EDD - WIA/ARRA		Gail C. Eales for Bob Hermsmeier	Agreement - WIA Subgrant # K076828 <b>(Modification #1) (See Modification #2 below)</b>	State of California	State Employment Development Department	RP461-- Clean Energy Workforce Training	10/01/09	06/30/11	From 10/01/09 to 06/30/2011 <b>(See Modification # 2 below)</b>	<p>This subgrant agreement may be terminated in whole or in part for either of the two following circumstances: (a) Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee. (b) Termination for Cause - The Subgrantor may terminate this Subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken. (1) All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.</p>	<p><b>Modification Number One</b> between the KCCD and the State of California Employment Development Department (EDD). The modification <b>increases the original WIA subgrant agreement by \$197,149. for a total of \$302,910.</b> This subgrant agreement allows KCCD to provide Clean Energy Workforce Training to eligible participants as determinate by Workforce Investment act criteria. KCCD will be reimbursed by the Employment Development Department for delivery of this training.</p>	R

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48	State of California	EDD - WIA/ARRA		Gail C. Eales for Bob-Hermsmeier-Michael Evashenk	Agreement - WIA Subgrant # K076828 <b>Modification #2</b>	State of California	State Employment Development Department	RP461-- Clean Energy Workforce Training	10/01/09	06/30/11	From 10/01/09 to 06/30/2011	<p>This subgrant agreement may be terminated in whole or in part for either of the two following circumstances: (a) Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee. (b) Termination for Cause - The Subgrantor may terminate this Subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken. (1) All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.</p>	<p><b>Modification Number Two</b> between the KCCD and the State of California Employment Development Department (EDD). The modification <b>changes the work plan and the proposed expenditures of the budget of the original WIA subgrant agreement. The award remains the same at \$302,910. This subgrant agreement allows KCCD to provide Clean Energy Workforce Training to eligible participants as determined by Workforce Investment Act criteria.</b> KCCD will be reimbursed by the Employment Development Department for delivery of this training.</p>	R
49	State of California	Telecommunications TTIP	N/A	Catherine McKenzie	Grant	State of California	Telecommunications and Technology Infrastructure Program (TTIP)	RP524	unknown -- 2003	2004	unknown	unknown	To provide high-speed links to the Internet, video conferencing, library technology, technology training and technology for access. Funds are intended to expand existing capability and infrastructure beyond the current level, and not to supplant existing funds used for telecommunications and technology.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
50	State of California	Dept. General Svcs - Surplus Property	STACAL11	James Curran	Agreement (Proposal)	State of California	N/A	N/A	07/01/10	06/30/13	unknown	unknown	Authorization for the Chief Financial Officer to designate Kern community College District employees to acquire State and Federal surplus property under the Terms and Conditions listed in the resolution from the California State Department of General Services, Federal and State Surplus Property Programs, as recommended in the Business Services Report.	N/A
51	State of California	Dept. of Rehab. Work Ability III Prog.		Dalia Banda-Davis 444-2501; Shari Cooley (916) 558-5690	Agreement <b>27364 (See Amendment Number One below)</b>	State of California	Department of Rehabilitation WorkAbility III Program	RP420	07/01/09	06/30/12	The term of this agreement is July 1, 2009 through June 30, 2012.	Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.	Agreement between the KCCD, on behalf of Bakersfield College, and the Sate Department of Rehabilitation for the WorkAbility III Contract. The WorkAbility III Program provides job preparation, job development and job placement services to Bakersfield College students with disabilities. Since its inception in 1992, WorkAbility III has placed hundreds of students in internship and work experience programs, providing valuable experience to compliment their education. Workability III provides a vital ink between BC and the community.	R & E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
52	State of California	Dept. of Rehab. Work Ability III Prog.		Dalia Banda-Davis 444-2501; Shari Cooley (916) 558-5690	Agreement <b>27365 Amendment Number One</b>	State of California	Department of Rehabilitation WorkAbility III Program	N/A	10/01/11	06/30/12	This amendment is effective October 1, 2011.	(A) In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice. (B) In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State. (C) Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposed budget.	Amendment Number One to the Workability III contract between the KCCD, on behalf of Bakersfield College, and the Sate of California, Department of Rehabilitation. The purpose of this Amendment is to redirect the certified expenditures due to changes in the percentage of time and staff used in assisting Workability III students, example given, the Associate Vice President of Student Services replacing the Dean of Student Learning, resulting in a reduction of time dedicated to the contract as WA III Certified Program Manager, and other similar changes in staff used. These changes were necessary to meet the percentage of certified time required by the cooperative agreement between the District and the State Department of Rehabilitation.	N/A

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53	State of California	Dept. of Rehab. Work Ability III Prog.		Thomas Dempsey	Agreement 27741A (See Amendment #1 below)	State of California	Department of Rehabilitation WorkAbility III Program	RP420	02/01/10	09/30/10	The term of this agreement is February 1, 2010 through September 30, 2010. (See Amendment #1 below)	(A) In addition to the rights under Exhibit C of the standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice. (B) In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State. (C) Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposed budget.	Agreement between the KCCD, on behalf of Bakersfield College, and the Sate Department of Rehabilitation. This agreement gives BC additional funding through the <b>American Recovery and Reinvestment Act (ARRA)</b> to the Workability III Cooperative Program which provides job preparation, job development and job placement services to BC students with disabilities. The services provided by this agreement are designed to prepare the consumers/stutters with the sills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment. (See Amendment #1 below)	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
54	State of California	Dept. of Rehab. Work Ability III Prog.		Thomas Dempsey	Agreement <b>27741A</b> <b>Amendment No. 1</b>	State of California	Department of Rehabilitation WorkAbility III Program	RP420-260WA8-642000 Project Workability Bakersfield	02/01/10	12/31/10	The term of this Agreement is February 1, 2010 through December 31, 2010. This amendment is effective June 1, 2010.	(A) In addition to the rights under Exhibit C of the standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice. (B) In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State. (C) Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposed budget.	Amendment No. 1 to the Workability III ARRA contract between the KCCD, on behalf of Bakersfield College, and the Sate Department of Rehabilitation. This agreement extends the original ARRA contract period to December 31, 2010 to ensure that all ARRA funds will be spent as contracted. The services provided by this agreement are designed to prepare the Department of Rehabilitation/American Recovery and Reinvestment Act consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment. All other terms and conditions shall remain the same.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
55	State of California	Dept. Technology Svcs. (Fmrly Teale Data Center)		Gail Overhouse	Agreement 08-2407	State of California	Department of Technology Services	GU001	06/01/08	05/30/11	The term of this Agreement is June 1, 2008 through May 30, 2011.	The DTS may terminate this lease at any time after the first year of the lease, by giving written notice to the Lessor at least 90 calendar days prior to the date when such termination shall become effective. The Lessor may terminate this Agreement at any time by giving written notice to the DTS at least 180 days prior to the date when such termination shall become effective. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the DTS shall have the option to either cancel this Interagency Agreement with no further liability except as otherwise specified herein, or offer an amendment to reflect the reduced amount.	DTS will lease 130 square feet of raised floor space in KCCD's District Office Data Center to house networking equipment and a backup power system to service its clients.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
56	State of California	State of Calif Calnet Piggyback			Contract - #'s 5-06-58-20 (DTS 06E1390) thru 5-06-58-23 (DTS 06E1393)	State of California	Department of Technology Services	N/A	07/01/07	01/30/12	The term of this Agreement is effective Date (date approved by DGS) through five (5) years. <b>The State shall have the option to extend this agreement for two (2) additional one-year periods.</b>	<p><u>Termination for Non-appropriation of funds</u> -- (a) If the term of contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected deliverables furnished under the Contract, terminate any Services supplies to the State under this Contract, and relieve the State of any further obligation therefore. <u>Termination for the convenience of the State</u> -- (a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Chief Deputy Director, DTS, or designee, determines that a termination is in the State's interest. The Chief Deputy Director, DTS, or designee, shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. (b) After receipt of a notice of Termination, and except as directed by the State, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. (c) Contractor and the State agree that the State shall have no obligation to pay any amount to Contractor upon the termination for</p>	The use of the CALNET II contract will allow KCCD to realize approximately 10% cost savings in the acquisition and use of AT&T and Verizon telecommunications services and related equipment and to do so without having to complete a competitive bidding process. (Effective date through five (5) years. The State shall have the option to extend this agreement for two (2) additional one-year periods.)	N/A

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57	County of Kern	County of Kern Piggy Back		Kristen Kaufman	Agreement - #1 to Price Agmt No. 1258	County of Kern	Ray Morgan Company	N/A	12/15/04	12/14/07	This Agreement is effective on December 1, 2004. This Agreement shall be deemed in force as of the effective date specified and shall terminate <b>three years thereafter</b> ("Initial Term"), unless terminated sooner as permitted herein. The term of each individual Schedule will be coterminous with this Agreement unless a different term is contained within the Schedule, in which case this Agreement shall remain in effect with respect to said Schedule until the termination thereof. <b>Upon the expiration of the Initial Term, this Agreement will automatically renew for another term of the same duration as the Initial Term unless amended by the parties hereto or until terminated in writing by either party, as permitted herein.</b>	The Purchasing Agent may at his elation, without cause, terminate this Agreement by written notice. A notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. Should either party terminate this Agreement as provided herein, County shall pay Vendor for all satisfactory services rendered by Vendor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.	This is a <b>piggy back amendment</b> to a master agreement on behalf of Porterville College and between the County of Kern, American Business Machines and through Ray Morgan Company. The amendment to the master agreement includes the following: "4. Under separate contracts, American Business Machines and other Canon independent dealers in the State of California agree to extend the same pricing and terms and conditions to other governmental entities, special districts, and school districts in the State of California."	N/A

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58	County of Kern	County of Kern-Subgrant Agreement-Clean Energy Project under ARRA		Vern Lewis	Subgrant Agreement	County of Kern	County of Kern Subgrant Agreement	new	10/01/09	06/30/11	<p>This agreement shall be in effect from January 1, 2010, through June 30, 2011, while County's Recovery Act, WIA, and Energy Commission programs are in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its program under this agreement for four (4) years as provided in paragraph 3.6 above.</p> <p>Either Agency or County may terminate this agreement upon thirty (30) days written notice to the other party. If Recovery Act, WIA or Energy Commission funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibit C upon five (5) days written notice to Agency. <b>(See contract for more information)</b></p>	<p>Subgrant agreement between the KCCD, Workplace Learning Resource Center, and the County of Kern, for services under the American Recovery and Reinvestment Act of 2009 (ARRA). The District will provide occupational skill instruction for technical jobs in the high growth renewable energy industries to eligible participants through the Employers' Training Resource Program. This will enable participants to secure and retain unsubsidized employment. Training programs include Building Performance Analyst, Utility Worker, Solar PV entry-level Installer, and Wind Turbine Service Technician.</p>	R	

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59	County of Kern	County of Kern-Subgrant Agreement-Clean Energy Project under ARRA		Verna Lewis	Subgrant Agreement-Clean Energy Project under ARRA	County of Kern	County of Kern Subgrant Agreement-Clean Energy Project under ARRA	new	01/01/10	06/30/11	This agreement shall be in effect from January 1, 2010, through June 30, 2011, while County's Recovery Act, WIA, and Energy Commission programs are in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its program under this agreement for four (4) years as provided in paragraph 3.6 above.	Either Agency or County may terminate this agreement upon thirty (30) days written notice to the other party. If Recovery Act, WIA or Energy Commission funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibit C upon five (5) days written notice to Agency. <b>(See contract for more information)</b>	Subgrant agreement between the KCCCD, Workplace Learning Resource Center, and the County of Kern. Under the American Recover and Reinvestment Act, the Workplace Learning Center will offer a Green Building Pre-Apprenticeship Training Program consisting of an introduction to Green Building and Environmental Literacy, soft skills via classroom instruction and field trips; classroom and hands-on technical training; and work experience, apprenticeship, other training, job search assistance, employment, and retention. The overall objective of the program is to prepare individuals for work in the building retro field.	R
60	Kern County Human Services	Dept. Human Svcs Coop Agmt.- CalWORKs-CC		Pat Cheadle	Agreement - Cooperative Agreement - Agt # 529-2008	Kern County Human Services	Cooperative Agreement for the Provision of Work Experience/Employment Preparation Program Worksites for Participants in the CalWORKs Program	N/A	07/19/09	07/18/11	This Agreement shall become effective July 19, 2009, and shall continue in effect through and including July 18, 2011, unless sooner terminated pursuant to Paragraphs 20, 21 and 22 of this Agreement.	Either party may terminate Agreement upon ten (10) days prior written notice. County may immediately terminate Agreement at such time as directed by the Kern County Board of Supervisors. Agreement may also be terminated at the discretion of county if worksite either: violates the contract between county and the participant as provided by section 11320.8 of the Welfare and Institutions Code; or fails to meet the performance criteria specified in this Agreement.	<b>RENEWAL</b> agreement between the KCCCD, on behalf of Cerro Coso Community College, and the County of Kern, Department of Human Services. CC will provide onsite volunteer opportunities for CalWORKs participants referred by the Department of Human Services. Volunteer positions on campus will be made available to participants as appropriate.	N/A

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61	County of Kern	Employers Training Resource (ETR)		Verna Lewis	Subgrant Agreement to <b>K076828, K077133</b>		Employer's Training Resource	RP461-WIA/Energy Recovery Act	10/01/09	06/30/11	<p>This agreement shall be in effect from October 1, 2009, through June 30, 2011, while KCCD's Recovery Act, WIA, and Energy Commission programs are in effect and funded by grants from the Federal and State governments to KCCD, except that ETR/County shall continue to retain the records of its program under this agreement for four (4) years as provided in paragraph 3.b. above.</p>	<p>Either ETR/County or KCCD may terminate this agreement upon thirty (30) days written notice to the other party. If Recovery Act, WIA or Energy Commission funds available to KCCD are terminated or reduced, KCCD may, at its sole discretion, terminate or reduce ETR/County's funding described in Exhibit "C" upon five (5) days written notice to ETR/County. (b) In addition to and without limiting the above, if through any cause, ETR/County substantially fails to fulfill in a timely and proper manner its obligations under this agreement, or if ETR/County substantially violates any of the terms or stipulations of the agreement, KCCD shall thereupon have the right to terminate this agreement in whole or in part by giving written notice to ETR/County of such termination which shall also specify the effective date thereof. Such notice must be given at least five (5) days before the effective date of such termination. (c) Notwithstanding the above, ETR/County shall not be relieved of liability to KCCD for damages sustained by KCCD by virtue of any breach of the agreement by ETR/County, and KCCD may withhold any payments to ETR/County for the purpose of setoff until such time as the exact amount of repayment due KCCD from ETR/County is determined. (d) In the event of the termination of this agreement for any reason, KCCD shall have no further obligation to pay for any services rendered or expenses</p>	<p><b>Subgrant</b> agreement between the KCCD, Clean Energy Center, and Employers' Training Resource (ETR), for services under the California Employment Development Department in partnership with the California Energy Commission State Energy Program (SEP). The master grant agreements (K076828, K077133) were previously approved by the Board of Trustees at the December 2009, and February 2010 meetings (total grant amount \$766,406). This subgrant agreement will enable the District to provide eligible participants Clean Energy Workforce Training.</p>	E

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62	County of Kern	Foster Parent - Kinship Caregiver (PRIDE)		Pat Cheadle	Agreement - Renewal for Foster Parent Pre-Service Training Agt # 574-2011	Kern County Department of Human Services	Foster Parent Pre-Service Training	N/A	07/01/11	06/30/13	This Agreement shall be deemed effective as of July 1, 2010 and shall remain in effect until June 30, 2011, unless sooner terminated as hereinafter provided.	Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.	<b>RENEWAL</b> agreement between KCCD, on behalf of Bakersfield College (BC), and the Kern County Department of Human Services (DHS). BC has staff and partners trained to provide pre-service and refresher training in accordance with the Parent Resources for Information Development and Education (hereinafter "PRIDE") curriculum developed by the child Welfare League of America and the Illinois Department of Children and Family Services. BC has the responsibility, expertise, and experience to offer pre-service education to prospective foster parents and refresher training to active foster parents, kinship caregivers and DHS Social Service Workers. DHS desires to enter into an agreement with KCCD through BC for the provision of foster parent and kinship caregiver pre-service training and refresher training, hereinafter referred to as "PRIDE" training. BC and DHS will perform the services pursuant to the terms and conditions of this Agreement with funding provided by the California Community Colleges Chancellor's Office Foster and Kinship Care Education Program grant.	N/A

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63	County of Kern	Kern County Department of Human Services	KERCOU38		Agreement - for Providing a Field Experience Internship Program (for BC)	Kern County Department of Human Services	Kern County Department of Human Services	N/A	07/01/11	06/30/14	This Agreement shall be deemed effective August 1, 2011, and shall remain in effect until June 30, 2014, unless sooner terminated as hereinafter provided.	Either party may terminate this agreement for the material breach of any covenant, term or condition of this agreement by the other party, its officers, agents or employees, provided the breach is not cured within ten (10) business days after written notice thereof is presented to the non-terminating party. Either party may terminate this agreement after thirty (30) calendar days notice to the other party.	Agreement for services between the KCCD, on behalf of <b>Bakersfield College</b> , and the Kern County Department of Human Services for a Field Experience Internship Program. The current agreement between KCCD, on behalf of BC is near its expiration date. Since the inception of the BC Human Services program in 1989, Kern County has offered intern opportunities for our HMSV majors. Internship is required for the major and includes site experience as well as a class component.	N/A

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64	County of Kern	Kern County Department of Human Services	KERCOU38		Agreement - for Providing a Field Experience Internship Program (for CC)	Kern County Department of Human Services	Kern County Department of Human Services	N/A	11/10/09	06/30/11	This Agreement shall be deemed effective as of the date first written, and shall remain in effect until June 30, 2011, unless sooner terminated as hereinafter provided.	Either party may terminate this agreement for the material breach of any covenant, term or condition of this agreement by the other party, its officers, agents or employees, provided the breach is not cured within ten (10) business days after written notice thereof is presented to the non-terminating party. Either party may terminate this agreement after thirty (30) calendar days notice to the other party.	Agreement between the KCCCD, on behalf of Cerro <b>Coso Community College</b> (CCCC), and the Kern County Department of Human Services. CCCC students majoring in Human Services are required to complete a total of 108 intern hours in an approved agency. The Kern County Department of Human Services will provide facilities, as well as supervisors, to oversee CCCC student interns. The CCCC Human Services Program Coordinator will identify and place student interns for referral to the Kern County Department of Human Services. A fieldwork time sheet and evaluation will be submitted to the CCCC Human Services Program upon completion.	N/A



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
65	KCSOS - Local Educational Consort.	KCSOS - Local Educational Consort.		John Lindsay	Agreement	Kern County Superintendent of Schools	Kern County Superintendent of Schools Medi-Cal Administrative Activities Claiming Agreement	GU001	07/01/09	06/30/10	This Agreement shall be effective for the invoice period commencing July 1, 2009 and ending June 30, 2010. <b>This Agreement shall automatically renew for additional periods of 12 months each, for 4 successive years; ending June 30, 2014.</b>	This Agreement may be terminated without cause by either party on sixty (60) days prior written notice from the terminating party to the other party.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Porterville College, and the Kern County Superintendent of Schools (KCSOS) as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities (MAA) claiming process. This is a Program that will generate unrestricted income for Porterville College. The MAA program is designed to pay for services that are related to Medi-Cal. It allows employees to invoice for MAA activities that we are performed on the PC campus (i.e.: health fairs, informing students about Medi-Cal benefits, directing services to state agencies, etc.). KPC is currently performing these tasks on a daily basis in regards to Medi-Cal service for students. Invoices will be prepared and submitted to KCSOS for preparation to submit to the state for reimbursement. A quarterly income for approximately \$50,000 is anticipated based on PC's size and the number of eligible students and activities.	R, E

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66	Kern County	KCSOS - Services Provider Agrmt			Agreement	Kern County Superintenden t of Schools	KCSOS Services Provider Agreement		07/01/05	06/30/06	The initial term of this Agreement shall be from July 1, 2005 through June 30, 2006. <b>The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year provided, however that any party may terminate the Agreement upon thirty days written notice.</b>	One party may terminate this Agreement prior to its expiration as follows (A) if the other part fails to comply with the insurance or indemnification requirements of this Agreement. (B) If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.	Construction project certified payroll collection. Contractor shall make available the services of qualified Construction Payroll Specialist during the term of this Agreement. Services -- act as the collection agent for District for certified payrolls of all building contractors working on District construction projects that are not required by law to be subject to a Labor Compliance Program. Request certified payrolls from building contractors who are delinquent in submitting same; and respond to third party information requests concerning certified payrolls for those District construction projects on which Contractor has been requested to collect certified payrolls from building contractors. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year provided, however than any party may terminate the Agreement upon thirty days written notice.	

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
67	Kern County	KCSOS-Comm. Connect. For Child Care - CC		Tenny Morgan (661)636-4653 or Michael Gumapac (661)636-4343	Agreement - Renewal	Kern County Superintendent of Schools	Kern County Superintendent of Schools Community Connection for Child Care - CC	RP350	07/01/08	06/30/09	This Agreement shall become effective July 1, 2008, and will continue in effect through and including June 30, 2009, unless terminated pursuant to paragraphs 13 and 14 herein.	Each party may terminate Agreement for the material breach of any covenant, term or condition of Agreement by the other party, its officers, agents or employees, provided the breach is not cured within twenty (20) calendar days for written notice thereof is presented to the non-terminating party. Either party may terminate this Agreement after thirty (30) calendar days notice to the other party. Should CC terminate this Agreement as provided herein, CC shall pay contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in section 7 "Compensation" herein. Notwithstanding any other provision of this agreement, either party hereto may terminate this Agreement by service of thirty (30) days written notice to the other party in the manner set forth in Paragraph 13.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Cerro Coso Community College/CalWORKs Program, and the Kern County Superintendents of Schools/Community Connection for Child Care. CC CalWORKs program will provide student referrals to Comm Conn for Child Care for students to obtain necessary child care during class hours of attendance. CC CalWORKs program will pay administrative and child care costs for those students serviced by Comm Conn for Child Care. Comm Conn for Care will complete all necessary documentation and paperwork for tracking of services rendered to students and for purposes of reimbursement of charges.	E

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68	County of Kern	Kern County Planning Department			Agreement	County of Kern	Kern County Planning Department	MG100	N/A	N/A	unknown	unknown	Agreement for cost recovery between the KCCD and the County of Kern. To cover the County's cost of processing CEQA requirements for the land use or development of the District's 228 acre property located on Kratzmeyer Road.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
69	County of Kern	Kern County/Mental Health Dept - Nursing Scholarship Programs	KERCOU36	Diane Koditek	Agreement 739- 2006	Kern County	Kern County Mental Health Nursing Scholarship Programs		05/25/06	06/30/07	Agreement shall terminate on June 30, 2007.	Either party may terminate agreement with one hundred and twenty (120) days prior written notice to the other party.	Nursing Scholarship program agreement. Bakersfield College conducts initial screenings of its students applying for County scholarships, maintain the students' attendance and academic records, college shall report to county of any scholarship students who fall below 2.0 gpa or leaves the nursing program for any reason before graduation, college will provide nursing faculty to assist county with the process of interviewing and selecting student applicants.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
70	Kern County	KC Dept of Public Health			Agreement - for use of Facilities - # 1109-2008	Department of Public Health	Kern County Department of Public Health (See Amendment No. 2 below)	N/A	N/A	unknown at this time	County and Contractor entered into an Agreement on December 16, 2008, (Agreement No. 1109-2008) and shall continue in effect until such time as either party opts to terminate it, with or without cause.	Agreement shall continue in effect until such time as either party opts to terminate it, with or without cause.	Amendment No. 1 to Agreement No. 1109-2008 between the KCCD, on behalf of Bakersfield College, and the County of Kern, Department of Public Health. The County will use BC's facilities for Point of Dispensing (POD) sites, Casualty Staging Areas (CSA) sites, Alternate Care (ACS) Sites, and mass temporary shelter locations. This amendment expands the scope of service under the original agreement for the provision of additional services due the location identified on BC premises to store ACS response supply caches for the County. All other terms and conditions remain the same. (See Amendment below)	E
71	Kern County	KC Dept of Public Health			Agreement - for use of Facilities - # 1109-2008	Department of Public Health	Kern County Department of Public Health	N/A	N/A	unknown at this time	County and Contractor entered into an Agreement on December 16, 2008, (Agreement No. 1109-2008) and shall continue in effect until such time as either party opts to terminate it, with or without cause.	Agreement shall continue in effect until such time as either party opts to terminate it, with or without cause.	Amendment No. 2 to Agreement No. 1109-2008 between the KCCD, on behalf of Bakersfield College, and the County of Kern, Department of Public Health. The County will use BC's facilities for Point of Dispensing sites, Casualty Staging Areas sites, Alternate Care Sites, and mass temporary shelter locations, for emergency response and support purposes. This amendment expands the scope of service under the original agreement for the provision of additional services due the location identified on BC premises to store ACS response supply caches for the County. All other terms and conditions remain the same.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
72	Kern County	KC Superintendent of Schools KETC		Roy A. Marchetti - (661)636-4559	Agreement - Maintenance, Monitoring and Management of Microwave/ATM Network	Kern County Superintenden t of Schools	Kern County Superintendent of Schools	GU001	07/01/07	06/30/10	The term of this Agreement shall be from the date hereof for an initial period of three (3) years with two (1) automatic one-year renewals, unless this Agreement is terminated sooner pursuant to Paragraphs 11 and/or 26.	This Agreement may be terminated at the convenience of either party upon sixty (60) days written notice.	<b>RENEWAL</b> of a Network Support agreement between the KCCD and Kern County Superintendent of Schools (KCSOS). The KCSOS agreement provides support for the Microwave based network that KCCD relies on for connecting the various colleges and outreach centers together.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
73	County of Kern	WIA - ETR		Verna Lewis	Agreement - Amendment No. 1 to Subgrant under Workforce Investment Act -- Agt # 688-2009	County of Kern	Workforce Investment Act (WIA)-ETR	RP230	07/01/08	06/30/09	unknown	If, through any cause, Agency substantially fails to fulfill in a timely and proper manner its obligations under this agreement, or if Agency substantially violates any of the terms or stipulations of the agreement, County shall thereupon have the right to terminate this agreement in whole or in part by giving written notice to Agency of such termination which shall also specify the effective date thereof. Such notice must be given at leased five days before the effective date of such termination.	<b>AMENDMENT No. 1</b> -- to the Subgrant Agreement under the Workforce Investment Act between the KCCD, on behalf of Bakersfield College, and the County of Kern, Employers' Training resource (ETR). The original agreement allows the County to reimburse BC for supportive services and mileage reimbursements of eligible ETR participants. The amendment increases the amount made available under the Agreement by \$60,000 in order to increase the amount available to pay for participant mileage payments. All other terms and conditions remain the same. The total amount was change from \$274,207 to \$334,207.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
74	County of Kern			Monica Jeffries	Subgrant Agreement	County of Kern	Employers' Training Resource	RP230 - Department of Labor High Growth Emerging Industries Grant	10/01/11	03/31/13	This Agreement shall be in effect from October 1, 2011 through March 31, 2013 while County's WIA program is in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its WIA-funded program(s) for three (3) years as provided in paragraph 3.b. above.	Either Agency or County may terminate this Agreement upon thirty (30) days written notice to the other party. If WIA funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibits "C," "C-1" and "C-2" upon five (5) days written notice to Agency.	Subgrant Agreement between the KCCD and the County of Kern/Employers' Training Resource. This Agreement provides for an Introduction to the Green Economy and Green Jobs course, for participants of the Green Jobs Program Pre-Apprenticeship, and a Building Analyst Certificate course, for participants of the BPI Certification. These courses serve unemployed or underemployed adults, as recommended in the Business Services Report. The term is October 1, 2011 through March 31, 2013. The total amount payable to the District is \$136,579, funded into RP230, Department of Labor High Growth Emerging Industries Grant.	R
75	United States	Dept. of Labor - Health Care Sector & Other High Growth & Emerging Industries		Donna Kelly	Grant Agreement # GJ-20075-10-60-A-6 (See <b>Modification No. Two below</b> )	U.S. Dept of Labor/ETA/OG CM	Dept of Labor - Health Care Sector & Other High Growth & Emerging Industries	New	03/01/10	02/28/13	The period of performance shall be from March 01, 2010 thru February 28, 2013. (See <b>Modification No. Two below</b> )	unknown	A grant on behalf of the KCCD, Clean Energy Center, and the U.S. Department of Labor (DOL), Employment and Training Administration. This project will train 650 utility, 250 wind and 350 solar operations and maintenance technicians. The project targets unemployed, underemployed, and incumbent workers, providing classroom, hands-on and field training. Of the 650 training participants, 600 or 92% will attain a certificate/degree; 565 (86%) will be employed and 525 (93%) will be employed for six (6) months. (See <b>Modification No. Two below</b> )	R

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76	United States	Dept. of Labor - Health Care Sector & Other High Growth & Emerging Industries		Donna Kelly	Grant Agreement # GJ-20075-10-60-A-6 <b>Modification No. Two</b>	U.S. Dept of Labor/ETA/OG CM	Dept of Labor - Health Care Sector & Other High Growth & Emerging Industries	RP442 - US Department of Labor	03/01/10	02/28/13	The period of performance shall be from March 01, 2010 thru February 28, 2013.	unknown	Modification #2 to the U.S. Department of Labor Employment and Training Administration Grant. Modification #2 to the grant provides for the transfer of \$24,268 from the budgeted funds currently allocated for Personnel and Fringe Benefits to the Equipment budget. The equipment purchased with the budgeted funds, as modified, will be used for additional learning technology that will support the need for additional training. All other terms and conditions of the original grant agreement shall remain the same.	R
77	United States	Dept. of Labor - Health Care Sector & Other High Growth & Emerging Industries		Donna Kelly	<b>Subgrant Agreement #110-2011</b> to GJ-20075-10-60A	U.S. Dept of Labor/ETA/OG CM	Subgrant Agreement - Employers' Training Resource (ETR)	RP442 - US Department of Labor	03/01/10	02/28/13	The period of performance shall be from March 01, 2010 thru February 28, 2013, while KCCD's Recovery Act, U.S. Department of Labor programs are in effect and funded by grants from the Federal government to KCCD, except that ETR/County shall continue to retain the records of its program under this agreement for four (4) years as provided in paragraph 3.b. above.	<p>Either ETR/County or KCCD may terminate this agreement upon thirty (30) days written notice to the other party. If Recovery Act, U.S. Department of Labor funds available to KCCD are terminated or reduced, KCCD, may at its sole discretion, terminate or reduce ETR/County's funding described in Exhibit "C": upon five (5) days written notice to ETR/County. In addition to and without limiting the above, if, through any cause, ETR/County substantially fails to fulfill in a timely and proper manner its obligations under this agreement, or if ETR/County substantially violates any of the terms or stipulations of the agreement, KCCD shall thereupon have the right to terminate this agreement in whole or in part by giving written notice to ETR/County of such termination which shall also specify the effective date thereof. Such notice must be given at least five (5) days before the effective date of such termination. In the event of the termination of this agreement for any reason, KCCD shall have no further obligation to pay or any services rendered or expenses incurred by ETR/County after the effective date of the termination, and ETR/County shall repay to KCCD, within thirty (30) days of the notification of termination, all payments made by KCCD to ETR/County which were unearned.</p>	A Subgrant agreement between the KCCD, Clean Energy Center, and Employers' Training Resource (ETR), for services under the U.S. Department of Labor (DOL) Employment and Training administration. The master grant agreement (GJ-20075-10-60A-6) was previously approved by the Board of Trustees at the April 2010 board meeting (total grant amount \$2,768,572). This subgrant agreement will enable the District to provide eligible participants Clean Energy Workforce training.	E

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78	United States	Dept. of Labor - Health and Human Services Division of Cost Allocation		Adam Peck	Indirect Cost Negotiation Agreement	U.S. Dept of Labor	Health Care Sector and Other High Growth Emerging Industries Grant Program under the American Recovery and Reinvestment Act of 2009 Through the U.S. Department of Labor (Department of Health and Human Services Division of Cost Allocation)	Various	07/01/07	06/30/11	This agreement shall be in effect from April 27, 2011 through February 28, 2013. While KCCD's Recovery Act, U.S. Department of Labor programs are in effect and funded by grants from the Federal government to KCCD (March 1, 2010 to February 28, 2011), TCWIB shall retain the records of its program under this agreement for four (4) years as provided in paragraph 3.b. above.	Either TCWIB or KCCD may terminate this agreement upon thirty (30) days written notice to the other party. If Recovery Act, U.S. Department of Labor funds available to KCCD are terminated or reduced, KCCD may, at its sole discretion, terminate or reduce TCWIB's funding described in Exhibit C upon file (5) days written notice to TCWIB. (b) In addition to and without limiting the above, if through any cause, TCWIB substantially fails to fulfill in a timely and proper manner its obligations under this agreement, or if TCWIB substantially violates any of the terms or stipulations of the agreement, KCCD shall thereupon have the right to terminate this agreement in whole or in part by giving written notice to TCWIB of such termination which shall also specify the effective date thereof. Such notice must be given at least five (5) days before the effective date of such termination. (c) Notwithstanding the above, TCWIB shall not be relieved of liability to KCCD for damages sustained by KCCD by virtue of any breach of the agreement by TCWIB, and KCCD may withhold any payments to TCWIB for the purpose of setoff until such time as the exact amount of repayment due KCCD from TCWIB is determined. (d) In the event of the termination of this agreement for any reason, KCCD shall have no further obligation to pay for any services rendered or expenses incurred by TCWIB after the effective	Agreement between the KCCD and the Department of Health and Human Services, Division of Cost Allocation on behalf of the Federal Government. The KCCD applied for and received an indirect cost rate of 32%. This rate can be utilized when applying for certain federal grants for recovery of indirect costs incurred by the grant.	N/A
79	United States	United States	MORAUC	Eileen Bland (202)502-7730	Grant P042A050553	U.S. Dept of Education	Student Support Services-CC		09/01/05	08/31/09	The Performance Period is September 01, 2005 through August 31, 2009	unknown	TRIO Student Support Services (SSS) is a federally funded academic assistance program with the goal of helping participating students stay in school and successfully graduate from CC. SSS assists students in developing and maintaining writing, math, planning, and student skills necessary to be successful in their college experience.	

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80	United States	US Department of Education FIPSE		Ralph Hines	Grant # P116Z100212 (See extension below)	U.S. Dept of Education	US Department of Education FIPSE	New	06/01/10	05/31/11	Budget period 06/01/2010 - 05/31/2011; Performance period 06/01/2010 - 05/31/2011. (see extension below)	unknown	Grant award between the KCCD and the U.S. Department of Education, Fund for the Improvement of Secondary Education (FIPSE) based on a Congressionally-directed grant (earmark). The grant will allow the District to purchase equipment to assist in the delivery of training for occupations as utility workers, or in the utility-scale, residential and commercial scale solar, wind and energy efficiency industry. Training will include workplace skills, including basic skills, for unemployed and underemployed workers who are either new or incumbent industry workers.	R
81	United States	US Department of Education FIPSE		Ralph Hines	Grant # P116Z100212	U.S. Dept of Education	US Department of Education FIPSE	RP463-FIPSE	05/31/11	08/31/11	Budget period 06/01/2010 - 08/31/2011; Performance period 06/01/2010 - 08/31/11.	unknown	Extension to the grant award between the KCCD and the U.S. Department of Education, Fund for the Improvement of Secondary Education (FIPSE) based on a Congressionally-directed grant (earmark). The extension extends the term of the initial agreement from May 31, 2011 to August 31, 2011. The grant will allow the District to purchase equipment to assist in the delivery of student training for occupations including those of the utility workers, residential and commercial scale solar, wind and energy efficiency industry. Training will include workplace and basic skills, for unemployed and underemployed workers who are either new or incumbent industry workers.	N/A
82	United States	US Department of Education and El Camino Community College District		Thomas Fallo	Grant Transfer Agreement P116J100030	U.S. Dept of Education	US Department of Education and El Camino Community College District	New	09/01/10	08/31/14	Budget period 09/01/2010 - 08/31/2011; Performance period 09/01/2010 - 08/31/2014.	unknown	Grant Transfer between the KCCD, on behalf of Bakersfield College, El Camino Community College District and the United States Department of Education-Fund for the Improvement of Postsecondary Education (FIPSE). El Camino Community College is transferring their FIPSE grant award from the U.S. Department of Education, to the KCCD. The purpose of the grant is to develop academic opportunities and to train academic and technical staff; exchange teaching staff, researchers, technical staff; and students specifically in the child development program.	R

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83	United States	US Department of Education, Office of Postsecondary Education		Peter Fusscas	Grant Agreement PR/Award Number: P031C110073	U.S. Dept of Education	US Department of Education, Office of Postsecondary Education	New RP	10/01/11	09/30/16	October 1, 2011 through September 30, 2016	unknown	Grant Award between the KCCD, on behalf of Bakersfield College, and the United States Department of Education, Office of Postsecondary Education. BC was awarded the "Title III, Par F, Hispanic-Serving Institutions Science, Technology, Engineering and Math Degree Programs ("STEM"), and Articulation Programs Cooperative Arrangement Development Five-Year Grant" by the U.S. Department of Education. This grant supports students in transferring from BC to four-year educational institutions, including California State University, Bakersfield ("CSUB") to complete the STEM degree programs. This grant promotes a cooperative curriculum alignment and integration of services and systems between CSUB and BC for improving transfers to these institutions for Hispanic, low-income, first in the family to receive a baccalaureate degree, and other underrepresented minority students. BC will receive funding for five annual budget periods: Year One \$1,199,999, Year Two \$1,200,000, Year Three \$1,199,997, Year Four \$1,200,000 and Year Five \$1,199,996.	R

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84		A.B.Dick	ABDIC		Agreement - Maintenance		AB DICK/IPS	GU001	07/01/10	06/30/11	<p>This agreement shall be in effect for an initial term beginning on the effective date shown on the reverse side and continuing for the number of months shown as the "Initial Months of Coverage" on the reverse side, subject to approvals by Company of the mechanical and/or operational condition of the equipment and subsequent deliver to Customer of a copy of this agreement duly executed by Company and Customer. <b>This agreement shall be automatically renewed at the end of its initial term for successive periods of twelve (12) months each at the current Company rates.</b></p>	<p>This agreement may be canceled by either party at any time by thirty (30) days advance written notice. The Company will refund a sum equivalent to a pro rata portion of any Customer prepayment less any amount due to Company from Customer only if such cancellation occurs within 90 days of the Agreement start date or renewal date after which no refund will be made.</p>	<p><b>RENEWAL</b> Maintenance Agreement between the KCCD, on behalf of Cerro Coso Community College, and A. B. Dick/IPS. ABDick/IPS will provide maintenance as needed to the Duplo Digital Duplicating Machine, Model DP-460H, Serial #071185766, 450,000 copies per year overages @0.00367 per copy includes: Labor, Parts, and Travel, excludes: ink, masters, thermal heads, separation tape, color drums, and all other supplies.</p>	E

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85		AAA Security, Inc.	AAASEC	Tracy Sotelo	Security Contract		AAA Security, Inc.	RP502 PC Parking Restricted Funds	12/01/11	06/30/12	This agreement shall automatically without action by either party extend and renew itself under the same terms and conditions for successive periods of one year each after the initial period unless either party gives to the other at least thirty days written notice prior to expiration date, of its intention to terminate this agreement upon its original or any renewed expiration date.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party. Contractor's obligations under as stated above shall survive the termination of this Agreement. If to Contractor, notice will be addressed to: AAA Security, Inc., PO Box 535, Farmersville, CA 93223. If to KCCD: KCCD, c/o: John Word, 2100 Chester Avenue, Bakersfield, CA 93301.	Agreement between the KCCD, on behalf of Porterville College, and AAA Security, Inc. AAA Security, Inc. will provide guard service for winter break, commencement, sporting and college events, emergencies and other events as needed.	E

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86		ACT Centers	ACT	Scott C. Stimart	Agreement - WorkKeys License Agreement		ACT Centers	RP449	07/01/08	06/30/09	<p style="background-color: yellow;">Agreement shall automatically renew for up to five (5) additional one (1) year terms unless either party gives the other party written notice at least 90 days prior to the end of any term of its intent to not renew the Agreement at the end of the applicable term.</p>	<p>Either party may, upon thirty (30) days prior written notice identifying specifically the basis for such notice, terminate this Agreement in its entirety for breach of a material term or of a material condition in this Agreement, if the breaching party has not cured such breach within said (30) day period; provided however that ACT shall be permitted to suspend all rights granted herein during such 30 day period if the breach by the Licensee represents continuing harm to ACT. In the event of termination or expiration of this Agreement for any reason Licensee shall discontinue use of the Express Score System Materials, discontinue the use of the WorkKeys System Materials, and return all such materials to ACT according to ACT's instructions. Licensee shall certify to ACT, in writing, its compliance with these requirements and that it has permanently deleted or otherwise destroyed all of the Express Score System Materials and the WorkKeys System Materials.</p>	<p>The Workplace Learning project has been a WorkKeys Value-Added Reseller since 2000; this is a new relationship developed by ACT. The WorkKeys Solutions Provider status still allows Workplace Learning to provide testing/scoring services to businesses in its service area (Central Region), while also creating satellite testing sites at Bakersfield College, Porterville and Cerro Coso to serve Career/Tech Ed. students. License fee is based on volume of business; fee is actually lower than set fee under the Value-Added Reseller relationship.</p>	E



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87	ACT, Inc.			Stephanie Lewis	Standard US agreement form		ACT, Inc.	RP302- 268MT1 Matriculation	07/08/10	07/08/11	The term of this Agreement shall be as set forth in Section D of this Agreement ("Initial Term"), subject to earlier termination, as set forth in Paragraph 12 of these TCs. After the Initial Term, <b>this Agreement shall automatically be renewed for successive one-year periods</b> (each a "Renewal Term") under the ACT standard terms and conditions then in effect, unless otherwise terminated as set forth in Paragraph 12 of these TCs. As used herein, the "Term" shall mean the Initial Term and any Renewal Term(s).	Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause by ACT at any time. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Software, Assessments and Services and immediately destroy, or if requested by ACT, return, all copies of the ACT Materials in its possession. Customer shall certify in writing its compliance with these requirements. Further, upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 6, 7, 9, 10, 11 and 12 of these TCs shall survive.	<b>Renewal</b> Agreement between the KCCD, on behalf of Bakersfield College, and ACT, Inc. BC will administer the ASSET (manual method) and COMPASS (computerized method) assessment testing to students for placement into classes at BC. This agreement allows the BC Assessment Center to administer the above tests.	E
88	ADT Security Services, Inc.			James Robinson 661- 328-6169	Agreement - Commercial Sales		ADT Security Services, Inc.	GU001	12/17/08	five years from date of execution	After the initial term, <b>this Agreement shall automatically renew on an annual basis</b> unless terminated by either party upon written notice at least 30 days prior to the anniversary date.	Agreement can be terminated by either party upon written notice at least 30 days prior to the anniversary date.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and ADT Security Systems, Inc. ADT Security Systems, Inc. will provide burglar alarm and monitoring services for the BC Business Office and the Bookstore.	E

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89		Abt Associates Inc.			Professional Services Subgrant Agreement # 29228		Abt Associates Inc.	RP442 US Department of Labor High Growth	10/20/11	02/28/13	Subcontractor will provide the services beginning August 9, 2011 and to be completed by February 28, 2013 ("Schedule")	Abt Associates may at any time, by written notice, terminate this Agreement for default, in whole or in part, if Subcontractor misrepresents or fails to perform as required by the Agreement and such failure is not corrected within 30 days from the date of receipt of written notice from Abt Associates. In addition to any other rights and remedies provided by law, Abt Associates shall be entitled to purchase replacement services from an alternative source, and Subcontractor shall be liable to Abt Associates for any excess costs for such replacement services. Further, Abt Associates may, be written notice, terminate this Agreement for its convenience. Upon termination for convenience, Subcontractor shall be entitled to recover reasonable and allocable costs incurred as mutually agreed for services performed by Subcontractor prior to the date of termination.	A Professional Services Subgrant Agreement between the KCCD and Abt Associates, Inc. The KCCD was awarded a U.S. Dept. of Labor Health and High Growth Emerging Industries Grant (US DOL HGEI) in the amount of \$2,768,573. The grant funds utility, solar and wind technician training throughout the KCCD service area. Abt Associates, Inc. is an internationally renowned firm specializing in data research and analysis provided critical information as a consultant in educational business management. This Subgrant Agreement provides these services to the District and an additional \$15,000 toward any expenses that may arise relating to this required project evaluation by Abt Associates, Inc.	R

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90		Accuvant Inc.		Ed Wittman	Statement of Work		Accuvant Inc.	SRID	06/01/12	12/31/12		Except as otherwise expressly provided in this Service Order, Client agrees to provide Accuvant with ten (10) business days' prior notice of its intention to delay, extend or release a scheduled Accuvant staffing assignment. If Client provides less than ten (10) business days' notice for delaying, extending or releasing assigned consultants, Accuvant may invoice and Client will pay for up to forty (40) hours of consulting services for each consultant delayed, extended or released.	Statement of Work between the KCCD and Accuvant Inc. Accuvant Inc. will provide Wireless (Wi-Fi) Networking installation services to aid KCCD in improving the performance, expanding the coverage and increasing the reliability of Wi-Fi services at all KCCD sites.	E
91		Advertising Contracts		Richard L. Demers 800-533-3080	- Advertising Contract		at&t	GU001	04/01/11		(One time cost) - If not cancelled, the contract is subject to automatic renewal.	Under terms and conditions, except for limited inventory advertising, customer may cancel this contract by written notice to publisher by the date(s) specified in section 3 of the terms and conditions. If not cancelled, the contract is subject to automatic renewal, limited inventory advertising items purchased on a pending availability ("Contingency") basis are subject to the provisions of Section 9 9f the Terms and Conditions.	Advertising Contract between KCCD, on behalf of Bakersfield College, and at&t Real Yellow Pages. at&t Real Yellow Pages will provide advertising for BC and KCCD in the annual phone book publication. This agreement is for white and yellow page listings for BC and KCCD.	E

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92		Advertising Contracts	BAKCAL	John Wells (661)395-7227	- Advertising		Bakersfield Californian - The	GU001	04/01/08	03/31/09	unknown	It is understood and agreed that an advertiser may terminate this contract upon 10 days written notice to the publisher to that effect and shall pay to the publisher for the privilege of early termination an amount of money for space used at the rate specified in the rate card.	The Bakersfield Californian sells classified advertising space for the purposes of employment recruitment advertisements. Under this contract, KCCD is able to place ads, with a human resources purpose, for a daily rate of \$2.83 per column inch and a weekend rate of \$3.22 per column inch.	E
93		Advertising Contracts	BAKMAG	Dale Heflin (661)834-4126	- Advertising		Bakersfield Magazine	GU001-20BP12-5860-671000	Aug 2010	Jun 2011	Rates will be in effect 1 year from date of contract for 6x insertions, 2 years for 7 or 12x insertions.	Cancellation prior to press, but after published copy deadline: 25% of earned rate, plus \$50.00 per hour for any ad production completed by publication.	Advertising agreement between the KCCD, on behalf of Bakersfield College, and Bakersfield Magazine. BC will advertise in six issues of the Bakersfield Magazine. Bakersfield Magazine is a bi-monthly publication which reaches potential influencers and stakeholders who would benefit from continual information about BC.	E
94		Advertising Contracts	ONHEXP	Mike Rosslow	Agreement - Service Messaging		The OnHold Experience	GU001-20BP12-5581-671000	Sept 2011	Aug 2012	September 2010 - August 2011. At the end of the term Customer can choose to renew, relicense, or discontinue and return equipment and productions.	Upon termination of service, Customer shall return equipment and productions TOHE within 30 days at Customer's expense via tractable delivery service. Equipment not returned within this time frame may be subject to a \$495 fee. All productions are licensed and owned by TOHE and can not be duplicated or played outside of this agreement.	Service agreement between the KCCD, on behalf of Bakersfield College, and the OnHold Experience. OnHold Experience is Bakersfield College's provider for on hold message recordings used when phones are placed on hold. OnHold Experience will provide two productions of unique scripts for the College's on hold system.	E

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95		Advertising Contracts	ONHEXP	Mike Rosslow	Agreement - Service Messaging		The OnHold Experience	GU001	01/01/12	12/31/12	January 1, 2012 - December 31,2012. At the end of the term Customer can choose to renew, relicense, or discontinue and return equipment and productions.	Upon termination of service, Customer shall return equipment and productions TOHE within 30 days at Customer's expense via tractable delivery service. Equipment not returned within this time frame may be subject to a \$495 fee. All productions are licensed and owned by TOHE and can not be duplicated or played outside of this agreement.	Agreement between the KCCD and the OnHold Experience. OnHold Experience is the District Office's provider for on hold message recordings used when phones are placed on hold. OnHold Experience will provide one production of a unique script to be used on the District Office's phone system.	E
96		Advertising Contracts	PORREC	Donna L. Schendel	Agreement - Contract		The Porterville Recorder	GU001 Unrestricted Funds	05/01/12		3 months @ \$629.00 per month starting 5/1/12	In the event the Advertiser should fail to perform any the their obligations hereunder, the Porterville Recorder may cancel this agreement, and in the event of such cancellation, the Advertiser agrees to pay, upon demand, for the space used prior to cancellation at the open (non-agreement) rates, less a credit for the amount paid under the reduced rates herein provided.	A contract between KCCD, on behalf of Porterville College, and the Porterville Recorder newspaper. This contract will provide PC advertising in the local newspaper and online website at the agreed upon applicable rates for one year.	E

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97		Advertising Contracts	WASTRI	Jason Reed (661) 758-3063	- Advertising		Wasco Tribune	GU001-20BPI2-5860-671000	Sept 2009		unknown	unknown	Advertising agreement between the KCCD, on behalf of Bakersfield College, and Wasco Tribune. BC will advertise Delano Center Campus programs and services in the Wasco Tribune Festival of Roses Souvenir Program commemorating the Wasco Festival of Roses event. The ad will be full page (7x9.5) full color.	E
98		Airstreams		Mike Messier 661-557-7947	- Wind Turbine Technician Training Program Support Proposal		Airstream LLC	CE012	02/19/09	02/19/10	This contract shall be valid for 12 months from the date of agreement.	The Client may terminate this agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If the agreement is terminated by the Client as provided herein, the Consultant shall be paid an amount equal to the total amount of compensation due the Consultant for services rendered and expenses incurred up to the effective date of termination.	Between the KCCD, on behalf of Cerro Coso College, and Airstreams Training Services. Based on discussions for training and technical evaluation services related to the advanced development of wind turbine technicians, Airstreams Training Services, will provide continued support to CC in the rollout and continuation of their wind turbine technician training program.	E

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99		Alcorn Aire		Ron Nagel	Proposal		Alcorn Aire, Inc.	GU001	Jul 2009	Jun 2010	unknown	The buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.	Proposal between the KCCD and Alcorn Aire, Inc. Alcorn Aire will provide HVAC preventive maintenance services for the Weill Institute which will include service and visual inspection of 70 heating and air conditioning units, exhaust fans, temperature control system and four small computer room units and change filters. This will be done every quarter. \$3,275.00 per service=\$13,100.00 per year. This proposal also includes service and visual inspection of the first floor computer room HVAC system and filter change. This will be done on a monthly basis. \$125.00 per service = \$1,500.00 per year; Total per year = \$14,600.00.	E

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100		Allied Health Education Program Agreement		Anthony Bohn	Allied Health Education Program Agreement		CARE Ambulance, Inc	N/A	07/01/11	06/30/14	The term of this Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2014.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	A new agreement between the KCCD, on behalf of Bakersfield College, Porterville College, Cerro Coso Community College, and CARE Ambulance, Inc. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A



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101		Allied Health Education Program Agreement		Doug Woods	Allied Health Education Program Agreement		C.H.L. EMS D.B.A. American Ambulance of Visalia	N/A	07/01/12	06/30/15		Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	New Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and C.H.L. EMS DBA American Ambulance of Visalia. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

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102		Allied Health Education Program Agreement		Anthony LaMacchia	Allied health Education Program Agreement		Comprehensive Blood and Cancer Center	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College and Comprehensive Blood and Concern Center. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs.	N/A

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103		Allied Health Education Program Agreement		Paul J. Hensler	Agreement - Allied Health Education Program Agreement		County of Kern- Kern Medical Center	N/A	07/01/10	06/30/12	The term of this Agreement shall commence on July 1, 2010 and shall terminate on June 30, 2012.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Porterville College, Cerro Coso Community College, and the County of Kern, a political subdivision of the state of California, which owns and operates Kern Medical Center. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

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104		Allied Health Education Program Agreement		Diana Barrera	Allied Health Education Program Agreement		Crestwood Behavioral Health- Bakersfield	N/A	01/01/12	06/30/14	The term of this Agreement shall commence on January 1, 2012, and shall terminate on June 30, 2014. Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of any event occurring or circumstances existing prior to the date of termination.		Allied Health Education Program Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College and Porterville College, and Crestwood behavioral Health-Bakersfield. This Agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study, and learn in a clinical facility.	N/A

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105		Allied Health Education Program Agreement		Aaron Moses	Allied Health Education Program Agreement		Delano Ambulance	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and Delano Ambulance.	N/A
106		Allied Health Education Program Agreement		unknown	Allied health Education Program Agreement (Second Amendment)		Catholic Healthcare West (Mercy & Mercy Southwest Hospitals) and Bakersfield Memorial Hospital (See Dignity Health)	N/A	07/01/08	6/30/2010 (See Amendment below)	Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective July 1, 2008 ("Renewal Effective Date") for a term of two (2) years commencing on the Renewal Effective Date, and may be renewed by mutual written agreement of the parties."	unknown	Second Amendment to the Education Affiliation Agreement between the KCCCD on behalf of Bakersfield College, Porterville College, Cerro Coso College and Catholic Healthcare West (Mercy & Mercy Southwest Hospitals), and Bakersfield Memorial Hospital for the use of clinical facilities suitable for the educational needs of the Allied Health Programs.	N/A

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107		Allied Health Education Program Agreement		unknown	Allied health Education Program Agreement (Third Amendment)		Catholic Healthcare West (Mercy & Mercy Southwest Hospitals) and Bakersfield Memorial Hospital (See Dignity Health)	N/A	07/01/10	6/30/2012 (See Amendment below)	Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective July 1, 2010 ("Renewal Effective Date") for a term of two (2) years commencing on the Renewal Effective Date, and may be renewed by mutual written agreement of the parties."	unknown	Third Amendment to the Allied Health Education Program Agreement between the KCCCD, on behalf of Bakersfield College, and Catholic Healthcare West (Mercy & Mercy Southwest Hospitals) and Bakersfield Memorial Hospital. The Third Amendment extends the current Allied Health Education Program Agreement for two years effective July 1, 2010 and addresses criminal background checks, inclusion of flu vaccination and terms of renewal language. The original agreement allows Allied Health students the opportunity to practice, study and learn in a clinical facility. All other terms and conditions remain the same.	N/A

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108		Allied Health Education Program Agreement		Dr. Pedro Farinha	Allied health Education Program Agreement		Dignity Health	N/A	01/01/12	01/01/14	The term of this Agreement shall commence on January 1, 2012 and shall terminate on January 1, 2014.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Dr. Farinha Medical Office - Internal Medicine Office. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study, and learn in a clinical facility.	N/A

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109		Allied Health Education Program Agreement		Ms. Christine Traulsen	Allied health Education Program Agreement (Fourth Amendment)		Dignity Health	N/A	07/01/12	06/30/14	Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effectively July 1, 2012 ("Renewal Effective Date") for a term of two (2) years commencing on the Renewal Effective Date, and may be renewed by mutual written agreement of the parties."	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and Dignity Health as reported in the Educational Services Report. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A



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110		Allied Health Education Program Agreement		Bobby Ray Miller	Allied health Education Program Agreement		Dr. Miller's OB GYN Clinic	N/A	01/16/12	12/31/14	The term of this Agreement shall commence on January 16, 2012 and shall terminate on December 31, 2014.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Dr. Miller's OB GYN Clinic. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study, and learn in a clinical facility.	N/A

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111		Allied Health Education Program Agreement		Dr. Vicki Schauf	Allied health Education Program Agreement		Dr. Vicki Schauf - Pediatric Clinic	N/A	01/16/12	12/31/14	The term of this Agreement shall commence on January 16, 2012 and shall terminate on December 31, 2014.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College and Porterville College, and Dr. Vicki Schauf - Pediatric Clinic. This agreement allows students the use of clinical facilities suitable for the educational needs of the allied Health Programs and gives students the opportunity to practice study, and learn in a clinical facility.	N/A

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112		Allied Health Education Program Agreement		Wayne Smith	Allied Health Education Program Agreement		Hallmark of Bakersfield	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	New agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Hallmark of Bakersfield. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

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113		Allied Health Education Program Agreement		Sheila Fryer	Allied Health Education Program Agreement		Hoffmann Hospice	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and Hoffmann Hospice. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs.	N/A

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114		Allied Health Education Program Agreement		Brandon Wainwright	Allied Health Education Program Agreement		Kern Ambulance Service	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	New agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Hallmark of Bakersfield. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
115		Allied Health Education Program Agreement		Richard J. Ruiz	Allied Health Education Program Agreement		Kern High School District	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	New agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Hallmark of Bakersfield. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
116		Allied Health Education Program Agreement		Peter W. Brandon	Allied Health Education Program Agreement		Liberty Ambulance Company	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	A new agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College and Liberty Ambulance Company. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
117		Allied Health Education Program Agreement		Kenny Moyle	Agreement - Allied Health Education Program Agreement		Porterville Convalescent Hospital	N/A	08/01/11	07/31/16	The term of this Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2016.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso College, and Porterville College, and the Porterville Convalescent Hospital. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study, and learn in a clinical facility.	N/A



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
118		Allied Health Education Program Agreement		Albert Aquilos	Allied Health Education Program Agreement		Ridgecrest Healthcare Center	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and Ridgecrest Healthcare Center. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
119		Allied Health Education Program Agreement		W. Brent Soper	Allied Health Education Program Agreement		San Joaquin Community Hospital	N/A	07/01/12	06/30/17	This Agreement shall commence on July 1, 2012, and shall continue until such time as the Agreement is terminated as provided herein or until June 30, 2017.	The Agreement may be terminated by either party, without cause, upon a sixty (60) day advance written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	New agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and San Joaquin Community College as reported in the Educational Services Report. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
120		Allied Health Education Program Agreement		Ms. Kathryn Feuet	Allied Health Education Program Agreement		Southern California Orthopedic Institute	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College and Southern California Orthopedic Institute. This agreement allows students the use of clinical faculties suitable for the educational needs of Allied Health Programs.	N/A

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121		Allied Health Education Program Agreement		Michael R. Hughes	Allie Health Education Program Agreement		Truxtun Radiology Medical Group	N/A	07/01/12	06/30/15	The term of this Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2015.	Notwithstanding the foregoing, either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.	Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College and Truxtun Radiology Medical Group. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility.	N/A

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122		Alzheimer's Disease Association of Kern County		B. Kate Eucce	Allie Health Education Program Agreement		Alzheimer's Disease Association of Kern County	N/A	07/01/11	06/30/14			Agreement between the KCCD, on behalf of Bakersfield College, Porterville College, Cerro Coso Community College, and Alzheimer's Disease Association of Kern County.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
123	American Heart Association, Inc.			Mary C. Cate	- Training Center or TC (See Renewal below)		American Heart Association, Inc.	GU001	07/01/07	05/31/10	The term shall be for a one year period, beginning on 6/1/07. <b>It shall automatically renew for a UP TO 24 month period</b> at the end of the initial term and at the end of each term thereafter, so long as before the end of the term, the AHA provides the TC with written notice of renewal for the following period. <b>Each party is free to decline to renew or extend the term of this Agreement. (See Renewal below)</b>	This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to secure the breach within ten (10) business days after receipt of written notice describing the breach. TC acknowledges and agrees that breach includes, but is not limited to, failure by TC or Training Sites to comply with program and/or curriculum guidelines, and that neither the AHA nor its affiliates nor their officers, employees volunteers or agents shall have any liability for any resulting termination under this Agreement. This Agreement may also be terminated by either party, without cause, upon sixty (60) days' prior written notice.	In order to offer Medical Science B52 (American Heart Association CPR training), the college must be designated as an American Heart Association Training Center. This program of study will enable approximately 350 students per year to receive this education.	R & E
124	American Heart Association, Inc.			Reggie Minor (888)277-5463	Training Center		American Heart Association, Inc.	N/A	06/01/10	06/01/12	2 year extension. Current Agreement expired on 6/1/2010 and we are renewing it for an additional 24 months, therefore your <b>next renewal date will be 6/1/2012.</b>	The terms of the Agreement, paragraph 10.1, allow for the automatic renewal of your contract and signatures are not required. Please attach this letter to your Agreement. If you do not wish to extend or renew this Agreement, please advise us in writing. Although advanced notice is not required to decline the Renewal, kindly give your instructors as much advance notice as possible.	RENEWAL of the Training Center Agreement between the KCCD, on behalf of Bakersfield College, and the American Heart Association. This is a renewal of an existing Training Center Agreement which allows BC to continue offering American Heart Association Basic Life Support courses and to operate as an American Heart Association Training Center, and thereby offer American Heart Association approved courses for students and community members. The renewal period is for an additional 24 months 6/1/2010 through 6/1/2012.	N/A
125	American Meteorological Society		AMEMET	Ira W. Geer	- Supplement to Master License Agreement		American Meteorological Society	GU001	08/15/08	12/31/08	Duration of License: 08/15/08 12/31/08	unknown	American Meteorological Society agrees to provide access to course training materials for Online Weather Studies Course. BC will have access to electronic and hard copy files from an Online Weather Studies Homepage and Online Weather Studies Faculty Homepage.	E

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126		American Red Cross		Ken ?	- Use of Facilities as Mass Care Shelters		American Red Cross		No Term	No Term	unknown	unknown	Agreement between the KCCD on behalf of <b>Porterville College</b> and the Tulare-Kings Chapter of the American Red Cross. The Red Cross provides emergency services in behalf of individuals and families who are victims of disaster. The President is authorized to permit the Red Cross to use PC buildings, grounds and equipment for mass care shelters required in the conduct of Red Cross Disaster Services activities, and wished to cooperate with the red Cross for such purposes.	N/A
127		American Red Cross			- Use of Facilities as Mass Care Shelter		American Red Cross		No Term	No Term	The term of this Agreement shall commence on the date first above written, and shall continue in effect until such time as either party opts to terminate it.	With or without cause, either party may terminate this Agreement at any time upon giving written notice to the other party no less than thirty (30) days in advance of the proposed termination date.	Agreement between the KCCD on behalf of <b>Cerro Coso Community College</b> and the American Red Cross Antelope Valley Chapter. The American Red Cross wishes to use CCCC as an official emergency shelter in the event of a disaster. The American Red Cross provides emergency services to the community when disaster strikes. The disaster relief activities of the American Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims.	N/A

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128		American Society of Composers	AMESOC		- Music License 500624784		American Society of Composers	GU001	07/01/07	June, 2012	This Agreement shall be for an initial term of five (5) years, commencing July 1, 2007, which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.	Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In the event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.	<b>RENEWAL</b> for the use of live or performed music on any campus or center with the district.	E
129		AmeriGas			Contract		AmeriGas	GU001	01/11/10	01/11/11	The fuel price today would be 2.735 per gallon as of 01/11/2010. This price will remain in effect for a term of one year from the date of this signed contract. This contract can be renewed upon mutual agreement between all parties. Terminal Changes may be made due to supply availability.	unknown	Contract between KCCD, on behalf of Cerro Coso Community College, and AmeriGas. AmeriGas will deliver propane to the CCCC Mammoth Campus on a floating rate of \$.70 per gallon over laid in cost of Market Index Terminal #466. It is estimated that the protected rate will save the college \$12,000 to \$15,000 per year on propane cost.	E



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130		Anasazi Instruments			Purchase Agreement - STEM Grant		Anasazi Instruments	RP207 - STEM Grant	N/A	N/A	The resulting contract and warranty is intended to be in effect for a term of five (5) years, upon installation and acceptance of the Nuclear Magnetic Resonance (NMR) Spectrometer system, subject to the KCCD Board of Trustees approval.	KCCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract. The successful Vendor may choose to terminate the contract, and the Vendor must give KCCD 60 days prior written notice by sending an explanation for the termination of their contract to the KCCD, Attention Mr. Tom Burke, Chief Financial Office, 2100 Chester Avenue, Bakersfield, CA 93301.	Contract to Anasazi Instruments for the purchase of an NMR Spectrometer by KCCD, on behalf of Bakersfield College, RFP #BC120402-215CX3, as recommended in the Business Services Report. The bids have been tabulated, reviewed, and recommendations made. This is for the purchase of an NMR Spectrometer for BC's use in support of the STEM Grant program. This product will enable BC's lab-based science courses and may be used for decades to come without special facilities being built nor extra personnel hired. It thus is sustainable after the grant concludes and increases institutional capability. The Agreement includes ongoing support of the hardware and software against defects in materials and workmanship for a period of five years after installation.	E

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131		Angel's Yard Care	ANGYAR	Angel Torres	Agreement for Services		Angel's Yard Care	GU001-211DC0-5681-601000	07/01/10	06/30/11	This agreement shall commence on July 1, 2010 to June 30, 2011.	Either party, at its option, may terminate and cancel this agreement by giving the other party (thirty) days prior, written notice of intention to terminate at any time by mutual consent of the parties in writing.	Agreement between the KCCD, on behalf of Bakersfield College, and Angel's Yard Care. Angel's Yard Care will furnish materials, equipment, and labor to provide landscape maintenance at BC, Delano Campus.	E

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132		Antelope Valley College		Dr. Jackie Fisher	Subcontract Cooperative Agreement AVC - PR/Award Number P031C110009		Antelope Valley College	New	10/01/12	09/30/16	Pursuant to a mutual understanding that the terms of this subcontract do not encumber the implementation of PR/Award Number P031C110009, as granted by the U.S. Department of Education for the explicit purposes of this project, either party may suspend or terminate this subcontract upon thirty (30) days written notice for significant breach of contract/mviolation of the terms and conditions of this subcontract including failure of Cooperative Partner to submit the reports required under this subcontract according to the established schedule. Either party may terminate this agreement upon thirty (30) days written notice if the Project Director and Co-Director determine that program objectives would not be achieved by continuance of the existing contract. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by the subcontractor prior to the date of termination that	unknown	Subcontract Cooperative Agreement between the KCCD, on behalf of Cerro Coso Community College and Antelope Valley College. The overall purpose of this project is to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); and to develop model transfer and articulation agreements between two-year Hispanic Servicing Institutions and four-year institutions in such fields.	R

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133		AP Architects	ADDARC	Chris Addington (661)327-1690	Master Agreement-Architect./Engineering Services		Addington Partnership		05/01/05	04/01/10	The term of this Master Agreement shall commence on May 1, 2005 and shall continue until April 1, 2010, unless terminated earlier in accordance with the provisions of this Master Agreement. Each Work Authorization may be individually terminated in accordance with the provisions of this Master Agreement, even if the Master Agreement is not so terminated. In the event that any services under individual Work Authorization continue after April 1, 2010 (same as expiration date of contract), such services shall continue under the terms and conditions of the Master Agreement until completion, unless specific notice of termination for those services is provided in accordance with the provisions of this Master Agreement.	Termination of Master Agreement--If a Default enumerated in Paragraph XI, the Client may without prejudice to any other right or remedy, after giving the Architect seven (7) days' written notice (provided that the Master Agreement will automatically terminate, at the election of the Client, upon the occurrence of an event described in Paragraph XI.A.A. or 2. above without the need for such notice), terminate the Master Agreement to the date of termination, and for such other documented and verifiable costs and expenses actually incurred by the Architect in accordance with this Master Agreement to the date of termination, including Additional Services. Client's Rights upon termination--Should the Client terminate this Master Agreement and the Architect's services as provided under this Article XI, the Client will acquire all plans, specifications and drawings, including the ownership and use of all drawings, plans, specifications, documents and materials relating to all projects hereunder prepared by or in the possession of the Architect upon payment in full of all monies due Architect. The Architect will turn over to the Client promptly after the effective date of the termination and in good unaltered condition all original drawings plans, specifications, documents and materials and all work performed by subcontractors and other consultants in the employ of the	Client anticipates that from time to time it will require the services of Architect and may make various assignments to Architect as the Client and Architect may agree. The purpose of this Master Agreement is to define the terms and conditions under which all services will be provided. Individual project assignments will be executed through individual Work Authorizations. Each Work Authorization will define the project scope, Client's construction budget, date for completion of services, fee to be paid to the Architect, and any other terms and conditions which are specific to the individual project.	E

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134	Apple Computer Inc.		APPCOM	Michael Taloff	- Itunes U Content/Services Agreement and Addendum		iTunes U Services Agreement	N/A		2013 ?	The initial term of this Agreement shall commence upon the Effective Date of this Agreement and continue for a period of one (1) year after effective date. Thereafter, this agreement will automatically renew for one (1) year terms until either party terminates (for any reason, including for convenience) upon sixty (60) days prior written notice. <b>Not to exceed four (4) renewal periods.</b>	In the event of a party's material breach of this Agreement, the other party may terminate upon fifteen (15) days prior written notice. <b>ADDENDUM-</b> This section is modified by deleting and replacing the second sentence in its entirety as follows: "Thereafter, this Agreement shall renew upon mutual written consent for additional one (1) year periods, not to exceed four (4) renewal periods. Either Party may terminate (for any reason, including convenience) by giving no less than thirty (30) days prior written notice."	Agreement between the KCCD and Apple In. Apple will run and host a service called iTunes U to enable the three campuses (Bakersfield College, Porterville College and Cerro Coso College) faculty and students to upload assignments to a site with domestic and international exposure.	unknown
135	Applied Power Technologies		APPOW	Alberto Pizarro 562-789-1275	- Master Service		Applied Power Technologies	GU001	04/06/09	04/05/11	<b>Shall automatically be renewed for two (2) successive (12) month periods</b> at the prices in effect at the time of each renewal unless Customer sends a written cancellation notice 30 days prior to the end of the term of the agreement.	Customer will be provided with written notice of renewal thirty (30) days prior to expiration, stating the prices for the applicable renewal term prior to each renewal date.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and Applied Power Technologies. This is a renewal of the Applied Power Technologies Maintenance Agreement. Applied Power will perform preventative or remedial maintenance on the Liebert UPS in Information Services server room. If batteries are necessary	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
136		Arbitrage Compliance Specialists (ACS)	ARBCOM	Robert Goubert (800)672-9993	N/A		Arbitrage Compliance Specialists, Inc.	GU001	01/01/10	12/31/12	For the period 1/1/10 - 12/31/12	unknown	Agreement between the KCCD and Arbitrage Compliance Specialists, Inc. (ACS). ACS will provide arbitrage compliance services for the District's bond as required by the Internal Revenue Service.	E
137		Argo Chemical			Agreement for Pool Chemicals/Equipment		Argo Chemical, Inc.	GU001-230MOB-4315-651000	02/08/10	02/08/13	Three years. BC will have the option of a year to year extension of up to 3 years.	unknown	Agreement between the KCCD, on behalf of Bakersfield College, and Argo Chemical. Argo will help BC update and improve its pool chemical storage system. Argo will install a chemical system, at no cost to BC and at no increase in product price, to create a safer system, and to help minimize evaporation, hazardous vapor releases and chemical transfer problems. Argo will supply and provide the equipment, (which will remain the property of Argo), regular inspections and ordinary maintenance (excluding damage repair to be performed by BC), for a period of 2 years. BC shall continue to purchase approximately 10,000 gals. of Sodium Hypochlorite and 1,000 gals. of Hydrochloric Acid from Argo, per calendar year, for a period of 3 years from the date of equipment delivery. BC will have the option of a year to year extension of up to 3 years. Argo will amortize the equipment cost over 4 years of this quantity of product. Sodium Hypochlorite is \$1.98 GL and Hydrochloric Acid is \$1.49 GL.	E

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138		ASH Enterprises	ASHENT	John Hare	Agreement - Planetarium Maintenance Agreement		Ash Enterprises International, Inc.	GU001	06/01/12	05/31/13	Term of agreement / date(s) of service(s): June 1, 2012 to May 31, 2013.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: Ash Enterprise, 1221 Stanhope Avenue, Richmond, VA 23227-2729; If to District, notice will be addressed to: KCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield, CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.	Planetarium Maintenance Agreement between KCCD on behalf of Bakersfield College and Ash Enterprises International, Inc. The Maintenance Agreement provides BC with an annual one-service visit maintenance for the BC Planetarium Star Projector. The service will include the Chronos Star Projector and all Goto furnished associated components. This will include the inspection, cleaning services, alignment, repairs, and specified parts, where needed on said equipment. The dates for the maintenance will be agreed upon by both parties with the first service date to be between June 1, 2012 and May 31, 2013.	E

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139	FORMERLY = GARDA CL WEST INC.	AT Systems West, Inc	GARWES	Maria Zamarripa	Agreement		AT Systems West, Inc.		06/21/04	06/21/05	Agreement shall be in full force and effect from June 21, 2004 until June 21, 2005 and shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof thirty (30) days in advance of each anniversary of the Contract Date.	Agreement shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof thirty (30) days in advance of each anniversary of the Contract Date.	Carrier agrees to render services to customer at the locations, times, prices, frequencies and liability limits.	
140		AT&T		Michelle J. Gutierrez	Advertising Contract		AT&T/Advertising Solutions	GU001	04/01/12	03/31/13	April 1, 2012 (one time cost). Ad runs for 1 year thru March 31, 2013	unknown	Advertising contract between the KCCD, on behalf of Bakersfield College, and at&t Real Yellow Pages. At&t Real Yellow Pages will provide advertising for BC and the KCCD in the annual phone book publication. This agreement is for white and yellow page listings for BC and the KCCD.	E



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141		AT&T Inc.		John Nabatian (818)776-1230	Contract - Maintenance		AT&T, Inc	GU001	12/01/08	01/31/09	unknown	unknown	AT&T will provide installation services to setup, configure and test a Cisco 7609 router which is a replacement for a Cisco 7513 router. This router interconnects the District Office, BC, Delano Center, CC and PC. This router is being replaced because hardware and software support for the Cisco 7513 will no longer be available after 12/18/08.	E
142		AT&T Consulting Solutions, Inc.		Scott Bickel	Statement of Work		AT&T Consulting Solutions, Inc.	GU001	06/06/11	06/30/11	June 6, 2011 - June 30, 2011	unknown	Statement of Work between the KCCD and AT&T Consulting Solutions, Inc. (AT&T Consulting). AT&T Consulting will assist KCCD in the configuration of Cisco routers at Bakersfield College, Delano Center, Porterville College and the District Office for connection to newly install AT&T wide area networking (WAN) services.	E

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143		Autodesk	AUTODE	Polina Safronova (415)507-5467	Agreement - License		Autodesk Design Institute/Klein Educational Systems, Inc.	RP360	8/2008	7/2009	Unless otherwise provided, the term of this License Agreement shall be for one (1) year from the period beginning on the date of invoice of the Software to Institution as evidenced by Autodesk's shipment or invoice date, unless earlier terminated as set forth herein ("Term").	Autodesk reserves the right to terminate or cancel any renewal term if Institution has not submitted the then- current license fees, order form and purchase order within thirty (30) days of any renewal date. Termination for cause--in the event of a breach of this agreement, the non-defaulting party may terminate this license agreement upon not less than thirty (30) days written notice to the other, provided such default is not cured within thirty (30) days after receipt of written notice of such default by the defaulting party. Failure by Institution to pay any amounts when due or to comply with Section 2 of this License Agreement shall be considered a material breach of this License Agreement. Termination upon cancellation of the Program-in the event that Autodesk discontinues the ADI program, this License agreement will terminate at the end of the current term as set forth in Section 4.1 and there shall be no automatic renewal. In the event that Autodesk replaces the ADI program with a similar program during the term, Autodesk shall make such program available to Institution for the remaining months of the term. Autodesk reserves the right to determine if an additional program fee shall apply for the new program.	License agreement to purchase and use the Autodesk software for the Delano CAD class starting in the fall of 2008. Term shall be for one (1) year from the period beginning on the date of invoice of the Software to Institution as evidenced by Autodesk's shipment or invoice date, unless earlier terminated.	E

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144		Bakersfield City School District		Robert Arias	Letter of Understanding GRA0757		Bakersfield City School District	RP221 BC Special Projects Funding	07/11/12	06/29/12	The term of this Agreement will begin on June 11, 2012 and end on June 29, 2012.	unknown	Letter of understanding between the KCCD on behalf of Bakersfield College and the Bakersfield City School District. The Middle School Readiness Math/Science Enrichment Project (MSR-MSEP) is designed to provide academic and support services for 32 migrant students entering their first year of middle school. BC and Bakersfield City School District, Migrant Education, Region 21, will work with middle school students to successfully promote transition from self-contained to departmentalized school structure through counseling and exposure to district-adopted math and science curriculum through enrichment activities. It offers strategies to increase retention and student success; and creates a success plan for middle school and beyond. This project introduces college as a viable goal. The focus on math and science bridges to BC's STEM grant and activities.	R,E
145		Bakersfield College Pool		Dennis Scott 827-3127	Agreement - Use of New Swimming Pool at BC		Bakersfield College Pool		1999	06/01/19	unknown	unknown	Kern High School District will pre-pay Bakersfield College \$350,000 for the use of new swimming pool for 20 years during the Kern High School District's season of sport of swimming. At the conclusion of this agreement, June 1, 2019, the Kern High School District will be given first right to continue the use of the pool at BC's published rental rates for the use of the pool. Rental rates will be calculated at the following: \$14,000 per year for years 1-5; \$16,500 per year for years 6-10; \$18,500 per year for years 11-15; \$21,000 per year for years 10-20.	

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146		Bakersfield College Pool		Bill Potter - 661-327-2579	Contract - Pool		The Wheeler Aquatic Facility		08/11/08	10/31/08	Rental agreement was made and entered into this 11th day August, in the year of 2008 and will remain in effect until 31st day of October in the year of 2008.	Cancellation of this contract by sponsor must be communicated in writing to, and received by, the Aquatics Director a minimum of (30) thirty calendar days.	Rental agreement between Bakersfield College Foundation and Garces High School for the use of The wheeler Aquatic Facility.	
147		Bakersfield College Pool		Charles Pike - 661-871-5080	Contract - Pool		The Wheeler Aquatic Facility		09/02/08	08/31/09	Rental agreement was made and entered into this 2nd day September, in the year of 2008 and will remain in effect until 31st day of August in the year of 2009.	Cancellation of this contract by sponsor must be communicated in writing to, and received by, the Aquatics Director a minimum of (30) thirty calendar days.	Rental agreement between Bakersfield College Foundation and Bakersfield Aquatics Club for the use of The Wheeler Aquatic Facility.	R
148		Bakersfield Police Department		Greg Williamson	Memorandum of Understanding		Bakersfield Police Department	GU001	06/02/11	06/30/16	This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect Until June 30, 2016, or until duly modified or terminated by the parties.	This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date. The indemnification provisions contained in this MOU shall survive termination.	Memorandum of Understanding (MOU), between the KCCD, on behalf of Cerro Coso Community College, and the Bakersfield Police Department. This MOU will continue to provide credit bearing educational programs and services delivered by Bakersfield Police Department Personnel offering quality law enforcement training programs in Kern County, improving community safety and partnering with other entities to promote crime presentation and intervention. This contract is expected to generate an estimated 31 FTES.	E

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149		Bakersfield Redev. Agency - Affordable Housing		Hayward Cox 661-852-7531	Agreement - # RA 05-005 Property Transfer for Affordable Housing Agreement and Master Construction Agreement		Bakersfield Redev. Agency - Affordable Housing		09/12/05			unknown	<p>If Foundation fails to obtain a Certificate of Occupancy for all three single family residences within thirty-six (36) months from the close of escrow transferring the Properties to Foundation, this Agreement shall terminate and Foundation shall automatically return unencumbered title to any Property.</p> <p>Agreement between the Bakersfield Redevelopment Agency, and the Bakersfield College Foundation. Bakersfield College Southeast Bakersfield property acquisition project. The agreement is to transfer ownership of three residential lots to Bakersfield College Foundation for the purposes of training students in the building trades and providing affordable housing for low income families. The BRA established a new project area in southeast Bakersfield on June 30, 1999. One goal of the redevelopment project area designation is to provide affordable housing to low income persons. The Agency has developed opportunities for affordable housing construction, including a low interest construction loan program for developers and a decision to purchase tax delinquent property that could be developed into affordable housing. The agency identified and purchased three such properties on August 4, 2003, 339 South Brown Street, 301 Owens Street, and 124 Hayes Street, to be granted to BC Foundation for the purpose of constructing affordable single family housing, and selling them to qualified low income households. The BRA will offer construction financing, to the Foundation, not to exceed \$100,000.00 at three percent interest per annum.</p>	
150		Bard College			Contract Education		Bard College	CE -Contract Education	2011	2012	Academic year 2011-12	unknown	<p>Agreement for Services between the KCCD, on behalf of Bakersfield College, and the Bard College. BC will offer a total of five courses (Engl B1b, Hist 17a, Art B1, Hist 17b, and Art B2) to high school students in Delano in partnership with Bard College during Fall 2011 and Spring 2012 semester. The District anticipates earning a net income of \$4,621.</p>	R,E

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151		Bard College			Contract Education		Bard College	CE -Contract Education	09/19/11	12/10/11	Fall 2011 semester	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Bakersfield College, and the Bard College. BC will offer a total of two courses (HIST 17a and ART B1) to high school students in Delano in partnership with Bard College during Fall 2011 semester.	R,E
152		Barnes & Noble College Booksellers, LLC	BARNOB	Russell Markman	Agreement - Vendor		Barnes & Noble College Booksellers, LLC	College Student Development Funds	04/01/11	03/31/16	The term of this Agreement will be for five (5) years, beginning May 31, 2011, and ending May 30, 2016. The contract shall renew automatically thereafter for period of one year, unless one party provides the other with one hundred twenty (120) days written notice of non-renewal prior to the expiration of the term or renewal term. Any continuation after the initial term or any extended term shall be on the same terms and conditions as then existing, unless otherwise agreed in writing.	(1) The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a bookstore with the highest standards and commercial practices for operation of a bookstore serving KCCD. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the District's selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from KCCD to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then KCCD may terminate the contract by providing the contractor with written notice (the "Termination Notice").	Authorization for the CFO to select, on behalf of the KCCD, a Bookstore Management firm - The District solicited and received proposals from firms interested in acquiring the exclusive right to operate bookstores at the KCCD. Two nationally recognized firms, Follett Publishing Company and Barnes & Noble, submitted very competitive proposals which would result in estimated payments to the District of between \$3.9M and \$4.2M, primarily based on sales volume, payable over a five (5) year period. The proposals include guarantee payment levels of between \$600,000 and \$540,000 per year, as well as a complete buyout of the inventories and all responsibilities related to the management and operations of the bookstores. Once the selection has been made, and contracts duly executed, the bookstore operations would be transferred away from the District to the selected firm. This transfer would occur as soon as possible, but in no event sooner than April 1, 2011, for a term of five (5) years.	R

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153		BFGC	BFGCAR	Bard Henderson	Agreement		Master Agreement for Architectural/Engineering Services		02/01/07	01/31/12	The term of this Master Agreement shall commence on February 1, 2007 and shall continue until January 31, 2012, unless terminated earlier in accordance with the provisions of this Master Agreement. Each Work Authorization may be individually terminated in accordance with the provisions of this Master Agreement, even if the Master Agreement is not so terminated. In the event that any services under individual Work authorizations continue after January 31, 2012 (same as expiration date of contract), such services shall continue under the terms and conditions of the Master Agreement until completion, unless specific notice of termination for those services is provided in accordance with the provisions of this Master Agreement.	If a default occurs, the client may without prejudice to any other right or remedy, after giving the Architect seven (7) days' written notice (provided that the Master Agreement will automatically terminate, at the election of the Client, upon the occurrence of an event described in Paragraph XI.A.1. or 2. without the need for such notice), terminate the Master Agreement or any or all services of the Architect hereunder. In the event of such termination, the Architect shall be paid its compensation for services performed in accordance with this Master Agreement to the date of termination, and for such other documented and verifiable costs and expenses actually incurred by the Architect in accordance with this Master Agreement to the date of termination, including Additional Services; provided that, the Client may offset any and all losses, damages, expenses suffered or incurred by the Client as a result of the Architect's Default. Notwithstanding anything to the contrary stated in this Master Agreement, either Client or Architect may terminate this Master Agreement for convenience for any reason or without reason at any time upon ten (10) days' prior written notice to the other. In the event of such termination for convenience, the rights and remedies of the Client and Architect (and Architect's engineers and consultants) shall be determined in accordance with the procedures set	Client anticipates that from time to time it will require the services of Architect and may make various assignments to Architect as the Client and Architect may agree. The purpose of this Master Agreement is to define the terms and conditions under which all services will be provided.	unknown
154		Bio-Medical Applications of California, Inc. d/b/a Fresenius Medical Care of Bakersfield					Bio-Medical Applications of California, Inc. d/b/a Fresenius Medical Care of Bakersfield	N/A	03/12/12	03/12/13	The term of this Agreement shall be for one (1) year beginning on March 12, 2012. Thereafter, the Agreement shall renew automatically for a maximum of four one (1) year periods unless sooner terminated as provided herein.	Either party may terminate this Agreement, absent specific cause, at any time by giving sixty 60 days written notice stating the effective date of termination. Either party may terminate this Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.	New Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and Bio-Medical Applications of California, inc. DBA Fresenius Medical Care of Bakersfield. This agreement allows students the use of clinical facilities suitable for the educational needs of the Allied Health Program and gives students the opportunity to practice, study and learn in clinical facility.	N/A

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155		Bishop Paiute Tribe		WaSuYaa (Susie) West	Agreement - Letter of Commitment		Bishop Paiute Tribe	CE010 Contract Education	04/12/12	04/12/12	The term of this Agreement begins April 12, 2012 and extends through April 30, 2012, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between KCCD, on behalf of Cerro Coso Community College, and Bishop Paiute Tribe - Tribal Employment Rights Office (TERO). CCCC will deliver a one-day "Writing for the Workplace" workshop on-site at the Bishop Paiute Tribe (TERO Division) on April 12, 2012.	R,E
156		Bishop Paiute Tribe		William Vega	Agreement - Letter of Commitment		Bishop Paiute Tribe	N/A	N/A	N/A	unknown	unknown	Letter of Commitment between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe for the Participation in the American Recovery and reinvestment Act of 2009. The purpose of this LOS is to participate with the Bishop Paiute Tribe in the solicitation for grant applications for Pathways out of Poverty CFDA 17.275. CC is interested in participating as an active partner with the Bishop Paiute Tribe to deliver green jobs training in solar technology and to secure a US Department of Labor "Pathways out of Poverty" grant.	N/A



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157		Bishop Paiute Tribe		WaSuYaa "Susie" West	Agreement - Letter of Agreement		Bishop Paiute Tribe	CE010 Contract Education	02/18/12	02/18/12	The term of this Agreement begins February 1, 2012 and extends through the following date: March 1, 2012, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Letter of Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe - TERO. CCCC will deliver two 4-hour "Flagging" classes at the Bishop Paiute Tribe in Bishop, California on February 18, 2012. This class will show participants the proper fundamentals of flagging moving traffic at road construction sites. Specifically, participants will learn: (a) Flagger equipment which must be used and the layout of the work zone and flagging station (b) Methods to signal traffic to stop, proceed or slow down and methods of one-way traffic control (c) A trainee demonstration of proper flagging methodology & operations (d) Emergency vehicles traveling through the work zone and how to handle emergency situations (e) Methods of dealing with hostile drivers and flagging procedures when a single flagger is used (when applicable). Flaggers must be trained in the principles that are spelled out in the California Code of Regulations - Construction Safety Orders before workings a Flagger. This class would satisfy these regulations. California does not require Flaggers to be certified.	R, E

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158		Bishop Paiute Tribe		Carlos Hernandez	Agreement - Services		Bishop Paiute Tribe	CE -010 Contract Education	06/22/11	06/22/11	The term of this Agreement begins June 22, 2011 and extends through the following date: June 23, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe. CCCC will provide a 7-hour Customer Service class through Contract Education for the Bishop Tribe. This class will be held at the Bishop Tribal Employment Rights Office for up to thirty participants focusing on instruction covering a wide variety of internal and external customer services.	R,E
159		Bishop Paiute Tribe		Carlos Hernandez	Agreement for Services		Bishop Paiute Tribe	CE -010 Contract Education	06/23/11	06/23/11	The term of this Agreement begins June 23, 2011, and extends through the following date: June 23,2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe. CCCC will provide a 3-hour Customer Service class on June 23 (at \$750) through Contract Education for the Bishop Paiute Tribe. This class will be held at the Bishop Tribal Employment Rights Office for up to thirty participants focusing on instruction covering a wide variety of internal and external customer services. This 3-hour class has the same general content as the 7-hour (June 22) Customer Service class submitted for approval last month.	R,E

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160		Bishop Paiute Tribe		Paula Chandler	Agreement for Services		Bishop Paiute Tribe	CE -010 Contract Education	12/12/11	12/15/11	The term of this Agreement begins December 12, 2011, and extends through the following date: December 15, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe. CCCC will deliver the following one-day classes: "Excel 2007", "Outlook 2007", "Communicating with Difficult People" for the Bishop Paiute Tribe. The communication skills class will be offered twice - once on December 12, and again on December 13. The classes will be held at the Eastern Sierra College Center in Bishop. The district will generate approximately \$4,378.	R,E

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161		Bishop Paiute Tribe		WaSuYaa "Susie" West	Agreement for Services		Bishop Paiute Tribe	CE010 Contract Education	05/21/12	06/30/12	The term of this Agreement begins May 21, 2012, and extends through the following date: June 30, 2012, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Bishop Paiute Tribe. CCCC will deliver the following training classes on-site at the Bishop Paiute Tribe: "Confined Space" on May 21, 2012, "Federal OSHA-10" on June 4 - 5, 2012; The district will general approximately \$1,400.	R,E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
162		Blackboard, Inc. (Formerly Presidium, Inc.)			Agreement - Education Services <b>Master Agreement - RFPB10001</b>		Blackboard, Inc. (Formerly Presidium, Inc.)	GU001			Five years	unknown	Contract for the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and the District Office, to provide Help Desk Services for all students, faculty and staff, Bid No. B10001, as recommended in the Business Services Report. A formal bid process has been completed and the results have been tabulated, reviewed and recommendations have been made. KCCD's wishes to provide more effective IT support services resulting in improved ability to support new and changing services, faster problem resolution times, expanded hours of Help Desk service operation and providing more Help Desk services for students. Key to meeting these objectives is providing a 24/7/365 Help Desk Service for students, faculty and staff that is available when they need assistance, provides multiple modes of communicating with Help Desk agents and is focused on resolving issues quickly, accurately and at a lower cost per contact. It is recommended that a maximum of \$750,000 of district-wide reserves be used to fund this service over a four year period as the allocation of costs are transitioned from reserves to being allocated to the colleges via the Budget Allocation model process.	E
163		Blackboard, Inc. (Formerly Presidium, Inc.)		Tess Frazier	Renewal Agreement		Blackboard, Inc. (Formerly Presidium, Inc.)	unknown	10/01/11	09/30/12	This Agreement will renew for a 12 month period from October 1, 2011 to September 30, 2012 for the fees listed above. All other terms and conditions remain in full force and effect. October 1, 2011- September 30, 2012 (Second annual term of five year agreement approved by the Board on September 9, 2010)	unknown	Amendment between the KCCD and Blackboard, Inc. For each year of the five year term of the agreement, Schedule A, an addendum to the Presidium Master Agreement, must be renewed as outlined in the Master Agreement. The amendment adds an additional service level requirement, increases the monthly call volume levels to reflect actual call volume levels and sets the fees for the second annual term.	N/A

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164	Blackboard Connect Inc		BLACON		Agreement - Higher-Ed EIN #20-05-97724		Blackboard Connect Inc	GU001	07/01/12	06/30/15	The Service Period shall be for a period of three (3) years commencing on July 1, 2012. Notwithstanding the Service Period or the Effective Date, Customer acknowledges that the terms of this Agreement will govern usage on the date that a Recipient's contact information provided by the Customer to Blackboard or provided through the Web Portal (the "Recipient Data") is input into the Blackboard system until the date the Recipient Data is deleted from the Blackboard active database.	(A) Termination With Cause: Either party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by the Customer for an uncured material breach, Customer will receive a pro-rated refund of the Message Fee calculated from the date of termination to the end of the applicable annual period provided however that it will not receive a refund of the Support Fee. (B) Termination Without a Cause: The Customer can terminate the Agreement at the end of each annual period by giving at least thirty (30) days prior written notice. (C) Effect of Termination: Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 3, 4 and 6-11 shall survive such termination. (D) Renewal. Customer may renew by signing the then-existing Blackboard standard contractual terms and rates prior to the expiration of the Service Period.	Services agreement between the KCCD and Blackboard Connect Inc. for use of the Connect-Ed for Higher Education multi-modal messaging service. Connect-ED for Higher Education service will provide KCCD with a multi-modal (voice, text, email, etc.) messaging service to send emergency and non-emergency messages to students and staff. The annual support fee is based upon \$2,350 plus \$1.70 times the total number of enrolled students and active employees.	E

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165		Blare Media		Blake Barnett 559-434-1226 ext. 7	Agreement - Statement of Work		Blare Media	RP611	One day shoot & 20 hrs of digital editing		unknown	unknown	Agreement between the KCCD, on behalf of Porterville College, and Blare Media. PC has a need to create a dramatic and inspirational video production collaboratively with PC's management staff that will positively stir the emotions of future PC students. This video production will cover all of the Career & Technical Programs on campus. Blare Media will provide a Campaign Launch Video for PC Recruitment & Marketing Video.	E

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166	BMI	BMI	BMI	Michele Reynolds (877)264-2137	Agreement - Renewal license Agreement 1221537		BMI (Broadcast Music, Inc.)	GU001	07/01/07	06/30/10	The period commencing July 1, 2007 and ending June 30, 2010 and <b>shall be extended for additional period of one (1) year each</b> , unless canceled pursuant to Paragraph 6 herein, or at the end of the Initial Term or any subsequent Contract Year upon thirty (30) days advance written notice. Each twelve (12) month period commencing July 1 and ending the following June 30 shall be referred to as a "Contract Year".	Upon any breach or default of the terms and conditions of this Agreement that continues for thirty (30) days after Licensee's receipts of written notice thereof, BMI may, at its sole option, cancel this Agreement. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI may, at its sole option, cancel this Agreement. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by Licensee in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement hereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph. In the event of such cancellation, BMI agrees to refund to Licensee any unearned license fees paid in advance to BMI by Licensee. In the event Licensee ceases to operate as an institution of higher education, or where Licensee ceases the public performance of music licensed by BMI, Licensee may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which Licensee may have. In the event of such cancellation, BMI agrees to refund to Licensee any unearned license fees paid in advance to BMI by Licensee.	<b>RENEWAL</b> I license agreement for the use of live or performed music on any campus or center within the district including cable television rights.	E
167	Brinks	Brinks		Gay Landry	Agreement - Service RSTE8280892846		Brinks	GU001	08/28/08	08/28/09	Effective 8/28/08 and <b>shall continue for a period of 12 months and thereafter from year to year until cancelled</b> , by either party, on sixty (60) days written notice prior to any anniversary date hereof.	Either party may terminate this agreement in the event of a material breach by the other party of any material term of this agreement (including non-payment), provided that such notice is required where the breach is non-payment of amounts due. If such breach is cured within the applicable notice period, then this agreement shall continue in full force and effect.	Brinks will provide pick up services for property located at <b>Cerro Coso and Porterville College</b> .	E



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168		Brinks		Gay Landry	Agreement - Service EDIZ7170991649		Brinks	GU001	08/01/09	08/28/10	Effective 8/1/09 and shall continue for a period of one year. Thereafter this Agreement shall automatically renew from year to year until cancelled, by either party, on at leased sixty (60) days written notice prior to the anniversary date.	Either party may terminate this agreement in the event of a material breach by the other party of any material term of this agreement (including non-payment), provided that such notice is required where the breach is non-payment of amounts due. If such breach is cured within the applicable notice period, then this agreement shall continue in full force and effect.	Brinks will provide pick up services for <b>Porterville College</b> .	E
169		California Mini-Corps		Ernesto Ruiz	Memorandum of Understanding		California Mini-Corps	N/A	08/01/12	08/31/13	The terms of this agreement begins August 1, 2012, and terminates August 31, 2013. The term of this contractual agreement is contingent upon funding.	It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this agreement. Either party may terminate the agreement upon thirty (30) days written notice of the other party.	<b>RENEWAL Agreement</b> between the KCCD, on behalf of Porterville College, and the California Mini-Corps. PC will provide office space and student services support to the California Mini-Corps Program. The California Mini-Corps Program will conduct and provide an array of pre-teaching training experience to eligible college students and give them the opportunity to work with migrant children in a classroom setting.	N/A
170		California Colleges for International Education (CCIE)		Dr. Jacob Ng - 510-466-7295	Annual Membership		California Colleges for International Education (CCIE) Peralta Community College District	GU001	07/01/09	06/30/10	unknown	unknown	Annual membership in the California Colleges for International Education (CCIE) for 2009-10, at a total cost to the District of \$850.00, as recommended in the Business Services Report. The membership dues includes institutional membership for the District Office and Bakersfield, Cerro Coso Community and Porterville Colleges.	E

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171		California State University, Bakersfield		Carrie Rockwell	Letter of Understanding		California State University, Bakersfield	New RFP	10/01/10	09/30/15	This Agreement has an effective date of October 1, 2010, and will continue in force until September 30, 2015, unless otherwise terminated as provided in this Agreement.	The parties may terminate this Agreement prior to its expiration date as follows: (A) Termination by Agency. Agency may terminate this Agreement if District commits a material breach of this Agreement and fails to cure such a breach within 30 days after written demand. (B) Termination by District. District may terminate this agreement with immediate effort in the following cases: (1) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand.	Letter of Understanding between the KCCCD, on behalf of Bakersfield College, and California State University Bakersfield (CSUB). CSUB received a grant from the United States Department of Education, referred to as the "Title V Computer Engineering Program," for the purpose of matriculating students from BC to the four-year educational institution to complete engineering degree programs. BC and CSUB are interested in promoting a cooperative curriculum alignment and integration of services and systems to improve transfer to baccalaureate granting institutions for Hispanic, low-income students, first in the family to receive a baccalaureate degree, and other under-represented minority students. CSUB agrees to reimburse the District for expenses incurred for implementing the objectives stipulated in the Title V Computer Engineering Program during Year One, not to exceed the sum of \$98,102.10.	R

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172		California State University, Bakersfield		Michael Chavez	Agreement for the Provision of Instruction Programs		California State University, Bakersfield	N/A	N/A	N/A	on-going basis.	<p>This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.</p>	<p>Agreement between the KCCCD, on behalf of Bakersfield College, and California State University Bakersfield (CSUB). CSUB has established an internship program of special training for Master of Science students with emphasis on Counseling, School Counseling or College Student Affairs (EDCS). The program requires facilities and environment where the University students can obtain the learning experience required in the University's curriculum. The District has the setting needed by the program trainees as part of their practical learning experience. This agreement will enhance the CSUB/District relationship; will further student success; and the interns will be able to assist our current students in a variety of activities including assistance with Veteran students and the proposed Veterans Resource Center. This program will also assist faculty in the facilitation of workshops and classes, which may provide greater assistance to our students, as well as offer the potential for the interns to assist in other areas of student services, such as Work with the LCSW in the Health Center to co-facilitate group counseling sessions for our students.</p>	N/A

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173		California State University, Bakersfield		Michael Chavez	Rider to Agreements-CSUB Use of Space at BC		California State University, Bakersfield	N/A	05/27/11	N/A	on-going basis.	unknown	Rider to Agreements between the KCCD, on behalf of Bakersfield College, and California State University Bakersfield (CSUB). This Rider to Agreements provides for the mutual indemnification and insurance policies between the parties with respect to any and all uses and activities pursuant to multiple written and unwritten approved collaborative agreements between the parties that, in part, require and/or permit CSUB to provide faculty and/or non-faculty employees of CSUB to enter and work in various areas of the BC campus.	N/A

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174		California State University, Long Beach		Forouzan Golshani, Jeet Joshee	Memorandum of Understanding		California State University, Long Beach	N/A	07/01/11	12/31/13	N/A	N/A	Memorandum of Understanding between the KCCD, on behalf of Cerro Coso Community College (CCCC), and the California State University, Long Beach (CSULB). CSULB College of Continuing and Professional Education (CCPE) and the College of Engineering (COE) will provide innovative engineering education to the Greater Antelope Valley (GAV) region. The program will be offered at Lancaster University (LUC). The agreement is a shared commitment among CSULB colleges and CCCC to ensure students in the region have access to high quality affordable engineering education. There will be no cost to the District.	N/A

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175		California State University Sacramento		unknown	Agreement for Services		California State University Sacramento	New RP	07/01/10	06/30/11	The term of this Agreement begins July 1, 2010 and extends through the following date: June 30, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of its California Compliance School Program (CCSP), and California State University, Sacramento (CSUS), pursuant to a service order issued by the Department of Toxic Substances Control (DTSC). Pursuant to DTSC's service order, CSUS purchased outreach services and the reservation of nine classroom seats in each of the CCSPs twelve Hazardous Waste Generator classes to be held at various locations throughout California. DTSC will work with CCSP staff to coordinate the identification of potential state funded attendees to fill the classroom seats in each lass.	R
176		Cal-PASS		Brad Phillips	Agreement - MOU		California Partnership for Achieving Student Success	N/A	03/06/08	06/30/15	This MOU shall be in effect for any institution for the period commencing from the effective date established pursuant to Section 11 until June 30, 2015.	Any participant(s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to Brad Phillips, Grossmont-Cuyamaca Community College District. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.	Cal-PASS collects, analyzes, and shares student data in order to track performance and improve success from elementary schools through universities.	N/A

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177		CalWORKs Off Campus Work Study Agmts - CC		Cedrick L. Knight	Agreement - Off-Campus Agreement for CalWORKs Work Study		NDTI, New Directions Technologies Incorporated	RP350	07/01/07	06/30/09	unknown	This agreement shall be subject to the availability of funds granted to the Institution for this program. This agreement may be amended upon mutual written consent of the Employer and the Institution. This agreement may be terminated by either party if there is failure by the other party to employ with the provisions of this agreement. This agreement will remain in effect until terminated 30 days written notice by either party.	Agreements between the KCCD, on behalf of <b>Cerro Coso College</b> , and <b>NDTI, new Directions Technologies Incorporated</b> . CC CalWORKs program provides work study opportunities for their students on and off campus. The CalWORKs program at CC can reimburse off campus employers up to 75% of wages and benefits paid out to CalWORKs work study students, up to one year of employment. CalWORKs is funded through the State Chancellor's Office as a categorical grant program.	E
178		CalWORKs Off Campus Work Study Agmts - CC		Stephen Smith	Agreement - Off-Campus Agreement for CalWORKs Work Study		Postal Service Plus, & Sierra Cocktail and Supper Club	RP350	11/01/07	10/31/09	unknown	This agreement shall be subject to the availability of funds granted to the Institution for this program. This agreement may be amended upon mutual written consent of the Employer and the Institution. This agreement may be terminated by either party if there is failure by the other party to employ with the provisions of this agreement. This agreement will remain in effect until terminated 30 days written notice by either party.	Agreements between the KCCD, on behalf of <b>Cerro Coso College</b> , and <b>Sierra Cocktail and Supper Club (SCSC)</b> . Provide internship positions for CC CalWORKs students. The CalWORKs program at CC can reimburse off campus employers up to 75% of wages and benefits paid out to CalWORKs work study students, up to one year of employment. CalWORKs is funded through the State of Chancellor's Office as a categorical grant program.	E
179		CalWORKs Off Campus Work Study Agmts - CC		Stephen Smith	Agreement - Off-Campus Agreement for CalWORKs Work Study		Sierra Cocktail & Supper Club	RP350	11/01/07	10/31/09	unknown	This agreement shall be subject to the availability of funds granted to the Institution for this program. This agreement may be amended upon mutual written consent of the Employer and the Institution. This agreement may be terminated by either party if there is failure by the other party to employ with the provisions of this agreement. This agreement will remain in effect until terminated 30 days written notice by either party.	Agreements between the KCCD, on behalf of <b>Cerro Coso College</b> , and <b>Postal Service Plus (PSP)</b> . Provide internship positions for CC CalWORKs students. The CalWORKs program at CC can reimburse off campus employers up to 75% of wages and benefits paid out to CalWORKs work study students, up to one year of employment. CalWORKs is funded through the State of Chancellor's Office as a categorical grant program.	E

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180		CalWORKs - PC		Lois O. Sheffield, Contract Mgr, Tulare Co Off of Educ; John Canelee, Tulare Co Supt of Sch	Agreement - Renewal		CalWORKs - PC	RP350	07/01/08	06/30/09	unknown	Each party may terminate Agreement for the material breach of any covenant, term or condition of Agreement by the other party, its officers, agents or employees, provided the breach is not cured within twenty (20) calendar days for written notice thereof is presented to the non-terminating party. Either party may terminate this Agreement after thirty (30) calendar days notice to the other party. Should PC terminate this Agreement as provided herein, PC shall pay contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in section 7 "Compensation" herein. Notwithstanding any other provision of this agreement, either party hereto may terminate this Agreement by service of thirty (30) days written notice to the other party in the manner set forth in Paragraph 13.	Porterville College CalWORKs will provide child care services for students receiving TANF through Resource and Referral. PC students, who are active CalWORKs participants have the option of having child care covered through the CalWORKs program. Expenses will be covered by the CCCC of CalWORKs.	E



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181		CalWORKs Work Study Agreements - PC		Craig Busby	PC CalWORKs Work Study Off Campus Agreement 201030-010		Anderson Fence Company	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Anderson Fence Company</b> . Anderson Fence Company will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
182		CalWORKs Work Study Agreements - PC		Andrea Espinoza	PC CalWORKs Work Study Off Campus Agreement 201030-018		Andrea Espinoza, M.D.	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This Agreement, when executed, shall be in effect as of the date specified above, and shall continue in effect until June 30, 20123 or upon written notification of student ineligibility,	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Andrea Espinoza, M.D.</b> Andrea Espinoza, M.D. will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: assisting patients with appointments, receptionist duties, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E

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183		CalWORKs Work Study Agreements - PC		Martha Anguiano	Agreement 2007-30-003		Anguiano's Daycare	RP350 RP314	05/13/09	06/30/10	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2010 or upon written notification of student ineligibility.	unknown	<b>RENEWAL</b> - Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Anguiano's Daycare</b> . Anguiano's Daycare will provide intern positions for PC students in CalWORKs program majoring in Child Development. Potential job skills to be learned are: ability to work with preschool age children, arts and crafts, monitor hygiene, proper nutrition and communication skills with parents. Expenses will be covered by the California Community Colleges Chancellor's Office, CalWORKs and TANF-CDC grants. The expenses also reflect the effect of State budget reductions.	E
184		CalWORKs Work Study Agreements - PC		Meikie Manning	Agreement - Renewal 200730-001		Central California Family Crisis	RP350	05/05/09	06/30/10	This agreement when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2010 or upon written notification of student ineligibility.	unknown	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Central California Family Crisis Center</b> . Central California Family Crisis Center will provide intern positions for PC students in the CalWORKs program majoring in Human Services, Social Sciences, and Psychology. Potential job skills to be learned are communication skills, peer support counseling skills, psychology intake forms, and complaint procedures, making referrals to community agencies, etc. Expenses will be covered by the California Community College Chancellor's Office, CalWORKs Grant and Central California Family Crisis Center. The expenses also reflect the effect of State budget reductions.	E

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185		CalWORKs Work Study Agreements - PC		Anna Greene	Agreement - # 201030-012		Central California Family Crisis	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This Agreement when executed, shall be in effect as of the date specified above, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Central California Family Crisis Center</b> . Central California Family Crisis Center will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: child advocate assistance, maintaining children's play area, case management assistance, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration /TulareWORKs; Agreement number 6174.	E
186		CalWORKs Work Study Agreements - PC		Susana De Ande	Porterville College CalWORKs Work Study Agreement (Off-Campus Agreement) - Contract # 200970-006		Community Water Center	RP350	12/03/09	06/30/10	This Agreement, when executed, shall be in effect as of the date November 13, 2009, and shall continue in effect until June 30, 2010 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and the <b>Community Water Center</b> . Community Water Center will provide intern positions for PC students majoring in Business, Business Administration, and Office Technology. Potential skills to be learned are: ability to work with diverse people, customer service, filling, conducting surveys, record keeping, and knowledge of computer programs to create newsletters, flyers, etc. Expenses will be covered by the California Community Colleges Chancellor's Office, CalWORKs Grant and Community Water Center. The expenses also reflect the effect of State budget reductions.	E

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187		CalWORKs Work Study Agreements - PC		Cory Randall	PC CalWORKs Work Study Off Campus Agreement 201250-001		David Evans Farming	RP350 CalWORKs	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>David Evans Farming</b> . David Evans Farming will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: input of farm production figures into agricultural systems, special introduction to ag-specific software, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
188		CalWORKs Work Study Agreements - PC		Dr. Ramu Thiagarajan	PC CalWORKs Work Study Off Campus Agreement 201130-001		Porterville Unified School District	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Dr. Ramu Thiagarajan</b> . Dr. Ramu Thiagarajan will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: assisting patients with appointments, receptionist duties, answering telephones, computer skills, and other duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E

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189		CalWORKs Work Study Agreements - PC		David Hawkes	Agreement - 200830-002		Employment Connection	RP212	05/22/12	06/30/13	This Agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Employment Connection</b> . Employment Connection will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: assisting clients with computer programs, reception duties, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration /TulareWORKs; Agreement number 6174.	E
190		CalWORKs Work Study Agreements - PC		Sylvia Harral	PC CalWorks Work Study Off Campus Agreement 201030-010		Family H.E.L.M. Health Center	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Family H.E.L.M. Health Center</b> . Family H.E.L.M. Health Center will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E

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191		CalWORKs Work Study Agreements - PC		Sarah Durham	PC CalWORKs Work Study Off Campus Agreement 201030-010		Hanson Travel Ideas	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Hanson Travel Ideas</b> . Hanson Travel Ideas will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
192		CalWORKs Work Study Agreements - PC	Nathan Wobrock		Agreement 200750-001		Hoops Preschool	RP350 RP314	05/05/09	06/30/10	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2010 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Hoops Preschool</b> . Hoops Preschool will provide intern positions for eligible PC Child Development students in the CalWORKs and TANF programs. Potential job skills to be learned are: assist teachers in the development of lesson plans, lead group sessions in math and English area as well as arts & crafts; monitor hygiene, and all other children activity. Expenses will be covered by the California Community Colleges Chancellor's Office, CalWORKs and TANF-CDC grants. The expenses also reflect the effect of State budget reductions.	E

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193		CalWORKs Work Study Agreements - PC		Leticia Santamaria	Agreement 200930-006		Leticia Santamaria Daycare	RP350 RP314	05/13/09	06/30/10	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2010 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Leticia Santamaria Daycare</b> . Leticia Santamaria Daycare will provide intern positions for eligible PC Child Development students in the CalWORKs and TANF programs. Potential job skills to be learned are: ability to work with preschool age children, nutrition information, and art activities for specific ages, dramatic play, and creating lesson plans in English and Spanish. Expenses will be covered by the California Community Colleges Chancellor's Office, CalWORKs and TANF grants. The expenses also reflect the effect of State budget reductions.	E
194		CalWORKs Work Study Agreements - PC		David Mitchell	PC CalWorks Work Study Off Campus Agreement 201030-009		Mitchell's Jewelers	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Mitchell's Jewelers</b> . Mitchell's Jewelers will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E

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195		CalWORKs Work Study Agreements - PC		R. Ignacio de la Rosa	PC CalWORKs Work Study Off Campus Agreement 201030-007		O.L.A. Raza, Inc.	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and O.L.A. Raza, Inc. O.L.A. Raza, Inc. will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are ability to work with diverse people, customer service, filing, research, telephone assistance. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
196		CalWORKs Work Study Agreements - PC		Ana Flower Erikson	PC CalWORKs Work Study Off Campus Agreement 200830-004		Port Naz Christian Academy	RP212 Tulare County Health & Human Services Administration	05/22/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Port Naz Christian Academy</b> . Port Naz Christian Academy will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are ability to work with diverse people, customer service, filing, research, telephone assistance. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E



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197		CalWORKs Work Study Agreements - PC		Kayla Muller	PC CalWORKs Work Study Off Campus Agreement 200830-004		Porterville Adult Day Services	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Porterville Adult Day Services</b> . Porterville Adult Day Services will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: assisting staff to meet the individual needs of adult clients, interact with aging adults, assist with activity centers, assist with adult's hygienic needs, and other duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
198		CalWORKs Work Study Agreements - PC		Donnette Silver Carter	PC CalWORKs Work Study Off Campus Agreement 200950-003		Porterville Chamber of Commerce	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Porterville Chamber of Commerce</b> . Porterville Chamber of Commerce will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are ability to work with diverse people, customer service, filing, computer graphics and programs to create newsletters, flyers, etc. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E

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199		CalWORKs Work Study Agreements - PC		Ken Gibbs	PC CalWORKs Work Study Off Campus Agreement 201130-001		Porterville Unified School District	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Porterville Unified School District</b> . Porterville Unified School District will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: assisting teachers in classroom setup, interacting with children, assisting with activity centers, organizing classroom supplies and materials, and other duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
200		CalWORKs Work Study Agreements - PC		M. Rarkin	Agreement - Renewal 200750-003		Tulare County Office of Education	RP350 RP314	07/01/08	06/30/09	This Agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2009 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Tulare County Superintendent of Schools</b> . Expenses will be covered by the California Community Colleges Office of CalWORKs and the Porterville College TANF grant. Tulare County Superintendent of Schools will provide intern positions to eligible PC students majoring in all majors. (Possible job skills to be learned: working with children in preschool settings, classroom settings as well as in preparation, adaptation, or modification of instructional materials, gather, compile, and prepare data for reports, keep reports and daily logs, etc.)	E

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201		CalWORKs Work Study Agreements - PC		Ray Chavez	Agreement - for Services		Tulare County Office of Education	CE	01/25/10	05/25/10	The term of this Agreement begins January 25, 2010 and extends through the following date: May 25, 2010, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Tulare County Superintendent of Schools</b> . Porterville College will provide child development classes to students selected by the Tulare County Office of Education. This training opportunity will satisfy requirements needed to receive the child care permit. Cost analysis worksheets were completed on this class and deemed profitable and no general funds will be used for this purpose.	E
202		CalWORKs Work Study Agreements - PC		Daren Griswold	PC CalWORKs Work Study Off Campus Agreement 201030-015		Walter Mortensen Insurance dba Guaranty Insurance	RP212 Tulare County Health & Human Services Administration	05/21/12	06/30/13	This agreement, when executed, shall be in effect as of the date specified, and shall continue in effect until June 30, 2013 or upon written notification of student ineligibility.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Walter Mortensen Insurance dba Guaranty Insurance</b> . Walter Mortensen Insurance dba Guaranty Insurance will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; Agreement number 6174.	E
203		Cambridge Wst Partnership		C.M. Brahmhatt	Amendment		Cambridge West Partnership, LLC	GU001		06/01/12				

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204		Campus Bookstore Consulting (CBC)		Thomas P. Byrne 413-525-7195	Agreement - Letter of Agreement		Campus Bookstore Consulting	GU001	N/A	N/A	unknown	unknown	Letter of Agreement between the KCCD and Campus Bookstore Consulting (CBC). CBC has submitted a Proposal to conduct an analysis of the bookstores of the KCCD. CBC will complete an analysis of the financial performance and strategic direction of the Bookstores and prepare a written report of its findings (the "Report") in accordance with the terms and conditions outlined in the Proposal.	E
205		Campus Bookstore Consulting (CBC)		Thomas P. Byrne 413-525-7195	Agreement - Letter of Agreement & Proposal		Campus Bookstore Consulting	GU001			Project timeline TBD	unknown	Letter of Agreement between the KCCD and Campus Bookstore Consulting. CBC will determine the service requirements and bookstore needs of the District; develop a Request for Proposals (RFP) for Bookstore Management Services; assist the District Administration with soliciting and analyzing proposals from bookstore contract management firms; and serve as a resource for the District Administration and RFP Committee throughout the Bookstore RFP process.	E
206		Campus Bookstore Consulting (CBC)		Thomas P. Byrne 413-525-7195	Agreement - Letter of Agreement		Campus Bookstore Consulting	GU001			Project timeline TBD	unknown	Letter of Agreement between the KCCD and Campus Bookstore Consulting. CBC will render consulting services in the development and implementation of an effective strategy to reduce the inventory levels of the bookstores; assist with determining the disposition of the inventory and assist the District with negotiating a buyout value with the selected bookstore contract management firm, if the District decides to contract its bookstores.	E
207		Campus Bookstore Consulting (CBC)		Thomas P. Byrne 413-525-7195	Agreement - Letter of Agreement		Campus Bookstore Consulting	GU001			Project timeline TBD	unknown	Letter of Agreement between the KCCD and Campus Bookstore Consulting (CBC). CBC will render consulting services that includes assisting the District throughout the negotiation stage of the District's Bookstore Request for Proposal. Specifically CBC will prepare vendor follow, summarize textbook pricing responses from vendors, prepare a self-operation financial analysis, develop the District's negotiation strategy, and prepare and analyze BAFO requests and responses.	E

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208		CAP Barbell Inc.		Caroline Tseng	Employer Agreement for ETP Contracted Services		CAP Barbell Inc.	CE005- 117ETP Employer Training Panel Contract	09/09/11	01/30/12	Training will begin on or about September 9, 2011 and end on or about December 2, 2011.	This agreement may be amended or canceled by mutual consent of the parties. In the event of termination, the Employer agrees to reimburse District for actual costs incurred to date of cancellation.	Agreement for Services between the KCCD and CAP Barbell Inc. CAP Barbell Inc. designs, tests, and manufactures fitness products and equipment. The District's Workplace Learning Resource Center will develop and provide instruction to 8 employees of CAP Barbell Inc., for a total of 60 hours of training in the areas of Manufacturing Skills and Lean Manufacturing. By using quality management methods, including statistical methods, employees within CAP Barbell will learn to follow a defined sequence of steps and determine quantified financial targets to realize cost reductions (eliminating costly waste of production and distribution processes) and/or profit increased production and distribution capabilities) for CAP Barbell Inc.	R,E

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209		Cardiac Science			Agreement - Purchase Agreement		Cardiac Science Corporation	GU001	05/27/09	05/27/11	Term: Two years. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.	unknown	A Purchase agreement between the KCCD and Cardiac Science Corporation. Cardiac Science Corporation will provide Automatic External Defibrillators and other required equipment maintenance, mandatory training and technical support for the implementation of the Automatic External Defibrillator Program for the KCCD. Equipment shall be deployed when 100% of the formal training and maintenance program has been provided. The terms of the purchase agreement includes 18 fully equipped units, <u>2 year equipment management program</u> and personnel training program at a total cost of \$39,710.62 to the District.	E

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210		Cardiac Science			Agreement - Purchase Agreement		Cardiac Science Corporation	GU001		two years	Term: Two years.	unknown	A Purchase agreement between the KCCD and Cardiac Science Corporation. Cardiac Science Corporation will provide Automatic External Defibrillator (AED)/CPR Program training to management staff of the <b>Kern Community College District</b> . The AED/CPR training will include four (4) training sessions for up to ten participants per session. The terms of the purchase agreement includes a two-year program management and personnel training at a total cost of \$5,440.00.	E

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211		Cardiac Science			Agreement - Purchase Agreement		Cardiac Science Corporation	GU001		two years	This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alternation to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.	unknown	A Purchase agreement between the KCCD and Cardiac Science Corporation. Cardiac Science Corporation will provide two (2) Automatic External Defibrillators (AED's) for the <b>Porterville College Athletic Department</b> . Purchasing the AED's will provide a portable AED for athletic events, and a wall-mounted AED installed at the training room. The purchase agreement includes a two-year Master Trak and Medical Direction at a total cost of \$4,138.96.	E



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212		Cardiac Science			Agreement - Purchase Agreement		Cardiac Science Corporation	GU001		two years	This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alternation to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.		A Purchase Agreement between the KCCCD and Cardiac Science Corporation. Cardiac Science Corporation provides Automatic External Defibrillators and other required equipment maintenance, mandatory training and technical support for the implementation of the Automatic External Defibrillator Program for the District. The two (2) year equipment management program and supplies have expired. The term of the Purchase Agreement includes a two (2) year renewal of the equipment management program, personnel certification training, and the replacement of the adult and pediatric defibrillation pads.	E

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213	Carestream Health			John Radford 805-579-9135	Agreement - Final Quote and Sales Agreement - Quote No. 35910 - PO # P3003720 plus Amendment #1		Carestream Healthcare	N/A	N/A	N/A	This quote is valid through 2/28/2010.	Customer may not cancel, modify, or reschedule and order without Carestream Health's consent. Carestream Health may refuse, consent, or impose additional charges and its own scheduling requirements as a condition of accepting a cancellation or reschedule of an order.	Final quotation and sales agreement between the KCCD, on behalf of Bakersfield College, and Carestream Health. Carestream Health is providing Kodak software, installation and training to the BC Radiological Technology Program at no cost. This Kodak software will allow students to burn CD's on the digital workstation. The CD's allows portability so that the students can view the X-Ra images on multiple computers to allow them to learn X-Ray principles and write their lab reports. Amendment No. 1 -- Insurance language was added to the terms and conditions of sale and will apply to the stated quote.	N/A
214	Carney's		CARNEY		Agreement - Equipment Maintenance Agreement		Carney's Business Technology Center	GU001	07/01/07	06/30/08	This Agreement is effective from the commencement date and shall continue for one year. The effective date of the Contract is July 2, 2007 through June 30, 2008.	unknown	Equipment Maintenance agreement between the KCCD and Carney's Inc. The agreement provides for the maintenance of two Hewlett Packard printers at the District Office. The manufacturer will no longer provide maintenance and the vendor has agreed to provide the coverage.	E

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215		CASTLE		Scott Greene	Agreement - Internet-Based Testing Center Agreement		CASTLE Worldwide, Inc.	N/A (GU001)	04/01/10	04/01/15	Unless earlier terminated as provided in this Agreement, this Agreement will be effective for a term of 2 years, beginning on 4/1/10 and terminating on 4/1/12. <b>After expiration of the initial term, this Agreement will automatically renew for successive one (1) year terms up to a maximum of three additional years</b> at which time a new agreement will be drawn, unless earlier terminated as provided in this Agreement.	Either party may terminate agreement by giving the other written notice, ninety (90) days or more before the effective date of termination. Termination of agreement will not affect: (i) payment for testing services furnished prior to termination, (ii) the CTC's and CASTLE's compliance with this agreement for testing services actually furnished.	Agreement between the KCCD, on behalf of Bakersfield College, and CASTLE Worldwide, Inc. BC Assessment Office will provide internet-based testing services to professional associations and government agencies for CASTLE Worldwide, Inc. Many of the examinations are related to healthcare, business, safety professionals, design, engineering, etc.	R

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216		CBORD / DIEBOLD	CBOGRO	Bruce Lane - The CBORD Group; Brad Stephenson- DIEBOLD	Agreement - Card Systems Maintenance Agreement - Amendment		The CBORD Group, Inc.		07/01/03	06/30/08	The initial period of coverage under this Agreement shall be five years, effective July 1, 2003 and ending June 30, 2008.	Agreement may be terminated by a party without liability as follows: (1) upon a material breach hereof by the other party if such other party has failed to correct, or commence to correct, such breach within thirty (30) days after notice to such breaching party. (2) if the other party makes a general assignment for the benefit of creditors, commences voluntarily a petition under bankruptcy or similar laws or allows an involuntary petition to continue more than forty-five (45) days after filing, or (3) in the case of Diebold, if subscriber fails to make a payment when due (b) in addition to the provisions of (a) above, subscriber may, by the payment of a cancellation fee, remove any equipment covered by an annual service fee from coverage, upon thirty (30) days prior written notice. The cancellation to the expiration of the then current term of the agreement but in no event less than fifteen percent (15%) of such annual fee. Additionally, Diebold may adjust the fee for any equipment remaining based on Diebold's then current stand volume price adjustments.	Formerly DIEBOLD. The CBORD Group, Inc. is supplier of campus card, housing, and foodservice management systems for the college market today. It has acquired Diebold Card Systems Division (DCSD).	E

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217		CBORD / DIEBOLD		Christine Curkendall	Agreement - CBORD Card Systems Master Agreement		The CBORD Group, Inc.	GU001-2011F0-5650-678020 Software License/Maintenance	07/01/11	06/30/12		<p>This Agreement may be terminated for the following reasons: (a) Either party may at any time terminate this Agreement if the other party is in material default hereunder and such default is not cured within 60 days after receipt of written notice requesting that such default be cured. (b) Either party may terminate this Agreement by written notice if the other party: (1) admits in writing its inability to pay its debts generally as they become due; (2) makes an assignment for the benefit of its creditors; (3) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under Federal or similar applicable laws; or (4) is adjudged bankrupt or insolvent by a court having jurisdiction or (c) Either party may choose not to renew Hardware Support Services by giving the other party at least 30 days advance written notice prior to the end of the then current term. Customer may also terminate its license to Software by giving CBORD at least 30 days advance written notice that Customer will not pay the Annual License Fee for the subsequent term and by returning all copies of the Software and its associated documentation to CBORD. (d) Sections 2,5,6,7,12,13,15,16,17,18,19,24,25,26,27, and 28 shall survive expiration or termination of this Agreement.</p>	<p>CBORD Card Systems Master Agreement between the KCCD, on behalf of Bakersfield College, and the CBORD Group, Inc. CBORD products support the use of the Pharos pay-for-print system used by BC in their computer labs to manage printing costs. This agreement covers licensing, maintenance, upgrades and support for CBORD products.</p>	E
218		CBORD / DIEBOLD		Christine Curkendall	Addendum to Agreement		The CBORD Group, Inc.	GU001	11/01/11	12/30/11	November 1, 2011 - December 30, 2011	unknown	<p>Addendum to the Master Agreement between the KCCD and CBORD Group, Inc. CBORD Group, Inc. provides identification card services to the District. This Addendum outlines the hardware, software and services to be provided by CBORD Group, Inc. to upgrade the Bakersfield College Campus' identification card system which is necessary for providing pay-for-print services in its computer labs. This upgrade also enables all three campuses to standardize this process on a single, district-wide campus identification card and pay-for-print system.</p>	E

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219		CBRE / Bakersfield - CB Richard Ellis		Jeffrey T. Andrew	Agreement - Lease Extension Agreement AMENDMENT (See Amendment below)		CB Richard Ellis, Brokerage and Management	GU001	08/31/09	02/28/10	Extension of the current term of the original Lease Listing for a period of six months from the date stated on the Exclusive Lease Listing Agreement of August 31, 2009, to extend six months expiring the last day of February 2010. (See Amendment below)	unknown	AMENDMENT to the original Exclusive Leasing Listing Agreement between the KCCD and CB Richard Ellis/Bakersfield Partners. The amendment extends the original Lease Listing for an additional six months from August 31, 2009 to February 28, 2010. All other terms and conditions shall remain the same.	N/A
220		CBRE / Bakersfield - CB Richard Ellis		Jeffrey T. Andrew	Agreement - Lease Extension Agreement AMENDMENT (See Amendment below)		CB Richard Ellis, Brokerage and Management	GU001	08/31/09	11/20/10	End date is being extended to February 2010-2010 November 20, 2010. (See Amendment below)	unknown	AMENDMENT to the original Exclusive Leasing Listing Agreement between the KCCD and CB Richard Ellis/Bakersfield Partners. The amendment extends the original lease or leases of approximately .88 acres of vacant District land located on 22nd St., between "M" and "L" Streets. This amendment extends the original Lease Listing for an additional six months to November 20, 2010. All other terms and conditions shall remain the same.	N/A
221		CBRE / Bakersfield - CB Richard Ellis		Jeffrey T. Andrew	Agreement - Lease Extension Agreement AMENDMENT (See Amendment below)		CB Richard Ellis, Brokerage and Management	GU001	08/31/09	05/20/10	End date is being extended to November 20, 2010 May 20, 2011. (See Amendment below)	unknown	AMENDMENT to the original Exclusive Leasing Listing Agreement between the KCCD and CB Richard Ellis/Bakersfield Partners. CB Richard Ellis will provide services to assist in the development and negotiation of a lease or leases approximately .88 acres of vacant District land located on 22nd St., between "M" and "L" Streets. This amendment extends the original Lease Listing for an additional six months to May 20, 2011. All other terms and conditions shall remain the same.	N/A
222		CBRE / Bakersfield - CB Richard Ellis		Jeffrey T. Andrew	Agreement - AMENDMENT to Listing Agreement (See Listing Extension Agreement and Amendment below)		CB Richard Ellis, Brokerage and Management	GU001	06/01/11	11/30/11	End date is being extended to November 20, 2010 November 30, 2011.	unknown	AMENDMENT to the listing Agreement between the KCCD and CB Richard Ellis/Bakersfield Partners. This Amendment provides for a six (6) month extension of the term of an existing real estate listing agreement relating to the District-owned .88 acres of vacant land situated on 22nd Street between 'M' and 'L' Streets, in Bakersfield, California. The Listing Agreement, as amended, is scheduled to expire on November 30, 2011.	N/A

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223		CBRE / Bakersfield - CB Richard Ellis		Jeffrey T. Andrew	Agreement - AMENDMENT to Listing Agreement		CB Richard Ellis, Brokerage and Management	GU001	06/01/12	11/30/12	End date is being extended to November 30, 2014 November 30, 2012.	unknown	<b>Listing Extension Agreement and Amendment</b> to the original Exclusive Leasing Listing Agreement between the KCCD and CB Richard Ellis/Bakersfield Partners. CB Richard Ellis will provide services to assist in the development and negotiation of a lease or leases of approximately .88 acres of vacant District and located on 22nd Street, between "M" and "L" Streets. This amendment extends the original Lease Listing for an additional six months to May 20, 2012. All other terms and conditions shall remain the same.	N/A
224		CCC TRAN System		Tim Calhoon (530)965-0634			CCC TRAN System		02/01/08	06/30/12	unknown	unknown	Electronic transcript exchange system. The State Chancellor' Office is promoting the use of the CCCTran System for transmitting electronic transcripts and has encouraged community colleges to participate in the program by granting mini grants to cover the cost of the program for the initial year. To qualify for the mini grant, colleges must be live before October 1, 2008. This includes the ability to send transcripts to other trading partners on the CCCTran system.	E

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225		CD-COM Systems, INK (Data Impact)	DATIMP	Steve King	Agreement - Information Management Services		CD-COM Systems, INC (Data Impact)	GU001	05/01/08	06/30/09	The agreement shall continue for consecutive <b>one-(1) year terms up to a maximum of five years</b> upon mutual written agreement of both parties or may be terminated with 30-day notice.	May be terminated with 30-day notice.	Agreement between KCCD, on behalf of Bakersfield College, and CD-COM Systems, INC (Data Impact). Data impact will image old BC transcript records. The imaging will allow all transcripts to be retrieved electronically. Agreement shall continue for consecutive 1 year terms up to a maximum of 5 years.	E



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226		CertifiedBackgro und.com		Matt	Agreement: Immunization Tracker with Certified Record Review Service Agreement		CertifiedBackgr ound.com	N/A	05/15/11	08/01/11	Date to begin Record Review - May 15, 2011; Deadline for Review Completion - August 1, 2011. May be terminated by either party with a 60- day prior notice of termination	Either party may terminate this Agreement at least sixty (60) days prior notice of termination to the other.	Agreement between the KCCCD, on behalf of Bakersfield College, and CertifiedBackground.com. This Agreement provides the nursing administration access to CertifiedBackground.com's web-based service to perform the mandatory background screen and immunization tracking system for the set price of \$62.00 paid by each student for the background screening and 1 year of tracking service. Allied Health Program students who are required to continue tracking for a 2nd year will be charged only \$20.00 for the 2nd year. The utilization of this service will enable the Department to maintain compliance with the healthcare facilities' mandatory requirements for student clinical placement.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
227		CertifiedBackgro und.com		Matt	Agreement - Service Agreement		CertifiedBackgr ound.com	N/A			unknown	Either party may terminate this Agreement at least sixty (60) days prior notice of termination to the other.	Agreement between the KCCCD, on behalf of Porterville College, and CertifiedBackground.com. This Agreement provides the nursing administration access to CertifiedBackground.com's web-based service to perform the mandatory background screen and immunization tracking system for the set price of \$62.00 paid by each student for the background screening and 1 year of tracking service. Allied Health Program students who are required to continue tracking for a 2nd year will be charged only \$20.00 for the 2nd year. The utilization of this service will enable the Department to maintain compliance with the healthcare facilities' mandatory requirements for student clinical placement.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
228		Child Dev. Contracts		Margie Burke	Contract - <b>CCAP-0021</b> - Infant Toddler Resource - Project Number 15-6353-00-0		State Department of Education	CD113	07/01/10	06/30/11	The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$2,314.00.	A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract. Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit: (a) Current inventory of equipment purchased in whole or in part with contract funds; (b) The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract. (c) Contractor shall also submit the names, address and telephone numbers of all providers of subsidized services funded with subcontracts under the contract. Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable. The state shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The state shall offset any monies the contractor owes the state against any monies the state owes under this contract. ----- The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the	Contract <b>CCAP-0021</b> , Infant Toddler Resource funds, between the KCCD on behalf of <b>Bakersfield, Cerro Coso Community, and Porterville Colleges</b> and the State Department of Education for the Infant and Toddler Child Care Resource Program. The funds are for the Child Development Infant Toddler Child Care Resource Program.	R
229		Child Dev. Contracts		Margie Burke	Contract <b>CCTR-1059</b> - General Child Care & Dev Programs - Project Number 15-6353-00-9 ( <b>Amendment No. 2</b> )		State Department of Education -- California Department of Education, General Child Care and Development Program (CCTR)	CD002 - General Child Care	07/01/11	06/30/12	Funding of this contract is contingent upon appropriation and availability of sufficient funds. The period of performance for this contract is July 01, 2011 through June 30, 2012.	The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.	Contract CCTR-1059 for General Child Care and Development Programs between the KCCD on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and the state Department of Education.	R

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230		Child Dev. Contracts		Margie Burke	Contract - CIMS-9144 - Instructional Materials - Project Number 15-6353-00-9		State Department of Education	CD009	07/01/09	06/30/10	Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2009 through June 30, 2010. The total amount payable pursuant to this agreement shall not exceed \$1,781.00.	The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.	Contract <b>CIMS-8143, Instructional Materials</b> , between the KCCD on behalf of <b>Bakersfield, Cerro Coso, and Porterville Colleges</b> and the State Department of Education for Instructional Materials. The funds are for purchase of instructional materials and supplies for the Child Development Program.	R
231		Child Dev. Contracts		Margie Burke	Contract - CPRE-8087 and Amendment #1 - State Preschool - Project Number 15-6353-00-8		State Department of Education	CD004	07/01/08	06/30/09	The contract is effective from July 01, 2008 through June 30, 2009.	The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.	Contract <b>CPRE-8087</b> for the <b>State Preschool Child Care and Development Program</b> between the KCCD on behalf of <b>Bakersfield, Cerro Coso and Porterville Colleges</b> and the State Department of Education. <b>AMENDMENT</b> increases the maximum reimbursement amount payable to the district from \$804,369 to \$811,179. The contract provides services to children and families at Loma Linda Preschool, California City Preschool and IWV campus. Approximately 105 children, ages 3-5 years, are served. The program provides a learning environment for children who will be entering kindergarten and serves low income families. The program provides opportunities for college students to complete the practicum requirements for the child development instructional program and it serves as observation sites for other disciplines.	R

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232		Child Dev. Contracts		Margie Burke	Contract - <b>CRPM-0024</b> - Facilities Renovation and Repair - Project Number 15-6353-00-0 (See <b>Amendment No. 01 below</b> )		California Department of Education		07/01/10	06/30/13	Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2010 through June 30, 2013. The total amount payable pursuant to this agreement shall not exceed \$17,800.00.	This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.	Contract <b>CRPM-0024</b> between the KCCD, on behalf of Bakersfield College and Cerro Coso Community College, and the California Department of Education for Facilities Renovation Repair funds - CRPM-0024. Funds will be used for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements to comply with the American Disabilities Act, or to purchase or replace equipment necessary for the health and safety in accordance with the Child Care and Development Fund Program Requirements for facilities renovation and repair projects. Sites to be upgraded include BC Loma Linda State Preschool; CC Child Development Center in California City; and CC Child Development Center at IWV. (See <b>Amendment No. 01 below</b> )	R
233		Child Dev. Contracts		Margie Burke	Contract - <b>Amendment No. 01</b> to <b>CRPM-0024</b> - Facilities Renovation and Repair - Project Number 15-6353-00-0		California Department of Education	CD114 - Facilities	07/01/10	06/30/13	Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2010 through June 30, 2013. The total amount payable pursuant to this agreement shall not exceed \$17,800.00.	This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.	<b>Amendment No. 01</b> to the Contract <b>CRPM-0024</b> between the KCCD, on behalf of Bakersfield College and Cerro Coso Community College, and the California Department of Education. This Amendment revised the list of projects for BC and CCCC, utilizing Facilities Renovation Repair funds. These projects include: 1) replacing carpet in the infant building at the Bakersfield College; 2) adjusting 11 interior doors, replacing linoleum in classroom, repairing classroom sink, re-leveling triple wide classroom, and replacing woodchips and borders around playground equipment at the CCC child development center located in California City; replacing interior preschool half wooden doors and repairing 11 classroom interior doors at CCCC child development center; and replacing two (2) dishwashers at BC child development center. There is no change in the dollar amount awarded to the District.	R

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234		Child Dev. Contracts		Margie Burke	CSPP-1123 - California State Preschool Program Project Number 15-6353-00-1 (See Amendment 01 below)		State Department of Education	CD004 State Preschool	07/01/11	06/30/12	Funding of this contract is contingent upon appropriation and availability of sufficient funds. The period of performance for this contract is July 01, 2011 through June 30, 2012. (See Amendment 01 below)	The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.	Contract CSPP-1123 for California State Preschool Programs between the KCCD, on behalf of Bakersfield, Cerro Coso Community, and Porterville Colleges, and the State Department of Education. This contract provides services to children and families at Loma Linda Preschool, California City Preschool, BC, main campus, PC and the CCCC campus. Approximately 357 children, ages 3-5 years, are served. The program provides a learning environment for children who will be entering kindergarten and serves low income families. The program provides opportunities for college students to complete the practicum requirements for the child development instructional program and it serves as observation sites for other disciplines. Last year's state preschool contract was for \$2,957,107, compared to this year's contract of \$2,470,341, representing a \$486,766 reduction.	
235		Child Dev. Contracts		Margie Burke	CSPP-1123 - California State Preschool Program Project Number 15-6353-00-1		State Department of Education	CD004 State Preschool	07/01/11	06/30/12	Funding of this contract is contingent upon appropriation and availability of sufficient funds. The period of performance for this contract is July 01, 2011 through June 30, 2012.	The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.	<b>Amendment No. 01 to the Contract</b> between the KCCD and the California Department of Education, California State Preschool Program (CSPP). This Amendment provides for an increase of \$72,951 in the maximum reimbursable amount from \$2,470,292 to \$2,543,292, and modifies the standard definition under the terms and conditions to include services for children up to age 13. In addition, the minimum child days of enrollment was increased by 2,135 days from 72,317 to 74,452. All other terms and conditions remain in full force and effect.	

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236		Child Dev. Trng. Consort - Campus Coordinator Agmt - PC		Patty Scroggins (209)572-6086	Agreement - Campus Coordinator # 11-12- D2826		Child Development Training Consortium. - <b>Campus Coordinator Agreement - PC</b>	RP134 - Child Development Training Consortium	09/01/11	06/30/12	The term of this Agreement will be from September 1, 2011, to and including June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	<b>RENEWAL</b> - Coordinator Agreement between KCCD, on behalf of Porterville College, and the Yosemite Community College District, Child Development Training Consortium. The Child Development Training Consortium Program assists students in enrolling in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. The Program works in cooperation with <b>Porterville College</b> and Yosemite Community College District, Child Development Training Consortium Program.	R
237		Child Dev. Trng. Consort - Instructional Agmt - PC		Patty Scroggins (209)572-6086	Agreement - Instructional # 11-12-2826		Child Development Training Consortium - <b>Instructional Agreement - PC</b>	RP134 - Child Development Training Consortium	09/01/11	06/30/12	The term of this Agreement will be from September 1, 2011, to and including June 30, 2012. Enrolled units must be <u>completed</u> between July 1, 2011, and June 30, 2012. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	<b>RENEWAL</b> - Instructional agreement between KCCD, on behalf of Porterville College, and the Yosemite Community College District, Child Development Training Consortium. The Child Development Training Consortium Program assists students in enrolling in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. The Program works in cooperation with <b>Porterville College</b> and Yosemite Community College District, Child Development Training Consortium Program. This grant provides the eligible students with funding to pay for tuition reimbursement and book stipends.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
238		Child Dev. Trng. Consort. - Campus Coord. Agmt - BC - Yosemite CCD		Patty Scroggins (209)341-1663	Agreement - <b>Campus Coordinator</b> # 11-12-D3788		Child Development Training Consortium - <b>Campus Coordinator</b> Agreement - <b>BC YCCD</b>	RP134 - Child Development Training Consortium	09/01/11	06/30/12	The term of this Agreement will be from September 1, 2011, to and including June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	<b>RENEWAL</b> Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and Yosemite Community College District, Child Development Training Consortium (CDTC). This Agreement provides for the engagement of a District Campus Coordinator who will actively recruit eligible students for the Yosemite Community College CDTC, ensure that the eligibility of enrolled students is verified each semester of enrollment, assist students seeking information or desiring to enroll in the program, orient all child development/early childhood education instructors about the CDTC Program, prepare and submit all required reports, attend two (2) YCCD/CDTC sponsored meetings, and develop and monitor a program budget.	R=\$5,400.00; E=\$5,400.00
239		Child Dev. Trng. Consort. - Instructional Agmt - BC - Yosemite CCD		Patty Scroggins (209)572-6086	Agreement - <b>Instructional</b> # 11-12-3788		Child Development Training Consortium - <b>Instructional</b> Agreement - <b>BC YCCD</b>	RP134 - Child Development Training Consortium	09/01/11	06/30/12	The term of this Agreement shall be from September 1, 2011, to and including June 30, 2012. Enrolled units must be completed between July 1, 2011, and June 30, 2012. All allowable expenditures must be encumbered by June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	<b>RENEWAL</b> Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and Yosemite Community College District, Child Development Training Consortium (CDTC). Bakersfield College will generate up to 600 units of college credit by enrolling students working with children in the field of child development in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit.	R



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240		Child Dev. Trng. Consort. - Instructional Agmt - CC - Yosemite CCD		Teresa Scott (209)572-6086	Agreement - <b>Instructional</b> # 10-12-3799 ( <b>See Amendment below</b> )		Child Development Training Consortium - <b>Instructional</b> Agreement - <b>YCCD/CDTC</b>	RP134 - Child Development Training	09/01/11	06/30/12	The term of this Agreement shall be from September 1, 2011, to and including June 30, 2012. Enrolled units must be completed between July 1, 2011, and June 30, 2012. All allowable expenditures must be encumbered by June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	Agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> (CCCC), and Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC). CCCC participates in the Child Development Training Consortium (CDTC) sponsored by YCCD. The CDTC Program assists students in enrolling in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. The program works in cooperation with CCCC and YCCD/CDTC Program. This grant provides the eligible student with funding to pay for tuition reimbursement and book stipends.	R,E
241		Child Dev. Trng. Consort. - Instructional Agmt - CC - Yosemite CCD		Teresa Scott (209)572-6086	Agreement - <b>Instructional</b> # 11-12-3799 ( <b>Amendment 1</b> )		Child Development Training Consortium - <b>Instructional</b> Agreement - <b>YCCD/CDTC</b>	RP134 - Child Development Training	09/01/11	06/30/12	The term of this Agreement shall be from September 1, 2011, to and including June 30, 2012. Enrolled units must be completed between July 1, 2011, and June 30, 2012. All allowable expenditures must be encumbered by June 30, 2012.	It is mutually agreed that either party may terminate this agreement by giving thirty (30) calendar days advance written notice.	Amendment 1 to the Instructional Agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> (CCCC), and Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC). This amendment increases the original amount payable to the District from \$6,250 to \$9,600. CCCC participates in the Child Development Training Consortium (CDTC) sponsored by the YCCD. The CDTC Program assists students in enrolling in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit.	R

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242	Childs Enterprises, LLC.			Susan M. Childs	Agreement and Contract - Vending		Childs Enterprises, LLC.	GU001	02/08/07	2012	The term of this Agreement is five years beginning on February 8, 2007.	Either party may terminate the agreement at any time if the other party commits a material breach of this agreement and fails to cure the breach within 30 days following a written demand. A material breach includes but is not limited to failure to make a quarterly payment when due, failure to maintain two vending machines at the designated areas on the campus, failure to timely and properly restock either vending machine, failure to repair either vending machine, maintaining an unsightly or unsanitary vending machine on the campus, failure to provide snacks at competitive prices, failure to comply with the indemnification and insurance requirements or any other provision of this Agreement.	The current vending machines are under new ownership and this agreement will allow the new owners, Child Enterprises, LLC, the right to locate and operate at the location premises, two (2) vending machines.	R
243	China Lake - MWR				Facility Usage		China Lake - MWR # NAFCHI - 98-C-0026		10/04/04	3 days	unknown	unknown	Use of gymnasium	E

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244		China Lake Astronomical Society		Robert Bruce Churchill	Agreement - MMO		China Lake Astronomical Society		10/01/04	2009	This agreement is effective October 1, 2004 and will remain effective for five (5) years. This agreement may be reviewed and/or revised annually by mutual consent of the parties.	The agreement may be terminated by either party giving thirty (30) days written notice of its intent to terminate to the other party. This MMO may be terminated by either party on breach of the provisions herein.	China Lake Astronomical Society will allow for the use of the telescope by CCCC. Control of the telescope will be relinquished by the China Lake Astronomical Society to CCCC. The telescope will be housed and used at CCCC facilities. The China Lake Astronomical Society may request use of the telescope by completing the request forms included in the agreement.	unknown
245		City of Bakersfield		Tyler Hartley	Agreement for Services		City of Bakersfield	CE089 Contract Education	01/18/12	06/18/12	The term of this Agreement begins January 18, 2012 and extends through June 18, 2012, unless the parties mutually agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between KCCD, on behalf of Bakersfield College, and the City of Bakersfield. The Community Education will consist of one 40 hour Rescue Systems 2 training course. This training will: (1) Prepare local firefighters to meet the California State Fire Marshal (Rescue Systems 2 training) certification. (2) Cover all requirements by OSHA and the State Fire Marshal for advanced rescue systems training. (3) Cover shoring and debris removal, air monitoring, ropes, knots, harnesses, how to read a CGI monitor, proper methods of cutting a wide variety of construction materials, monitoring and communications equipment. The Bakersfield Fire Department is using a grant as a partial funding source for the proposed training outlined above in the amount of \$18,500.00. The remaining balance of \$4,638.96 will be funded from CE089 carryover.	R,E

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246		City of Bakersfield	BOOTEC	Alan B. Harris 661-636-4830	Agreement - MOU		City of Bakersfield/Cou nty Fire Dept. - ODFTF Agmt.					unknown	MOU between the KCCD and City of Bakersfield Fire Department and the Kern County Fire Department.	unknown

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
247		City of Bakersfield	BOOTEC	Alan B. Harris 661-636-4830	Agreement - Master Agreement for Instructional Services		City of Bakersfield/Cou nty Fire Dept. - ODFTF Agmt.		07/18/09	06/30/11	unknown	MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective 30 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This MOU may be terminated without cause and/or for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date.	MMO maintain, upgrade and operate the Olive Drive Fire Training Facility. Master agreement between KCCD and its respective colleges and the City of Bakersfield Fire Department and the Kern County Fire Department. Agreement supersedes City of Bakersfield Agreement No. 02-216 and County of Kern Agreement No. 762-2002.	unknown
248		City of Bakersfield		Donna L. Kunz	Agreement - ED02-014		City of Bakersfield - Redevelopment/ SBDC		11/04/02	30 weeks = 2003	unknown	Either party may terminate this Agreement with ten days' written notice.	Providing instructor(s) to put on twelve (12) workshops, each approximately three (3) hours in length at locations to be determined within southeast Bakersfield. In addition, the Small Business Development Center staff will provide technical business assistance/counseling directly to southeast businesses or residents at southeast locations or at the individual's place of business spending approximately ten (10) hours per week for thirty (30) weeks.	

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249		City of Bakersfield		Don I Cohen	Agreement - BRDA 04-006		City of Bakersfield - Redevelopment/ SBDC		07/07/04	2009	unknown	Either party may terminate this Agreement with ten days' written notice.	To provide technical assistance/counseling for City of Bakersfield Revolving Loan Fund applicants over five year period.	

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250		City of Bakersfield and the County of Kern		Douglas Greener, Nick Dunn	Agreement for Instructional Services		City of Bakersfield and the County of Kern	N/A	07/01/11	06/30/16	This Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect for five (5) years or until duly modified or terminated by the parties.	This Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective 30 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date. The indemnification provisions contained in this Agreement shall survive termination.	Agreement for Instruction Services dated July 1, 2011, between the KCCD, on behalf of Bakersfield College, the City of Bakersfield and the County of Kern. The parties of this Agreement for Instructional Services agree to collaborate and provide certain mutually agreed upon vocational/occupational training programs, stand-alone classes and in-service training for college credit and noncollege credit which will comply with the requirements of all pertinent agencies at the Olive Drive Fire Training Facility, BC, the Weill Institute and other locations as may be determined by mutual agreement.	R

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251		City of Bakersfield and the County of Kern		Douglas Greener, Nick Dunn	Memorandum of Understanding		City of Bakersfield and the County of Kern	GU001	07/01/11	06/30/16	The MOU shall be effective on the date authorized representatives of both parties sign it, and continue in effect for five (5) years or until duly modified or terminated by the parties.	This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective 30 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date. The indemnification provisions contained in this MOU shall survive termination.	Memorandum of Understanding to Maintain, Upgrade and Operate the Olive Drive Fire Training Facility dated July 1, 2011, between the KCCCD, on behalf of Bakersfield College, the City of Bakersfield and the County of Kern. The parties of this Memorandum of Understanding agree to jointly maintain, upgrade and operate the Olive Drive Fire Training Facility (ODFTF) for educational programs and in-service training. Additionally the MOU sets out the formation of a committee (ODFTF Committee) which will direct and monitor the operations of the activities at the ODFTF including recommending a budget.	E



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252		City of Bakersfield and the County of Kern		Douglas Greener, Nick Dunn	Memorandum of Understanding		City of Bakersfield and the County of Kern	GU001	07/01/11	06/30/15	The Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2015, or until duly modified or terminated by the parties.	This Agreement may be terminated by either party with cause if another party commits a material breach. Termination will be effective 30 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date.	License Agreement Olive Drive Training Facility dated July 1, 2011, between the KCCD, on behalf of Bakersfield College, the City of Bakersfield and the County of Kern. The parties of this License Agreement agree that BC will pay \$36 per college unit per agency affiliated student for each fire suppression class or training session for which BC intends to report full-time equivalent data and obtain state apportionment and \$1.00 per semester per student which will be divided between the City of Bakersfield and the County of Kern in accordance with the number of students affiliated with each agency.	R,E
253		City of Bakersfield County Fire Dept. - ODFTF Agmt.	BOOTEC	Alan B. Harris 661-636-4830	Agreement - 02-216 Instructional Services		City of Bakersfield/Cou nty Fire Dept. - ODFTF Agmt.		08/20/02	06/30/06	This Agreement will become effective on the date approved by all parties, and will continue until June 30, 2006, subject to the terms of this Agreement.	Either party may terminate this Agreement within sixty (60) days' written notice, except those courses that are agreed to by both parties, fully enrolled, or in progress shall be completed as provided for herein.	The agencies agree to provide vocational training in the areas designated by the Fire Technology Advisory Committee.	

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254		City of Bakersfield Radio Freq. Agmt.		L.D. Martin 661-326-3821	Agreement - Radio Frequency Usage Agmt		City of Bakersfield - Radio Frequent Agreement		03/27/08	08/21/11	unknown	unknown	The City of Bakersfield grants approval to the Bakersfield College Dept of Public Safety to operate radio communications equipment on several of the City of Bakersfield licensed frequencies for special events, and mutual aid and coordination between the Bakersfield Police Department, Bakersfield City Schools Police Security, Kern High School District Police, California State University Bakersfield, Kern County Sheriff's Department and the California Highway Patrol.	N/A
255		City of Delano	CITDEL	Phyllis A. Kraft - 661-720-2228	Agreement - Purchase and Sale Agreement		City of Delano	DL101	N/A	N/A	unknown	unknown	A Purchase and Sale Agreement - Approval of the sale of 8,000 square feet of KCCD property located near the intersection of 20th Avenue and Trenton Street, Delano, California, as recommended in the Business Services Report. The property was declared surplus by the Board of Trustees at its regular meeting on July 9, 2009. The City of Delano plans to construct a water well on the site as part of an arsenic mitigation project. The City of Delano will also construct a block wall around the property.	R

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256		City of Porterville		Chuck McMillan	Police Firing Range Cooperative Agreement		City of Porterville	RP611	01/28/12	06/30/12	The term of this Agreement shall be for six (6) months, commencing on January 28, 2012, and ending on June 30, 2012.	a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement. (1) This Agreement may be terminated by any Party should another Party: (a) be adjudged bankrupt, (b) become insolvent or have a receiver appointed, (c) make a general assignment for the benefit of creditors, (d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or (e) materially breach this Agreement.(2) For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination. (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination. (b) Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to	A Police Firing Range Cooperative Agreement between the KCCD, on behalf of Porterville College, and the City of Porterville. The City of Porterville will allow PC the use of the City Police Firing Range for training necessary as outlined by the Peace Officer Standards and Training (POST) guidelines, and as scheduled to accommodate the Police Reserve Academy dates.	E
257		City of Porterville Fitness		Frank Guyton 559-782-7431	Agreement - Renewal		City of Porterville Fitness		01/01/06	12/31/10	This Agreement shall commence on the 1st day of January 2006 through the 31st day of December 2010, and continue until either party in accordance with paragraph 6 of this agreement provides notice.	This agreement may be amended, modified, or terminated upon 30-day written notice by either party.	<b>RENEWAL</b> agreement between Porterville College and the City of Porterville for employees of the city who choose to participate in fitness training and/or fitness testing. There is no cost to the college. The City of Porterville pays the registration fees for its employees.	N/A

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258		City of Tehachapi		Jeanette Kelly 661-822-2200 ext. 104	Agreement - Consulting Services		City of Tehachapi	RP402	01/01/06	12/31/06	unknown	Either party may terminate this agreement at any time by giving the other party ten days prior written notice, provided that in such event District shall be entitled to payment for those Business Services rendered through the date of termination, provided satisfactory to City chargeable at the rate of \$14.42 per hour.	This agreement allows BC Weill Institute SBDC to provide business counseling services in Tehachapi. SBDC identifies and contracts with an experienced consultant who is available at the Tehachapi Chamber of Commerce office one day per week, four hours per visit. Agreements similar to this are used by many other SBDC's that serve large areas and rural communities.	R
259		Clark Planetarium Productions	CLAPLA	Mike Murray	Agreement - License 2006-5079		Clark Planetarium Productions	RP339	commencing date of signature '8/2006	no end date (perpetual)	This Agreement shall be a <b>perpetual license</b> so long as Exhibitor continues to show and retain possession of the Program.	The Exhibitor shall have the right to terminate this Agreement by notice to Clark Planetarium in the event of a material breach on the part of Clark Planetarium that is not remedied within 30 days after written notice.	Clark Planetarium Productions agrees to provide Bakersfield College "The Secret of the Cardboard Rocket" video software for exhibition viewing at BC Planetarium. The Perpetual License Agreement includes the video, script, and soundtrack of this specific program. The complete provisions and restrictions regarding the use of software are provided in said agreement. Term is commencing date of signature to indefinite.	E

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260		Clearwire - Frmly Sprint/Nextel		Tash Kohls 703-433-4474	Agreement - Lease Term and Renewal		Nextel Spectrum Acquisition Corporation ("Sprint Nextel")	N/A	2006	2016	(a) Subject to Paragraph 1(c), the initial term of this Agreement begins on the Effective Date and ends on the date that is <b>ten (10) years</b> from the Effective Date (the "Initial Term"), <b>unless the Agreement is terminated earlier</b> in accordance with Section 10. (b) Renewal: Subject to Paragraph 1(c), on the date that is ten (10) years following the Effective Date ("Renewal Date"), and <b>each five (5) years each (each, a "Renewal Term"), for a maximum Agreement duration of twenty-five (25) years.</b> The Renewal Terms will occur automatically unless Nextel notifies the Licensee in writing at least six (6) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement, or if the FCC's rules limit this Agreement to a maximum term that is shorter than contemplated in this Paragraph 1(b). The terms and conditions of this Agreement apply to each Renewal Term. (c) Renewal of License and Extension of Agreement: In the event that the	(a) This agreement will automatically terminate with respect to the License or affected channel(s) upon the earlier of: (1) an FCC Final Order denying any application for approval of this agreement including any extensions of the term thereof; (2) the loss or expiration without renewal of the License, or the surrender of the License pursuant to Section 9(b); (3) an FCC Final Order revoking, terminating or canceling the License; or (4) Nextel's acquisition of the License or some of the Channels. (b) This agreement may be terminated by either party upon material breach of the other party, provided that the breaching party shall be provided with written notice by the non-breaching party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice. (c) Nextel may terminate this agreement pursuant to Section 5(b). Licensee may terminate this agreement pursuant to Section 15(b). <b>(see contract for more information).</b>	KCCD owns Instructional Television Fixed Services (ITFS) wireless licenses. These licenses were granted to KCCD by the Federal Communications Commission (FCC) to deliver live or prerecorded video instruction. Under FCC terms, KCCD is allowed to lease a portion of these licenses to a commercial entity for commercial use. The purpose of this agreement is to lease a portion of the KCCD's licenses to Nextel Spectrum Acquisition Corporation for their commercial use in the Kern County area. Compensation to KCCD by Nextel Spectrum Acquisition Corporation is as follows: (a) Up-front payment of \$300,000. (b) Monthly payments of \$3,300. The process for leasing these licenses was competitively bid according to state and federal regulations. The Kern County Superintendent of Schools Office (KCSOS) coordinated the bidding process on behalf of the Kern Educational Telecommunications Consortium (KETC), of which KCCD is a member. (On May 7, 2008, Sprint Nextel Corporation ("Sprint") and Clearwire Corporation ("Clearwire") announced that they will combine their 2.5 GHz band wireless broadband businesses to form a new wireless communications company -- Clearwire.)	N/A

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261		Clinica Sierra Vista		Stephen Schilling; Cindy Stewart - 661-635-3050	Agreement - Independent Contractor - Medical/Mental Health Care Provider		Clinica Sierra Vista dba <b>Delano Community Health Center</b>	RP510	07/01/10	06/30/12		<p>This Agreement shall terminate upon the happening of any one of the following events: (A) The expiration of the term of this agreement or the nonrenewal of this agreement; (B) The death of contractor; (C) By either party giving fort-five (45) days written notice of termination to the other party; (D) The incapacity on the part of Contractor to perform his or her duties, including but not limited to, loss of privileges, loss of license to practice medicine, or physical incapacity, unless waived by KCCD. (E) The failure of contractor to maintain malpractice insurance; (F) For cause upon either party giving oral or written notice to the other if KCCD or Contractor commits a material breach of the agreement. Cause for termination by KCCD shall include material breach of any provision of this agreement by contractor, violation of any law of the State of California, the unlawful harassment or discrimination against any person by contractor or its employees, officers or agents, and public conduct which offends decency, compromises KCCD's integrity or causes KCCD or contractor to be held in public ridicule or causes public scandal.</p>	Agreement between the KCCD for Bakersfield College and Clinical Sierra Vista to provide medical services to the students who attend the <b>Delano Campus</b> . BC will contract with Clinica Sierra Vista, a non-profit health care corporation, to furnish medical and health care services for those students who pay the required student health fee. The contractor shall perform medical examinations and provide general medical and health care services for currently enrolled students of the Delano Center.	E

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262		Clinica Sierra Vista		Stephen Schilling; Cindy Stewart - 661-635-3050	Agreement - Independent Contractor - Medical/Mental Health Care Provider <b>(See Amendment below)</b>		Clinica Sierra Vista dba <b>Bakersfield College</b> Campus	RP510	07/01/10	06/30/12	The term of this Agreement is for July 1, 2010, through June 30, 2012, and on the agreement of the parties, this Agreement may thereafter be renewed for successive one-month periods, unless sooner terminated as set forth herein.	This Agreement shall terminate upon the happening of any one of the following events: (A) The expiration of the term of this agreement or the nonrenewal of this agreement; (B) By either party giving forty-five (45) days written notice of termination to the other party; (C) The incapacity on the part of Contractor to perform his or her duties, including but not limited to, loss of privileges, loss of license to practice medicine, or physical incapacity, unless waived by KCCD. (D) The failure of contractor to maintain malpractice insurance; (E) For cause upon either party giving oral or written notice to the other if KCCD or Contractor commits a material breach of the agreement. Cause for termination by KCCD shall include material breach of any provision of this agreement by contractor, violation of any law of the State of California, the unlawful harassment or discrimination against any person by contractor or its employees, officers or agents, and public conduct which offends decency, compromises KCCD's integrity or causes KCCD or contractor to be held in public ridicule or causes public scandal. <b>(See contract for more information)</b>	Agreement between the KCCD for Bakersfield College and Clinical Sierra Vista. BC will contract with Clinica Sierra Vista, a non-profit health care corporation, to furnish medical and mental health care services for students at the <b>Bakersfield College</b> Campus who pay the required student health fee. The contractor shall perform medical examinations, general medical examinations, general medical, health care services. <b>(See Amendment below)</b>	E

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263		Clinica Sierra Vista		Stephen Schilling; Cindy Stewart - 661-635-3050	Agreement - Independent Contractor - Medical/Mental Health Care <b>Amendment</b>		Clinica Sierra Vista dba <b>Bakersfield College</b> Campus	RP510 - Health Fees	07/01/10	06/30/12	The term of this Agreement is for July 1, 2010, through June 30, 2012, and on the agreement of the parties, this Agreement may thereafter be renewed for successive one-month periods, unless sooner terminated as set forth herein.	This Agreement shall terminate upon the happening of any one of the following events: (A) The expiration of the term of this agreement or the nonrenewal of this agreement; (B) By either party giving forty-five (45) days written notice of termination to the other party; (C) The incapacity on the part of Contractor to perform his or her duties, including but not limited to, loss of privileges, loss of license to practice medicine, or physical incapacity, unless waived by KCCD. (D) The failure of contractor to maintain malpractice insurance; (E) For cause upon either party giving oral or written notice to the other if KCCD or Contractor commits a material breach of the agreement. Cause for termination by KCCD shall include material breach of any provision of this agreement by contractor, violation of any law of the State of California, the unlawful harassment or discrimination against any person by contractor or its employees, officers or agents, and public conduct which offends decency, compromises KCCD's integrity or causes KCCD or contractor to be held in public ridicule or causes public scandal. <b>(See contract for more information)</b>	<b>Amendment</b> to the Independent Contractor Agreement between the KCCD, on behalf of Bakersfield College, and Clinica Sierra Vista. BC contracts with Clinica Sierra Vista, a non-profit healthcare corporation, to furnish medical and mental healthcare services at the BC Campus Student Health and Wellness Center for those students who pay the required student health fee. The contractor performs medical examinations; provides general medical and mental healthcare services for currently enrolled students. This Amendment provides for the extension of licensed mental health services to not more than sixteen (16) hours a week and not more than eighty (80) hours per month.	E



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264		Coastline Community College District			Mini-Grant Agreement 2011- 2012 MG		Coastline Community College District	New RP - Coastline Community College District	12/14/11	05/18/12	unknown	unknown	Mini-grant award between the KCCD, and Coastline Community College District. The Business & Entrepreneurship Center (Kern BEC) assists businesses and entrepreneurship through partnerships and collaborations with business, industry, education and government. Kern BEC will work with BIC (Business Industry Collaborative) to perform a Business Outreach & Workforce Trends labor market analysis. Based on current and projected labor market information, Kern BEC will survey Central Valley employers to identify specific skills needed to obtain employment and succeed in the workforce in professions such as Accounting, Finance, Marketing, Business Management, Supply Change Management, and International Business; then report and disseminate findings to the BESAC executive committee and present the project during the BESAC Annual Conference, April 19-21, 202 in San Diego, CA.	R

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265		Coca Cola Company Sponsorship agreement BC		Alper F. Aziz	Agreement - Sponsorship - RFP No. B09005; Bid Board Action		Coca Cola Bottling Company of Southern California		08/01/09	07/31/14	This Agreement takes effect as of August 1, 2009 (the "Effective Date") and expires on July 31, 2014 or sooner terminated as provided herein (the "Term"). , unless (i) mutually extended under the terms hereof or by written agreement of the parties, or (ii) sooner terminated as provided herein (the "Term").	Upon early termination of this agreement for any reason not the fault of Bottler, College will forfeit the unearned portion of all Sponsorship Fees and refund a pro rata portion of the costs of refurbishing and installing the equipment paid with respect to the Agreement Year in which termination occurs. The Sponsorship Fees for each Agreement Year will be deemed "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by Account.	Contract for a Service Agreement for Carbonated and Non-carbonated Beverages, Paper Goods and Vending for KCCD, on behalf of Bakersfield College and Porterville College, Bid No. B09005, as recommended in the Business Services Report. A formal bid process has been completed and the results have been tabulated, reviewed and recommendations have been made. KCCD wishes to establish a service agreement for beverage services and vending services at BC and PC. The agreement would provide exclusive pouring, direct delivery sales and vending rights to the vendor for carbonated and non-carbonated beverages at BC and PC.	E

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266		College Central Network	COLCEN	Mark Mancini, President	Agreement - Application Service Provider		College Central Network	RP611-213VTV-5650-602010-DEP337 -- VTEA IC	08/01/10	07/31/13	The term of this Agreement shall be for a three-year period commencing on August 1, 2010 through July 31, 2013. Following the Initial Term, <b>this Agreement shall automatically renew with annual five (5%) percent increase</b> , up to an additional two years at which time a new agreement may be drawn. Unless either party provides the other with thirty (30) days written notice of intention not to renew prior to the expiration of the Initial Term (Business Days). The term Business Days as used in this Agreement means all days, except Saturdays, Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.	Either CCN or the School may terminate this agreement for a breach of the other's material obligations, upon thirty (30) days advance written notice to each other. However, CCN and School shall both be granted thirty (30) days to cure any material break after first having received written notice clearly outlining such material breach from the other before termination shall be granted.	<b>RENEWAL</b> of agreement between Bakersfield College and College Central Network, Inc. (CCN), a Delaware Corporation for Career Center/Job Placement students and employers in the College's service area. BC became the user of CCN's Career Services Central Online Career Office Management System know as CSC 2006. The Career Services Central ASP Basic Module provides functionality to: collect, enter, and approve job postings, search resumes and make referrals to prospective employers and to generate reports about students, alumni and employers. The original term was August 1, 2006 to August 1, 2007, and was board approved 9/7/06 for one year. The agreement states the term shall continue through July 31, 2009. Approval is being requested for the agreement to continue to July 31, 2009. The total cost to the District is \$1,500 per year.	E

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267		College of the Sequoias P.C.			Agreement - MOU		College of the Sequoias P.C.		2002		This agreement shall automatically renew each semester thereafter, unless either party gives written notice of its intent to terminate the agreement at least sixty (60) days prior to the next student registration period.	Agreement may be terminated at least sixty (60) days prior to the next student registration period.	First-time MOU between COS and KCCD. This MOU desires to enhance the educational opportunities for the residents of Porterville and surrounding communities, by offering COS's Associate of Science in Nursing courses at PC using the PC learning equipment and facilities. Each campus will identify an employee who will be responsible to problem solve any unforeseen technical problems. MOU shall continue in effect from the date of execution up to the graduation of the last PC student to declare a Nursing major. The agreement shall automatically renew each semester thereafter, unless either party gives written notice of its intent to terminate the agreement at least sixty days prior to the next student registration period.	N/A
268		COMEVO (formerly Teaching Gear)	COMEVO	Mike Caston	Agreement - Software		COMEVO LLC (formerly Teaching Gear)	RP302	05/10/06	2007	The initial term of this Agreement shall be one (1) year, or for as long as Teaching Gear continues to render Services at Institution's request and Institution continues to make required payments, whichever is longer.	Either party may terminate this agreement upon (30) days' written notice of a material breach by the other party of its obligations hereunder, provided such breach is not cured within such thirty (30) day period. Upon termination or suspension of service as permitted by this agreement, Teaching Gear agrees, subject to Institution's payment of all amounts due Teaching Gear, to deliver to Institution copies of creative design work or data pertaining specifically to Institution.	New agreement between the KCCD, on behalf of Cerro Coso Community College, and Teaching Gear. Teaching Gear is a company that will assist CC in updating, revising, and improving our online orientation. Teaching Gear will provide a template, software, and technical support to create an interactive, dynamic online orientation. It will help us better deliver this matriculation component to students through interactive and multi0media presentation of orientation materials. This will improve both the delivery of the orientation content and retention orientation materials.	E

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269		COMEVO (formerly Teaching Gear)	COMEVO		Agreement - Annual Hosting & Maintenance Agreement		COMEVO LLC (formerly Teaching Gear)	RP302	06/01/07	05/31/08	unknown	unknown	<b>RENEWAL</b> of agreement between the KCCD, on behalf of Cerro Coso Community College, and Comevo LLC (formerly Teaching Gear). COMEVO LLC will continue to provide technical support and maintenance for CC's interactive, dynamic online orientation.	E
270		Command Spanish, Inc.	COMSPA	Dr. Sam I. Slick	Agreement - licensing		Command Spanish, Inc.	RP413	08/01/06	07/31/07	This Licensing agreement is for a period of one year (12 months) and <b>may be renewed upon request</b> by the Licensee, subject to revisions and/or amendments, on an annual basis. If the Licensee wishes to renew the license, it must notify Licensor in writing at least sixty (60) days prior to the end of the contractual period. Licensor will notify the Licensee of specific changes in the agreement and/or the intent to renew or not renew at least thirty (30) days prior to the renewal date.	Licensee may terminate this agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this agreement. Licensee shall give Licensor prompt written notice after it knows that funding will not be available.	Licensing agreement between the KCCD, on behalf of Bakersfield College, and Workforce Development and Command Spanish, Inc. Command Spanish products and services will be delivered via contract and for-credit instruction within the KCCD and in Region 5 via the Workplace Learning Resource Center. Licensing includes a yearly fee of \$7,500 which will be paid in 2005-06, 2006-07 with funds from the Workplace Learning Resource Center Grant.	E
271		Community Action Partnership		unknown	Agreement - Agency Agreement Form		Community Action Partnership	2200.62 SGA, The Renegade Pantry	N/A	N/A	N/A	unknown	Agreement between the KCCD, on behalf of Bakersfield College Student Government Association's (SGA) The Renegade Pantry, and the Community Action Partnership of Kern Food Bank. The purpose of this agreement allows BC SGA, Renegade Pantry to become an affiliated agency with the Community Action Partnership of Kern Food Bank. As an affiliated agency, SGA will be able to receive donated food items at .20 per pound from the Community Action Partnership of Kern Food Bank for distribution by the Renegade Pantry, a campus food bank, to serve Bakersfield College students in need.	E

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272		Community College Consortium for Open Education Resources		Barbara Illowsky, DeAnza College, illowskybarbara@deanza.edu	Agreement-Voluntary Membership		Community College Consortium for Open Education Resources	GU001	07/01/08	06/30/09	This agreement may be renewed with written request, any time prior to the completion of the 1 year period no later than March 1.	This agreement may be terminated by the CC OER Consortium at any time upon thirty (30) days written notice to Consortium Member.	Agreement between the KCCD, on behalf of CCCC and Comm Coll Consortium for Open Education Resources. CCCC agrees to participate in the Consortium and promote the use of Open Education Resources (OER) by and for community college students, faculty, and staff; contribute materials and advance the goals of the Consortium; develop, use and/or review community college OER textbooks and course materials; and promote the sharing of community OER resources among community college faculty, staff, and students. The Consortium is overseen and managed by Foothill-De Anza Community College.	E
273		Community College Foundation	COMCOL9	Tara Martinez 916-418-5105	Agreement - Letter of Affiliation to the Coordinated Work Experience Affiliation Agreement		Community College Foundation	N/A	02/20/10	02/19/12	This Letter of Affiliation extends the ending date of the Coordinated Work Experience Affiliation Agreement from February 19, 2010 to February 19, 2012. At which time a new Coordinated Work Experience Affiliation Agreement will be drawn.	unknown	<b>RENEWAL</b> Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Community College Foundation. CCCC would like to be affiliated with The Community College Foundation for the sole purpose of establishing a coordinated work study program in accordance with Government Code section 19133 that will provide registered CCCC students with the opportunity to obtain part-time employment with the State of California and private industry in work related to their field of study. CCCC will not incur any expense for participating in this work study program.	N/A
274		Community College Leadership Forum		Simmi Bhuller	Agreement - One Year Membership		The Education Advisory Board	GU001	09/30/09	09/29/11	Inaugural membership term for KCCD will run from September 30, 2009 through September 29, 2011.	unknown	New agreement between the KCCD and The Educational Advisory Board on behalf of the Community College Leadership Forum to provide consulting services, as recommended in the Business Services Report. Services provided by The Educational Advisory Board include access to Community College Leadership Forum strategy research, best practice reports and briefings, performance benchmarking, leadership retreats, teleconferences, and other services.	E

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275		Community College Library Consortium		unknown	Agreement - Subscriptions		Community College Library Consortium	GU001-211LI0-5650-612000	07/01/12	06/30/13	This order lists the database(s) ordered through the consortium during the <b>Spring 2011</b> renewal cycle. All databases have a contract term of July 1, 2012 through June 30, 2013 for 12 months. The renewal process is NOT automatic. Return this form, with the authorized signature, no later than May 11, 2012.	unknown	<b>RENEWAL</b> - Online Subscription Renewal Agreement between the KCCCD, on behalf of <b>Bakersfield College</b> , and Community College Library Consortium. The Community College Library Consortium is a joint endeavor of the Council of Chief Librarians and Community College League of California that provides valuable, fulltext scholarly journals and popular magazine articles via an online database. This renewal subscription will provide continued online access to the Gale database "Biography in Context," "Opposing Viewpoints in Context" and "Serials Solutions" to be used for student academic research.	E
276		Community College Library Consortium			Online Subscription Master Renewal Order Form - Fall 2011		Community College Library Consortium	GU001	01/01/12	12/31/12	This order lists the database(s) ordered through the consortium during the <b>Fall 2010</b> renewal cycle. All databases have a contract term of January 1, 2012 through January 1, 2012 for 12 months. The renewal process is not automatic.	unknown	<b>RENEW</b> an online subscription service between KCCCD, on behalf of <b>Bakersfield College</b> , and Community College Library Consortium. The Community College Library Consortium is a joint endeavor of the Council of Chief Librarians and Community College League of California that provides valuable, full-text scholarly journals and popular magazine articles via an online database. This renewal subscription order will provide continued online access to the Gale Expanded Academic database to be used for student academic research for calendar year 2012.	E
277		Community College Library Consortium			Subscription		Community College Library Consortium	GU001	01/01/11	12/31/11	This order lists the database(s) ordered through the consortium during the <b>Fall 2009</b> renewal cycle. All databases have a contract term of January 1, 2011 through December 31, 2011 for 12 months. The renewal is not automatic.	unknown	<b>Renewal EBSCO-NetLibrary</b> subscription between the KCCCD, on behalf of <b>Porterville College</b> , and the Community College Library Consortium. NetLibrary currently provides PC students with access to 22,000+ online, full-text books, 24/7. This contract renewal will add 2,000-3,000 more electronic books.	E

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278		Community College Library Consortium			Subscription		Community College Library Consortium	GU001	01/01/11	12/31/11	This order lists the database(s) ordered through the consortium during the <b>Fall 2009</b> renewal cycle. All databases have a contract term of January 1, 2011 through December 31, 2011 for 12 months. The renewal is not automatic.	unknown	Online subscription service between the KCCCD, on behalf of <b>Porterville College</b> , and the Community College Library Consortium. This subscription service will allow PC students on-line access to the <b>Opposing Viewpoints</b> database, the Library's most used database of magazine, journal, and book chapter articles about current, and controversial issues. This annual renewal will also secure for PC students, the <b>Newsbank</b> database with articles from 500+ newspapers including Valley newspapers and <i>The Porterville Recorder</i> .	E
279		Community College Library Consortium			Online subscription master renewal order form		Community College Library Consortium	GU001	01/01/12	12/31/12	This order lists the database(s) ordered through the consortium during the <b>Fall 2009</b> renewal cycle. All databases have a contract term of January 1, 2012 through December 31, 2012 for 12 months. The renewal process is not automatic.	unknown	An online subscription renewal service between the KCCCD, on behalf of <b>Porterville College</b> , and the Community College Library Consortium (CCLC). The CCLC is a joint endeavor of the Council of Chief Librarians and the Community College League of California that provides valuable, full-text scholarly journals and popular magazines, newspaper articles, book chapters, and other information resources via an online database. The renewal subscription order will provide continued online access to " <b>Access World News</b> " and " <b>Opposing Viewpoints in Context</b> " ( <b>Gale</b> product). This renewal entitles PC to have one additional, free database for a year. Gale's Literature Resource Center was selected to be that free database. The CCLC invoice #5426 also lists two new database purchases from Gale that are listed on another request for Board Action.	E



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280		Community College Library Consortium			Two new online database subscriptions		Community College Library Consortium	GU001	01/01/12	12/31/12		unknown	Two new online subscription database services between the KCCD, on behalf of <b>Porterville College</b> , and the Community College Library Consortium (CCLC). The CCLC is a joint endeavor of the Council of Chief Librarians and the Community College League of California that provides valuable, full-text scholarly journals and popular magazines, newspaper articles, book chapters, and other information resources via online databases at better group rate subscription costs. The two new <b>Gale</b> databases to be purchased are " <b>Science in Context</b> " and " <b>World History in Context</b> ." They are listed in invoiced #5426. The costs for the two databases for the first year is one-fourth of the subscription price: \$368 for "Science" and \$615 for "World History." Each year the cost increases by 25% until the 100% subscription cost is reached. The contract can be cancelled at the annual renewal time. These databases will provide online information for PC students not currently available.	E
281		Community College Library Consortium		Sarah	Master Renewal Order: Spring 2011		Community College Library Consortium	GU001	July 2011	June 2012	unknown	unknown	Online subscription renewal service between the KCCD on behalf of <b>Porterville College</b> , and the Community College Library Consortium (CCLC). The CCLC is a joint endeavor of the Council of Chief Librarians and the Community College League of California that provides valuable, full-text scholarly journals and popular magazines, newspaper articles, book chapters, and other information resources via an online database. This renewal subscription order will provide continued online access to: "EBSCO Academic Search Elite," "Health & Wellness Resource Center" which comes with "Health Reference Center Academic," "ProQuest Research Library Complete," and "SIRS" (ProQuest product). These renewals are listed in invoice #5258. Please note that these renewals have been delayed in reaching KCCD for approval.	E

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282		Community College Library Consortium			Subscription Renewal		Community College Library Consortium	GU001	01/01/12	12/31/12	This order lists the database(s) ordered through the consortium during the Fall <b>2010</b> renewal cycle. All databases have a contract term of January 1, 2012 through December 31, 2012 for 12 months. The renewal process is NOT automatic.	unknown	<b>RENEWAL</b> online subscription service between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and the Community College Library Consortium. This subscription service will allow CCCC students online access to several databases to view full-text magazines, journals, newspaper articles, book chapters, and more for research purposes.	E
283		Community College Library Consortium		Sarah	Subscription Renewal		Community College Library Consortium	GU001	01/01/11	12/31/11	NetLibrary Subscription Form (2011) 10th Shared E-book Collection. Term 01/10/11 to 12/31/11	unknown	<b>RENEWAL</b> online subscription service between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and the Community College Library Consortium. This subscription service will allow CCCC students, faculty, and staff online access to the Community College Library Consortium shared eBook collection.	E
284		Community College Search Services	COMCOL14	Al Fernandez 805-650-2546	Agreement - Contractual Services Agreement		Community College Search Services	GU001	9/2009	1/2010	The search process will begin in September 2009 with the goal of completing the search by January 2010.	unknown	Agreement between KCCD and Community College Search Services, to assist in the comprehensive search for the position of President Cerro Coso College, September 2009 to January 2010. This agreement includes visits by CCSS staff; telephone and mailing expenses for recruiting candidates; communicating with the Chancellor or designees, search committee, candidates, district liaison, and other staff as required; the development of search process materials for the search; and comprehensive reference reports for up to four finalists.	E

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285		Community College Search Services	COMCOL14	Al Fernandez 805-650-2546	Agreement		Community College Search Services	GU001	08/18/08	12/2008	CCSS will begin services on August 18, 2008, and services shall terminate in December 2008. The parties may agree in writing to extend the period beyond the aforementioned termination date and this agreement may be terminated sooner by written notice given by either party to the other thirty (30) working days in advance of termination.	This agreement may be terminated sooner by written notice given by either party to the other thirty (30) working days in advance of termination. In the vent of early termination of this agreement, CCSS shall be paid for the actual services performed as of the date of termination.	Agreement between KCCD and Community College Search Services, to assist KCCD (Porterville College) in the search for the position of Vice President of Academic Affairs. Total cost to District is \$6000.	E
286		Community College Search Services	COMCOL14	Al Fernandez 805-650-2546	Agreement		Community College Search Services	GU001	03/29/10	07/31/10	CCSS will begin services on March 29, 2010, and services will continue thereafter on a month-to-month basis until permanent Associate Vice President of Student Services is hired but not later than July 31, 2010 unless either party provides written notification of a desire to terminate or extend the contract. This agreement may be terminated sooner by written notice given by either party to the other thirty (30) working days in advance of termination.	Such notice will be provided 30 days prior to the termination date, unless the 30-day time period is reduced by mutual agreement between the District and CCSS. In the event of early termination of this agreement, the Interim Employee and CCSS shall be paid for the actual services performed as of the date of termination.	Agreement between the KCCD and Community College Search Services (CCSS). KCCD will utilize the services of Manual Osorio as Interim Associate Vice President of Student Services for Bakersfield College from March 29, 2010 through July 31, 2010. Community College Search Services is providing Interim Job Placement Services for the District.	E

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287		Competitive Edge Software, Inc.			Software Purchase		Competitive Edge Software, Inc.	GU001- 150LE0	N/A	N/A	(8.1) This Agreement shall be effective on the date it is signed by the Client and shall remain in effect for the initial term as set out in the attached Schedule "A". (8.2) At the end of the initial term, the Agreement shall automatically renew for successive one-year terms at the then-current price. (8.3) Notwithstanding Sections 8.1 and 8.2, either party may terminate this Agreement upon giving at least thirty (30) days advance written notice to the other party.	(8.3) Notwithstanding Sections 8.1 and 8.2, either party may terminate this Agreement upon giving at least thirty (30) days advance written notice to the other party. (9.1) Competitive Edge Software may immediately terminate this Agreement, including the Client's access to the Report Exec Direct TM service, in the event that: (a) the Client is found to be using or allowing the Report Exec Direct TM service to be used for purposes or activities not contemplated by or contrary to any term of this Agreement; (b) the Client breaches any provision of this Agreement, including the failure to pay the full amount due or past due under this agreement; or (c) the Client becomes bankrupt or insolvent, or has a receiving order made against it or takes the benefit of any status relating to bankruptcy or insolvent debtors, or if any order is made or resolution passes for the winding up of the Client. (9.2) In the event that this Agreement is terminated, the Client shall be liable to Competitive Edge Software for all fees incurred by the Client up to the effective date of the termination of the Agreement and an additional early termination fee equal to three (3) monthly payments as set out in Schedule "A", to a maximum of \$1,000. (9.3) In the event that this Agreement is terminated for any reason other than for the Client's breach upon the Client's request, Competitive Edge Software shall provide reasonable transition	Purchase of software, from Competitive Edge Software Inc. All colleges and universities must comply with Federal Clery Reporting guidelines or fines are imposed on the institution. This software will enable each of the district's campuses to maintain legal compliance, as it facilitates Clery reporters' ability to better maintain their daily logs, report writing, and annual notices to students and faculty.	E

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288		Computer Prompting Captioning Co.	COMPRO1	Michael Aaron	Agreement - License		Computer Prompting Captioning Co.		5/2005	5/2104	Term: From May 2005 to <b>May 21, 2104</b>	Licensor shall have the right to terminate this agreement and license(s) granted herein upon ten (10) days' written notice in the event that the Licensee, its officers, employees, agents and/or contractors violate any provisions of this License Agreement including, but not limited to, confidentiality and payment. In the case of violation due to failure of payment, the Licensee will have 10 working days from receipt of notice to make necessary payment to fulfill contract terms. Without limiting any of the above provisions, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this license agreement, the Licensee shall continue to be obligated for any payments due. Termination of the Licensee(s) shall be in addition to and not in lieu of any remedies, equitable or civil available to the Licensor.	New agreement between the KCCD, on behalf of Bakersfield College, and Computer Prompting & Captioning Company, a license for software that will enable closed captioning to be added to computer edited video productions.	E
289		Computer Sciences Corporation		Denis Conkey	Memorandum of Understanding		Computer Sciences Corporation	N/A	N/A	N/A	unknown	unknown	MOU between the KCCD, on behalf of Cerro Coso Community College, and Computer Science Corporation (CSC). CSC intends to implement a Student Internship Program for CC students.	N/A

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290		Concept Media		Susan Michener 1-800-233-7078 x25	Agreement - Concept Media License		Concept Media, a division of Jobson Medical Information, LLC.	RP128 & RP129	N/A	N/A	The License granted herein shall be perpetual upon Licensee's payment of the License Fee, unless this Agreement is terminated pursuant to Section V.	(Section V) Either party may terminate this agreement on 30 days' notice if the other party commits a material breach of this agreement and fails to cure such breach within the 30-day period. Licensor may terminate this agreement immediately if Licensee breaches any provision of Section II of this Agreement. Upon termination of this agreement, licensee immediately shall remove completely all discs from the server and shall destroy both copies of each disc (or, in the case of a disc created from a video, the one disc) and all digital copies of each program in licensee's possession or control, and a principal or officer of Licensee shall certify to Licensor in writing that Licensee has done so.	New agreement between the KCCD, on behalf of Bakersfield College and Porterville College, and Concept Media, a division of Jobson Medical Information LLC. This agreement grants BC and PC licenses to install and provide access to nursing program related educational program videos owned by Concept Media.	E
291		Contracts Misc			Grant - gov electronic submission		Housing and Urban Development Hispanic Serving Institutions Assisting Communities		10/2007	9/2009	unknown	unknown	Funds to be used to purchase building lots to continue in partnership with the City of Bakersfield for in-fill housing in the SE NRSA; establish Outreach center for basic skills and community credit and homeownership education, in addition to college outreach and counseling in collaboration with the Housing Authority of Kern; and partner with the New Life Training Center for basic skills instruction.	
292		Contracts Misc			Grant - cooperative grant		Natural Resources Career Academy		10/01/07	09/30/09	unknown	unknown	Project is in partnership with the U.S. Forest Service, Arvin HS, and CSUB for the purpose of developing a career pathway in both educational endeavors and active professional employment.	

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293		Corporate Center at the College of Southern Maryland		Tammy Berry	Agreement for Services		Corporate Center at the College of Southern Maryland	CE010- Contract Education	08/16- 17/2011; 8/24- 25/2011; 9/13- 14/2011	07/08/11	The term of this Agreement begins August 16, 2011 and extends through the following date: September 14, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Cerro Coso Community College, and the Corporate Center at the College of Southern Maryland. CCCC will provide an instructor to teach three 2-day Wellness seminars on August 16-17, August 24-25, and September 13-14 through the Office of Contract & Community Education for The Corporate Center of the College of Southern Maryland. The classes will be of employees of the NAVAIR Aircraft Division, China Lake, California - and taught on-site at the NAVAIR base in China Lake, California. The Corporate Center of the College of Southern Maryland will provide our instructor with the training, the curriculum, and all instructional materials necessary to teach the 2-day Wellness seminar.	R.E

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294		Corporate Center at the College of Southern Maryland		Daniel P. Mosser	Letter of Agreement		Corporate Center at the College of Southern Maryland	CE010- Contract Education	07/23/12	09/17/12	The term of this Agreement begins July 1, 2012 and extends through the following date: September 30, 2012, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for services between the KCCD, on behalf of Cerro Coso Community College, and the Corporate Center of the College of Southern Maryland (CCCSM). CCCC will deliver four Leadership Vector Courses (DDI) to employees at the Naval Air Systems Command (NAVAIR) Aircraft Division, China Lake, California. Courses schedule to be taught are Adaptive Leadership (07/23/2012), Influential Leadership (08/6/2012), Leading Change (8/27/2012) and Mastering Interaction Skills (9/17/2012). CCCSM will pay CCCC \$3,375 per course. The expenses include instructor compensation and course materials. The district will generate approximately \$8,504.	R,E



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
295		County of Kern Public Health Services		Melissa McCormick	Agreement for Services		County of Kern Public Health Services	CE089	04/05/12	04/06/12	This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date therein specified unless sooner terminated as provided for herein.	The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. Mail, postage prepaid. Should the Purchasing Agent terminate this Agreement as provided herein, County shall pay Speaker/Trainer for all satisfactory services rendered by Speaker/Trainer prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.	Agreement between the KCCD, on behalf of Bakersfield College, and the County of Kern Public Health Department. The community education will consists of one 16-hour Hospital Decontamination training course. This training will prepare hospital emergency room staff on how to deal with patients who present themselves at any County hospitals contaminated with an industrial chemical or biological agent. Training will be held at the Ridgecrest hospital April 5-6, 2012.	R,E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
296		County of Kern		Donnie Youngblood, Sheriff	Agreement - License		County of Kern	GU001	04/08/10	04/08/15	The term of this License shall commence on the first date of the first full training program following the date herein written above and shall terminate April 8, 2015 or until duly modified or terminated by the parties as provided for in this Agreement.	This Agreement may be terminated by either party with cause if another party commits a material breach. Termination will be effective thirty (30) calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This Agreement may be terminated without cause and/or for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than sixty (60) calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date.	A License Agreement between the KCCD, on behalf of Cerro Coso Community College, and the County of Kern, a political subdivision of the State of California. CCCC and the Kern County Sheriff's office wishes to use the facilities leased by the County for the delivery of law enforcement training to students and communities of Kern county. It is the intent of the College and the County to enter into this agreement for that purpose.	E

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297		County of Kern/Employers/ Employers' Training Resource	Monica Jeffries	Subgrant Agreement	County of Kern/Employers' Training Resource		County of Kern	RP230 - Department of Labor High Growth Emerging Industries Grant	10/01/11	03/31/13		<p>This Agreement shall be in effect from October 1, 2011 through March 31, 2013 while County's WIA program is in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its WIA-funded program(s) for three (3) years as provided in paragraph 3.b. above.</p> <p>Either Agency or County may terminate this Agreement upon thirty (30) days written notice to the other party. If WIA funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibits "C," "C-1" and "C-2" upon five (5) days written notice to Agency.</p>	<p>Agreement between the KCCD and the County of Kern/Employers' Training Resource. This Agreement provides for an Introduction to the Green Economy and Green Jobs course, for participants of the Green Jobs Program Pre-Apprenticeship, and a Building Analyst Certificate course, for participants of the BPI Certification. These courses serve unemployed or underemployed adults, as recommended in the Business Services Report. The term is October 1, 2011 through March 31, 2013. The total amount payable to the District is \$136,579, funded into RP230, Department of Labor High Growth Emerging Industries Grant.</p>	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
298		County of Merced Piggyback Contract		Deidre F. Kelsey	Contract - Piggy-Back Contract # 2009177		Agreement for Public-Private Joint Venture - Merced County	N/A	07/21/09	07/20/11	The term of this Agreement shall commence on the 21st day of July, 2009, and continue until the 20th day of July, 2011, unless sooner terminated in accordance with Sections, "Termination For Cause" and/or "Termination at Will" as set forth elsewhere in this Agreement. Through mutual agreement, the contract may be extended for additional terms.	<p><u>Termination for Cause:</u> If Contractor shall fail to comply with any of the Contractor's obligations under this Agreement or otherwise breach this Agreement, County may, in addition to any other remedies it may have, terminate for cause, this Agreement by giving ten (10) calendar days written notice to Contractor in the manner set forth under Section "Notices". In the event of any proceedings by or against the Contractor, i.e. bankruptcy, insolvency, appointment of a receiver or trustee, or any assignment for the benefit of creditors, the County shall exercise its right of cancellation under this section. <u>Termination for Convenience:</u> This Agreement, not withstanding anything to the contrary hereinabove or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder or deliverables or products ordered before the effective date of termination to the time specified in said notice. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.</p>	Use of the Fast Open Contract Utilization Services (FOCUS) piggy-back contract through the County of Merced to purchase networking hardware, software and related services from AT&T Inc. The use of the competitively bid FOCUS piggy-back contract was previously approved by the Board of Trustees in 2004 but the contract was rebid by the County of Merced and competitively awarded to AT&T Inc. in July 2009.	N/A

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299		County of Tulare Emerg. Svcs. Agmt.		Thomas Campanella	Agreement - Standardized Emergency Management System (SEMS) Agreement # 17654		Tulare County Agreement # 17654		04/06/95	06/30/10	This Agreement shall be effective as to each party form the date of its execution by that party, unless otherwise specified in this Agreement and shall continue until June 30, 2010 unless extended by agreement of the parties to be bound in writing.	unknown	Agreement between Porterville College and Tulare County to serve as an Emergency Operations Center to facilitate a cooperative approach among local agencies within the operational area in responding to emergencies.	

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300		County of Tulare Health & Human Svcs Agency		Lori Looney	Agreement No. 6174		County of Tulare Health and Human Services Agency/Tulare WORKS	RP212 - Workforce Investment Act	10/01/11	09/30/12	This Agreement shall become effective on October 1, 2011 and shall expire on September 30, 2012, unless otherwise terminated as provided in this Agreement.	(a) The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. (i) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provisions, specifying the date of termination. County will pay to the contractor the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from contractor of any and all plans, specifications and estimates, and other documents prepared by contractor in accordance with this Agreement. No sanctions will be imposed. (ii) With Cause: This Agreement may be terminated by either party should the other party: (a) be adjudged a bankrupt, or (b) become insolvent or have a receiver appointed, or (c) make general assignment for the benefit of creditors, or (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or (e) materially breach	Agreement between the KCCD, on behalf of Porterville College, and County of Tulare Health and Human Services Agency. PC will place students in the CalWORKS program to work on campus and available internship positions off campus. Students will learn communication skills, filing, customer service, early childhood experience, initiate referrals to community agencies, and food service maintenance. There is no cost to the District. Expenses will be covered by County of Tulare Health and Human Services Agency.	E

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301		Courtyard Anaheim		Lisa Niehaus	Group Sales Agreement		Courtyard Anaheim	CE035 - Contract Education	03/13/12	03/15/12	March 13-15, 2012	unknown	Group Sales Agreement between the KCCD and Courtyard Anaheim. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	E

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302		Courtyard Sacramento Rancho Cordova		Kelly Bentz	Group Sales Agreement		Courtyard Sacramento Rancho Cordova	CE035 - Contract Education	2/22/12; 8/7/12	02/24/12; 08/9/12	February 22-24, 2012; August 7-9, 2012	California Compliance School agrees that if it cancels the meeting it will pay Hotel 200.00 per day/per space, plus applicable taxes, within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.	Group Sales Agreement between the KCCD and Courtyard Sacramento Ranch Cordova. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	E
303		Credentials, Inc.		Thomas D. McKechney	Agreement - Receiving Institution Agreement		Credentials Inc.	GU001	N/A	N/A	This agreement will become effective as of the date signed by both parties ("effective date") and may be terminated by either party upon 30 days written notice to the other party at the respective principal address for each party as shown above.	May be terminated by either party upon 30 days written notice to the other party at the respective principal address for each party as shown above.	Agreement between the KCCD, on behalf of Bakersfield College, and Credentials, Inc. Credentials Inc. has integrated the use of Transcripts Network with the current Transcripts Plus and Robo Registrar software to provide the secure internet delivery of transcripts in an encrypted delivery PDF format. BC will be part of a network of participating schools in the Transcripts Network. The electronic transcript will not be released or transferred to any other party by BC.	N/A



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304		Credentials Inc. Degree & Enrollment Verification		Thomas D McKechney	Agreement - Electronic Transcript		Credentials Inc.	GU001	04/01/09	04/01/14	The initial term of this agreement shall be 1 year from the effective date and will be renewed for succeeding one-year periods up to a maximum of five years, unless sooner terminated.	This agreement will terminate: (a) upon failure of a party in breach of any material term of this agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or (b) at any time and without cause upon 30 days written notice of termination delivered by either party to the other. Upon termination of this agreement: (a) any student records provided by institution and maintained by Credentials shall be returned to institution or destroyed by Credentials. (b) Institution will remove all automated interface software from its personal computing devices and provide Credentials with a letter certifying removal.	An electronic transcript service agreement between KCCCD, BC, CC, and PC and Credentials Inc. Acting on behalf of Institution, Credentials, Inc. will provide students and alumni legal and compliant access to the following services at Institution for electronic transfer of student transcripts between institutions: Automated Interface - credentials will provide and maintain software that will reside on a personal computing device in the Registrar's Office of each institution for the purpose of automating the retrieval, logging and production of transcript requests. The software will comply with institutional policies and procedures with respect to security. Electronic Transcript Processing - Using the automated interface referenced above, Credentials will extract transcript courses data, format, send, track and acknowledge transcript data to the destination institution either directly or through industry accepted intermediaries such as CCCTran or the "Texas Server" on behalf of the institution. As institution's representative, Credentials may also be required to receive electronic transcripts on behalf of institution from other institutions directly or through the same intermediaries and will delivery these inbound transcripts on a timely and accurate basis.	E

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305		Credentials Inc. Degree & Enrollment Verification		Thomas D McKechney	Agreement - Service ( <b>See Addendum below</b> )		Credentials Inc.	GU001	04/01/09	04/01/14	The term of this Agreement shall be five years from the effective date unless sooner terminated.	This agreement will terminate: (a) At the end of the term specified in Paragraph 9 or at the end of any succeeding one year period, provided either party delivers written notice of termination at least 90 days before the end of the period; or (b) Upon failure of a party in breach of any material term of this Agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or (c) At any time and without cause upon 90 days written notice of termination delivered by either party to the other. (d) Upon termination of this Agreement, any student records provided by Institutions and maintained by Credentials shall be returned to institutions or destroyed by Credentials.	<b>RENEWAL</b> service agreement between KCCD (Institution) comprised of BC, CC, and PC, and credentials Inc. (an Illinois Corporation). Acting on behalf of Institution, Credentials Inc. will provide students' transcripts. ( <b>See Addendum below</b> )	R
306		Credentials Inc. Degree & Enrollment Verification		Thomas D McKechney	Agreement - <b>Addendum</b> to School to School Service Agreement		Credentials Inc.	GU001	04/01/09	04/01/14	The term of this Agreement shall be five years from the effective date unless sooner terminated.	This Addendum shall remain in effect until the earlier of termination by either party upon written notice to the other party or upon termination of the services provided by CI on behalf of Sending Institution under the original Agreement.	<b>ADDENDUM</b> to the agreement between KCCD, on behalf of Bakersfield College, and Credentials, Inc. for the implementation of Transcripts Plus online service. Credentials Inc. has modified its Transcripts Plus application to provide a restricted mode of use to ensure that compliance is consistent with the provisions of the addendum. This addendum alleviates the need to fax the signature page when a student orders a transcript online. All other terms and conditions shall remain the same.	

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307		CSU Fresno Foundation, Lyle Center		Genelle Taylor 559-294-2045	Agreement Number: SC340030-10-02 (See Amendment No. 1 below)		CSU Fresno Foundation, Lyle Center	Career and Technical Education, Business Management & Information Technology (BMIT) - BMIT213	11/01/09	12/31/11	The period of this Agreement shall be from 11/01/09 through 12/31/11. The period may be extended, at the Foundation's option, by notice in writing to the Subcontractor and execution of a written amendment hereto.	(A) The Foundation retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the Subcontractor. Each party retains the right to terminate this Agreement for cause upon fifteen (15) days' advance written notice to the other, which notice shall specify the cause. (B) After termination, and subject to the limitations of section IV(A) hereof, the Subcontractor will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission of an invoice to the Foundation.	A subcontract agreement for Professional Services between the KCCD, on behalf of Bakersfield College, and the California State University Fresno Foundation (CSUFF), Lyle Center. The CSUFF has received a 26-month grant from the State of California Employment Development Department pursuant to the agreement entitled: "Demonstration Project: Integrated Workforce Development Strategy for Regional Clusters in the San Joaquin Valley." BC has agreed to participate in this effort in partnership with California State University Fresno Foundation, Lyle Center for Innovation & Entrepreneurship. BC will develop an Entrepreneurship Center (E-Center), to promote and provide entrepreneurship training/education to not only students but also local businesses. A Certificate of Job Skills and an Associate Degree will also be developed. Even though the beginning date of the subcontract agreement is dated November 1, 2009, BC was only advised of this subcontract agreement in October of 2010.	R

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308		CSU Fresno Foundation, Lyle Center		Sally Cardell	Amendment No. 01 --Subcontract Agreement Number: SC340030-10-02		CSU Fresno Foundation, Lyle Center	BMIT213 - Career and Technical Education, Business Management & Information Technology	01/01/12	03/31/12	01/01/12 - 03/31/12. Article II B of the Subcontract has been revised to extend the term from January 1, 2012 through March 31, 2012.	(A) The Foundation retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the Subcontractor. Each party retains the right to terminate this Agreement for cause upon fifteen (15) days' advance written notice to the other, which notice shall specify the cause. (B) After termination, and subject to the limitations of section IV(A) hereof, the Subcontractor will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission of an invoice to the Foundation.	Amendment No. 01 to the contract between the KCCD, on behalf of Bakersfield College, and the California State University Fresno Foundation (CSUFF), Lyles Center. This Amendment extends the agreement from December 31, 2011 to March 31, 2012. All other terms and conditions remain the same. The grant's purpose is to create an Entrepreneurship Center for Innovation & Entrepreneurship to promote and provide entrepreneurship training/education to students and local businesses.	R

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309		CSUB-Child Adolescent Family Studies Program		Michael Chavez	Letter of understanding - LOU1264		CSUB-Child Adolescent Family Studies Program	GU001	09/01/08	08/31/10	<p>This LOU shall begin on September 1, 2008, and continue through August 31, 2010, or until the completion of the published two-year course schedule for the last admitted cohort, whichever comes later. Both parties shall attempt to reach an agreement by August 1 of each year regarding admission of a new cohort to begin in the fall quarter.</p>	<p>Either party may terminate this LOU if agreement on starting a new cohort cannot be reached. This LOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective no sooner than 90 calendar days after actual receipt of the written notice. Both parties agree to consider the needs of currently enrolled students when determining a termination date. This LOU may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach of this LOU. Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure. The indemnification provisions contained in this LOU shall survive termination.</p>	<p>Letter of Understanding between the KCCD, on behalf of Porterville College, and CSUB. CSUB will offer a special sessions degree program (B.S. in Child, Adolescent, and Family Studies) beginning in fall 2008. The program under consideration would allow for students to achieve a Bachelor's Degree in this field at PC. Students with a CAFS degree could go on to work in child development fields or with a credential, as K-6 school teachers. CSUB will reimburse PC for actual expenses for photocopies and costs of other supplies and services incurred on behalf of its instructional program.</p>	E

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310		CSUB-Cost Reduction/Access Act		James E. Laws, Jr.; Peter Fusscas 202-502-7590	Letter of understanding and Access Act- GRA1450		CSUB-Cost Reduction/Access Act	New RP	12/17/08	09/30/10	This Agreement has an effective date of December 17, 2008, and will continue in force until September 30, 2010, unless otherwise terminated as provided in this Agreement.	The parties may terminate this agreement prior to its expiration date as follows: (A) Termination by Agency - Agency may terminate this agreement if District commits a material breach of this agreement and fails to cure such a breach within 30 days after written demand. (B) Termination by District - District may terminate this agreement with immediate effect in the following cases: (1) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand.	KCCCD, on behalf of Bakersfield College, to collaborate services with CSUB through the cost Reduction and Access Act grant of the Hispanic Serving Institution Program for the purpose of promoting a cooperative STEM curriculum alignment and integration of services and systems to improve transfer from a two-year educational institution to the four-year educational institution for Hispanic, low-income students. CSUB is in agreement to provide funds to promote and achieve this purpose.	R

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311		CSUB-Hispanic Svng. Instit. Collaborative		Maria Escobedo 661-664-6125	Letter of Understanding (formerly Memorandum of Understanding) CSUB#GRA1054/		CSUB-Hispanic Svng. Instit. Collaborative		10/01/03	09/30/08		The parties may terminate this Agreement prior to its expiration date as follows: (A) Termination by agency - Agency may terminate this agreement if District commits a material breach of this agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District - District may terminate this agreement with immediate effect in the following cases: (1) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this agreement. (2) If Agency commits any other material breach of this agreement and fails to cure the breach within 30 days after written demand. This Agreement has an effective date of October 1, 2003, and will continue in force until September 30, 2008, unless otherwise terminated as provided in this Agreement.	MOU between the KCCCD, on behalf of Bakersfield College, and CSUB on behalf of CSUB. AMENDMENT - to change title from "Memorandum of Understanding" to "Letter of Understanding", and the "Agency" from CSUB Foundation to California State University, Bakersfield. Change to "District" in place of "Agency" and vice versa regarding insurance requirements. Change primary contact to Maria Escobedo, Program Director, College Assistance Migrant Program. Change invoicing contact to CSUBF to Maria Escobedo. All other terms and conditions of the original agreement dated October 1, 2003, remain in full force and effect.	
312		CTR for International Trade & Dev		Christopher Burger 661-636-4830	Agreement		CTR for International Trade & Dev		N/A	N/A		There is no term to this cooperative agreement except the right to terminate or suspend upon 30 days written notice to the other party. There is no dollar amount to this agreement. Agreement may be terminated or suspended upon 30 days written notice to the other party.	New agreement between the Center for International Trade Development, State Center Community College and KCCD - PC. The mission of the CITD-SCCD initiative is to advance California's economic development and global competitiveness by providing quality training and services to small to medium sized enterprises that are potential or current exporters or importers, as described in California Government Code, Section 15379.21. There is no term to this cooperative agreement except the right to terminate or suspend upon 30 days written notice to the other party. There is no dollar amount to this agreement.	N/A

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313		Cummins-Allison	CUMALL	Danette Hussion 818-841-9692	Contract - Maintenance Renewal #23605208		Cummins-Allison	GU001	07/25/08	07/24/09	unknown	unknown	Agreement between the KCCD, on behalf of Bakersfield College business services, and Cummins-Alison Corp. Cummins-Allison Corporation will provide preventative maintenance for the Cummins Jetscan Model 4062 Serial #2837 (currency counter) and the Citizen High Printer located in the Business Services Office at BC.	E
314		DCS Corporation		unknown	N/A		DCS Corporation	RP219 Special Projects Funding	N/A	N/A	N/A	N/A	Donations to the KCCD, on behalf of Cerro Coso Community College, from Jacobs Technology Inc., DCS Corporation, and New Directions Technologies Inc. Jacobs Technology Inc. has donated \$5000, DCS Corporation has donated \$5000, and New Directions Technologies Inc. has donated \$5000 for continuing support of the Engineering Program at CCCC. The donations will be used toward the payment of faculty teaching in the Engineering Program.	R
315		Dale Scott & Co.	DALSCO	Dale Scott 415-956-1030	Agreement - Continuing Disclosure		Dale Scott & Co.	various	03/26/08	03/26/13	This agreement shall renew upon mutual written consent for additional one (1) year periods, not to exceed four (4) renewal periods. Either party may terminate for any reason by giving no less than thirty (30) days prior written notice.	Either party may terminate for any reason by giving no less than thirty (30) days prior written notice.	Revision to agreement between KCCD and Dale Scott & Company, to provide continuing disclosure for the tax-exempt bond financings of the District in accordance with current Federal regulations. As of January 1, 2008, and on an annual basis thereafter, undertake the required steps to provide for secondary market disclosure ("Disclosure Services") as required under the tax regulations of the Treasury Department of the U.S. for the following series of bonds: Limited, Obligation Refunding improvement Bonds; 2007 Refunding Certificates of Participation; Certificates of Participation 2004 Capital Improvements Project; Safety, Repair and improvement District general Obligation Bonds; Bonds of the Mammoth Campus School Facilities Improvement District.	E



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
316		Dallas TeleLearning		Pamela Quinn	Agreement - Use Agreement # 0007524-008		Dallas TeleLearning - Dallas County Community College District	GU001-211DL0-5890-601000-BIL002	01/18/10	05/15/10	Academic Term: Spring, Beginning 1/1/10 ending 5/31/10.	(a) For a first-time use of DCCCD Courseware product, Licensee may cancel within 15 days after the start of the academic term by payment of a 20% penalty of full contract amount. In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products which may have been acquired by Licensee. (b) If the Courseware class is canceled during a second or succeeding semester, an institution will not be billed for the lease fee if the DCCCD enrollment statement is returned and marked "Class Canceled." In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products which may have been acquired by Licensee.	Agreement between the KCCD, on behalf of Bakersfield College, and Dallas TeleLearning County Community College District. BC will lease four (4) Instructional Telecourses (ITV) for Spring 2010 - "Voices in Democracy" (POLS B1 - Amer. Gov." Natl, St, Local), "Shaping America" (HIST B17A - History of the US), "Transforming America" (HIST B17B - History of the US, 1870), and "Nutrition Pathways" (NUTR B10 - Elementary Nutrition). These ITV courses are an integral part of the BC scheduled semester classes through Distance Learning and comprise the core of traditional ITV offerings. Estimated expenses will be determined by BC's enrollment at Spring 2010 census. DCCCD will invoice BC based on that data.	E
317		Danka	DANOFF	727-622-2100	Agreement - Maintenance Service #2876938USA		Danka Office Imaging Company, Inc.	GU001	07/01/08	06/30/09	Service Agreement starts on July 1, 2008 and ends June 30, 2009.	unknown	<b>RENEWAL</b> Maintenance service Agreement between the KCCD, on behalf of Cerro Coso College, and Danka Office Imaging Company, Inc. This maintenance agreement will provide service to the Canon IR600 MFP, I.D. #61957140, Serial Number NLE13369, located in the Print Shop at CC IWV campus.	E

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318		Darden Architects	DARARC	Martin E.Dietz	Agreement for Consultant Services		Darden Architects	SRID	11/01/10	07/01/11	The term of this Agreement begins on November 1, 2010, and ends on October 31, 2011, unless terminated by either party with 30 days written notice. The term of this agreement may be extended for a period of time to be determined by District, as needed, on written notice to Consultant. If District elects to extend the term of this Agreement, it shall provide written notice to Consultant prior to expiration of the term, and at other times thereafter as may be determined by District in its sole discretion. In no event is Consultant authorized by District to render services in connection herewith prior to the commencement of the Term of this Agreement and execution of this Agreement	30 days written notice	Agreement for Consultant Services between the KCCD ("District") and Darden Architects ("Consultant"). This Agreement provides for Consultant to render certain research, investigation, interfacing, document collection and filing of records, and performing and accepting any and all other outstanding responsibilities required to obtain final close-out confirmation from the Division of State Architects ("DSA") on projects owned and technically completed by the District, but for which DSA has not granted final approval and close-out.	E

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319		Delano Joint Union High School District Joint Facility Use Agrmt Lecture Center & Gymnasium		Richard McCrow	Agreement - Use of Facilities (Lecture Center and Gymnasium)		Delano Joint Union High School District Joint Facility Use Agrmt Lecture Center & Gymnasium		05/27/04		(Term - Subject to automatic termination if the plans for this facility are not approved by the California Department of Education, the Division of State Architect, and the Office of Public School Construction within one year after execution, <b>this agreement shall be in effect for an additional period of 50 years from the date of execution by both parties</b> , subject to earlier termination as provided in this agreement. The <b>agreement shall roll over and continue in effect for an indefinite period</b> , subject to termination by either party if the site on which the Joint Use of Facilities are located is no longer used as a school site.	Termination -- A) if the other party fails to comply with the insurance or indemnification requirements of this agreement, within 45 days after written demand. (B) if School District receives the funding for the Joint Use Facilities but fails to construct them by June 30, 2009. Commencing with the recording of a notice of completion of construction of the Joint Use Facilities and continuing through the initial 50-year term of this agreement, each party shall refrain from terminating and waives its power to terminate this agreement in the event of a material breach on the part of the other party except as expressly permitted in the agreement or upon mutual agreement. In addition to any other termination provisions in this Agreement, either party may terminate this Agreement prior to its expiration as follows: (A) If the other party fails to comply with the insurance or indemnification requirements of this Agreement, within 45 days after written demand. (B) If School District receives the funding for the Joint Use Facilities but fails to construct them by June 30, 2009. Commencing with the recording of a notice of completion of construction of the Joint Use Facilities and continuing through the initial 50-year term of this Agreement, each party shall refrain from terminating and waives its power to terminate this Agreement in the event of a material breach on the part of the other party except as expressly permitted in the Agreement or upon	Joint Development and Use of Facilities Agreement between the Delano Joint Union High School District and KCCD on behalf of Bakersfield College.	

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320		DELL	DELMAR	Shawn Hall Lecuona 512- 922-3745	Agreement - US Warranty Parts Direct Program Agreement		Dell Marketing L.P.		08/01/05	08/01/06	This Agreement shall remain in effect for a period of one year from the Effective date and <b>may be renewed for successive one year periods thereafter</b> as long as the End User designates the service Provider to service their Products and as long as service Provider maintains payment of all status") unless terminated pursuant to the terms.	Either party may terminate this Agreement for any or no reason at any time upon thirty (30) days written notice to the other. This Agreement will terminate immediately upon End User's termination of Service Provider's services.	Dell Marketing L.P. (DELL) agrees to offer its warranty Parts Direct Program (Program) to you (Service Provider). This warranty parts direct program agreement (Agreement) governs Service Provider's participation under the program. Each individual Certified Technician is required to renew his/her Certification on an annual basis. Members are required to keep annual enrollment fee current.	unknown

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321		Department of General Services		Brian Gai	Piggy-back Contract Amendment # 1S-05-70-16		Department of General Services (DGS)	N/A	09/26/09	09/25/10	Amendment #2 accomplishes the following: Exercises the option to extend the Agreement for an additional 12-month period. Changes term from September 26, 2005 through September 2009 To: September 26, 2005 through September 25, 2010.	The State of California has the unilateral option to cancel this contract in its entirety with a written 30 day cancellation notice.	Amendment that extends the use of the California Strategic Sourcing Initiative (CSSI) piggy-back contract through the California Department of General Services (DGS) to purchase HP enterprise hardware, software and related services from Systems Technology Associates (STA) Incorporated. The use of the competitively bid CSSI piggy-back contract will help KCCD streamline its procurement processes and realize substantial cost savings in the acquisition of HP enterprise hardware, software and related services. The use of CSSI piggy-back contract was previously approved by the Board in 2005. This amendment extends the term of the original contract through September 25, 2010.	N/A
322		Department of Defense		unknown	Memo of Understanding DoD 1322.25		Department of Defense	N/A	01/01/12	10/01/12	This MOU is effective on the date of the later signature.	This MOU will expire 5 years from the effective date, unless terminated or updated prior to that date in writing by the Department of Defense or the Institution. This MOU may be cancelled by either DoD or the Institution 30 days after receipt of the written notice from the cancelling party.	Renew the Memorandum of Understanding (MOU) between the KCCD, on behalf of Cerro Coso Community College (CCCC), and the Department of Defense (DoD). This MOU articulates the commitment and agreement educational institutions provide to the DoD by accepting funds via each Services' tuition assistance (TA) program in exchange for educational Services. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership MOU between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and CCCC.	N/A

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323		Development Dimensions International, Inc.	DEVDIM	Jane Whitmore	Agreement - Service		Development Dimensions International, Inc.	N/A	2006	2007	This Agreement will become effective upon date of DDI signature and shall continue in effect for a period of one (1) year each. <b>This Agreement automatically will be renewed for additional successive terms of one (1) year each, unless either party give sixty (60) days written notice of cancellation</b> or desire to amend the agreement.	Either party may cancel without penalty if the other party commits a material breach of its contractual obligations hereunder.	Agreement between Development Dimensions International (DDI) and KCCCD on behalf of Cerro Coso Community College. The purpose of the service agreement is to allow KCCCD to utilize DDI trainers when bidding with agencies to provide Leadership Development programs. The service agreement must be in place for KCCCD to bid the program as they require DDI certified instructors. It also allows KCCCD to purchase DDI pre-packaged course materials and instructor's training materials at a reduced price.	N/A
324		DevelopIntelligence, LLC		Kelby Zorgdrager	Learning Work Order		DevelopIntelligence	RP524 - Telecommunications & Technology Infrastructure Program	11/21/11	11/23/11	This course will be delivered in 3 days.	Except for reasons related to a force majeure event, for example, fire, flood, earthquake, transportation strikes, acts of terrorism, or acts of government, in which case no cancellation penalty shall apply, KCCCD agrees to a cancellation penalty of 75% of the total delivery fee. Cancellations must occur at least 21 calendar days prior to the start of the delivery to avoid a cancellation penalty. If a cancellation occurs 7 calendar days or less prior to the delivery, KCCCD agrees to pay DevelopIntelligence the entire project fee (100%).	A Learning Work Order between the KCCCD and DevelopIntelligence, LLC. DevelopIntelligence, LLC ("DI") is a leader in delivering live-virtual classroom training and traditional hands-on learning solutions. DI will provide the District with a developer-focused training solution covering Apache Tomcat Administration, an open source software implementation of the Java Servlet and Java Server Pages technologies from Oracle Corporation providing a pure HTTP Java web server environment for Java doe to run. DI will provide Apache Tomcat and Apache HTTP server administration training over a three (3) day period for three (3) District Information Technology staff members.	E

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325		Drake Kryterion, Inc.		Gwen Kennedy	Agreement - Operations		Drake Kryterion, Inc.	N/A	08/01/06	07/31/11	Agreement shall continue to July 31, 2011, unless Drake receives notification at least sixty (60) days prior to the anniversary date requesting termination.	Or any of the follow: (a) breach of any term, condition or provision in agreement; (b) "DATC Entity", expressly or impliedly misrepresents, warrants or guarantees results of any services under this agreement; (c) failure to submit to Drake all fees for tests and test related services; (d) failure to comply with any standards or policies set forth in the policies and procedures manual; (e) failure to operate the testing center without obtaining and maintaining all necessary approvals, consents, permits and licenses, or its failure to comply with all applicable laws, orders, rules and regulations; (f) failure to permit Drake to inspect any DATC or to observe the operation of, or conduct an audit of, the operation of any DATC; (g) the breach of any other agreement between Drake and DATC entity; (h) an assignment or sale of DATC entity's rights hereunder, without Drake's prior written consent; (i) a breach of DATC entity's confidentiality obligations under this agreement; (j) any act causing a tarnishing of Drake's reputation; or (k) any actual or potential breach of test security as determined by Drake in its sole discretion; which has the possibility of resulting in any loss of integrity to the testing program, test data, test results, or other confidential or proprietary matters; (l) DATC entity agrees that Drake may terminate this agreement at any time, with or without cause, upon three (3) month written	Agreement with Drake Kryterion, Inc. for the Bakersfield College Assessment Center to serve as a Drake Authorized Testing Center to administer a variety of professional certification assessments. Testees will register with Drake Kryterion, Inc. who will provide the online tests to the Center. Center will be paid \$15.00 to \$40.00 per test depending on the number of hours needed to complete the session. The mission of the BC Assessment Center is to coordinate, administer, and process the scores of all nationally normed tests that are offered on the campus to students, prospective students, and the general public.	N/A

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326	Duplo USA Corporation	Duplo USA Corporation		unknown	Agreement - Maintenance - 1/090710/APMA		Duplo USA Corporation	GU001	09/06/11	09/06/16	September 6, 2011 thru September 6, 2016	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice. If to Duplo, notice will be addressed to: DUPLO; If to District, notice will be addressed to: KCCD or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Duplo' obligations hereunder shall survive the termination of this Agreement.	Agreement between the KCCD on behalf of Bakersfield College, and Duplo USA Corporation. This is a 12 month maintenance agreement to provide repair and maintenance service for the Duplo Booklet Maker in the BC Graphics Center.	E



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327		Eastern Kern Air Pollution Control District		David L. Jones	Agreement # 07-013-2010		Eastern Kern Air Pollution Control District	GU001	07/08/10	06/30/11	This Agreement shall be deemed in force as of the date first above written and shall remain in effect until the end of the five (5) year reporting period or 100,000 miles of emissions data has been reported to District as indicated in Section 3 above, unless sooner terminated as hereinafter provided.	(A) Breach of Agreement - The District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the District there is: (1) An illegal or improper use of funds; (2) A failure to comply with any term of this Agreement; (3) A substantially incorrect or incomplete report has been submitted to the District; or (4) Services are improperly performed. In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default which may then exist on the part of the Grantee. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of the Grantee the repayment to the District of any funds disbursed to the grantee under this Agreement which in the judgment of the District were not expended in accordance with the terms of this Agreement. The Grantee shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. (B) Without Cause - Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance written notice of its intention to terminate. In such case, the Grantee shall, subject to Section 3, be	Agreement to declare the items listed from Cerro Coso Community College, identified in the Business Services Report, no longer required for school purposes as surplus property, per Education Code Section 81450, and to dispose of said property through public auction, private sale, or donation, per Education Code Section 81452; and to execute an agreement between the KCCCD, on behalf of CCCC, and the Eastern Kern Air Pollution Control District (EKAPCD). CCCC will scrap a 1993 Jeep Cherokee and provide proof that the engine and drive train have been destroyed. It will be replaced with a 2010 or 2011 Toyota Camry LE, 4-cylinder, Partial Zero Emission Vehicle (PZEV) or alternate vehicle as approved by the Air Pollution Control Officer. This will allow a lower polluting vehicle to be added to the Cerro Coso fleet. EKAPCD will pay 70% of the project's final cost, up to a maximum of \$17,362. Total cost on which reimbursement will be based is the final cost after adjustments for any rebates, discounts, or subsidies received by CCCC.	R
328		Economic Modeling Specials Inc.		Andrew Crapuchettes	Contract		EMSI Economic Modeling Specialists Inc.	RP611 - VTEA	07/01/12	06/30/13	The contract period for each college is from July 1, 2012 through June 30, 2013.	Year 2 Exit Clause: Taft College has the option not to participate in year 2. However notice must be given before renewal date and in written form via email or snail mail.	Contract between the KCCCD, on behalf of Bakersfield, Cerro Coso Community and Porterville Colleges, and Economic Modeling LLC. EMSI is an economic analysis firm that is providing the district with access to a website database, Strategic Advantage, which will be utilized throughout the year by college and district office faculty and other staff that provides labor market data critical for use in planning of VTEA funds, program review data for all CTE programs. This database has been utilized for the past three years and is currently in use.	E

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329		Educational Testing Services		Nancy Olsen	California GED Scoring Contract - general testing contract		Educational Testing Services (ETS) - GED Scoring Center	GU001	01/01/10	12/31/10	Contract Period: 01/01/10 through 12/31/10	unknown	General testing contract between the KCCD, on behalf of Bakersfield College, and Educational Testing Service (ETS) or GED test scoring. This contract authorizes Educational Testing Service (ETS) to provide GED Scoring Services to BC as needed. Testing expenses are offset by student testing fees. There is a \$190.00 annual flat fee expense for technical support provided.	E
330		Education Management Solutions, Inc. (EMS)		Sharada Singh	Software Maintenance & Support Agreement		Education Management Solutions, Inc. (EMS)	RP126 21AHC1 Hospital Council	07/01/11	06/30/12	This Agreement shall commence upon the Effective Date and continue until terminated as provided herein. <b>(4) (e) Unless terminated prior thereto pursuant to this Section 4, this Agreement shall automatically extend for successive one (1) year periods following the effective date of this Agreement, not to exceed a maximum Term of five (5) years.</b>	Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other.	Agreement between the KCCD, and Education Management Solutions, Inc. (EMS). This Agreement is supplemental to a license agreement between the District and EMS. It provides for maintenance and support of the software installed for two SimXpress Units for a period of 12 months from the effective date of July 1, 2011. The SimXpress unit is the only completely portable simulation video capture system that includes a fully integrated simulation management platform. EMS was the first provider to introduce an integrated digital audio-video recording system that creates the optimal instruction, feedback and testing environment for medical academia. Following the initial period, support and updates of the software will continue on an annual renewal basis until terminated or cancelled.	E

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331		EduStream™			Agreement - Institutional License Agreement		EduStream™	N/A	04/29/09	2014	<b>This agreement shall commence upon the KCCD/BC's acceptance of the terms and conditions stated herein, and shall continue for five (5) years unless terminated in the manner specified in Section II E.</b>	This agreement may be terminated by either party for any reason upon thirty (30) days written notice as follows: By the KCCD/BC through written notification to SBCCD, Distributed Education and Technology Services, at 441 West 8th Street, San Bernardino, California, 92401. By SBCCD, through written notification to the KCCD/BC at KCCD/BC address. Reasons for termination may include but shall not be limited to breach of any of the terms of this agreement; any unauthorized or commercial or for-profit use by the KCCD/BC or any use which constitutes a violation of law. Each party's responsibilities as pertains to any use of the EduStream product are ongoing and shall survive the termination of this agreement.	Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and San Bernardino Community College District. SBCCD has created a web service and web-access portal and related technology (EduStream) for the purpose of linking faculty and students to digital media, streaming video, and other educational materials for research and distance education purposes. This agreement allows BC access to the EduStream product.	N/A
332		EduStream™			Agreement - Institutional License Agreement		EduStream™	N/A	10/07/09	10/07/14	<b>This agreement shall commence upon the KCCD/BC's acceptance of the terms and conditions stated herein, and shall continue for five (5) years unless terminated in the manner specified in Section II E.</b>	This agreement may be terminated by either party for any reason upon thirty (30) days written notice as follows: By the KCCD through written notification to SBCCD, Distributed Education and Technology Services, at 441 West 8th Street, San Bernardino, California, 92401. By SBCCD, through written notification to David Palinsky at the following address: 2100 Chester Ave, Bakersfield, CA 93301. Reasons for termination may include but shall not be limited to breach of any of the terms of this agreement; any unauthorized or commercial or for-profit use by KCCD or any use which constitutes a violation of law. Each party's responsibilities as pertains to any use of the EduStream product are ongoing and shall survive the termination of this agreement.	Agreement between the <b>KCCD</b> and San Bernardino Community College District. SBCCD operates EduStream.org, a cost-effective, user friendly, centralized resource for providing participating institutions with video-on-demand capabilities. KCCD will use EduStream to capture, store and stream live and archived video of KCCD's Board meetings.	N/A

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333		eKTRON	EKTRON	Erin English	Agreement - Maintenance #800400000XFJL		eKTRON	GU001	07/01/11	06/30/12	unknown	The maintenance agreement can be cancelled at any time in writing by e-mail, fax or letter. In case of cancellation, Ektron will not prorate or issue any refunds for any unused time on this agreement.	<b>Renewal</b> Maintenance Agreement between the KCCD and Ektron. Ektron CMS400.NET is the web content management system KCCD has implemented that allows users and non-technical college personnel to easily add, author and update Web content. The system enforces college and district web content standards and Section 508 ADA compliance. This Maintenance Agreement provides KCCD with enhancements and upgrades of the software and customer support.	E
334	El Camino Community College District			Rocky Bonura	Subgrant Agreement - Alternative and Renewable Fuel and Vehicle Technology - ETR		El Camino Community College District	CE005 - Employment Training Panel	04/17/12	02/28/13	The term of this Agreement will be from April 17, 2012 through February 28, 2013.	Either party may terminate this Agreement any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, Contractor shall immediately cease all work or services hereunder. In the event of termination, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the District shall be entitled to reimbursement for any compensation paid in excess of the service rendered.	Subgrant Agreement between the KCCD and El Camino Community College District. This Agreement between El Camino Community College District and the Kern Community College District provides Alternative and Renewable Fuel and Vehicle Technology training courses to companies using Employment Training Panel (ETP) funds.	R

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335		El Camino Community College District		Rocky Bonura	Agreement - Contract Services		El Camino Community College District	New	05/25/10	06/30/11	The term of this Agreement will be from May 25, 2010, through June 30, 2011.	Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, Contractor shall immediately cease all work or services hereunder. In the event of termination, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the District shall be entitled to reimbursement for any compensation paid in excess of the service rendered.	Agreement between the KCCD and the El Camino Community College District. El Camino Community College District will provide leadership skills and computer skills training for Employment Training Panel participants. The KCCD will provide the administrative functions.	R

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336		El Camino Community College District		Rocky Bonura	Agreement - Contract Services		El Camino Community College District	CE005 Employer Training Panel	06/22/10	06/30/11	The term of this Agreement will be from June 22, 2010, through June 30, 2011.	Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, Contractor shall immediately cease all work or services hereunder. In the event of termination, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the District shall be entitled to reimbursement for any compensation paid in excess of the service rendered.	Agreement between the KCCD and the El Camino Community College District. The KCCD will provide training to companies using Employment Training Panel (ETP) funds. Training will be in leadership skills, Six Sigma and computer skills training. The KCCD will be paid from El Camino's ETP contract.	R

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337		El Camino Community College District		Rocky Bonura	Agreement - Contract for Professional Services		El Camino Community College District	CE005 Employer Training Panel	06/22/10	06/30/11	The term of this Agreement will be from July 19, 2011, through June 30, 2012.	<p>Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, Contractor shall immediately cease all work or services hereunder. In the event of termination, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the District shall be entitled to reimbursement for any compensation paid in excess of the service rendered.</p>	<p>Agreement between the KCCD Workplace Learning Resource Center and El Camino Community College District. The KCCD will be reimbursed by the El Camino Community College District for delivery of training on leadership skills, and alternative fuels for Employment Training Panel (ETP) participants. El Camino Community College District's Employment Training Panel agreement is funded by Assembly Bill 118 (AB118) AB118 (Nunez Statutes of 2007, Chapter 750) directs the California Energy Commission to develop and implement the Alternative and Renewable Fuel and Vehicle Technology Program (Health &amp; Safety Code, Section 44270 et seq). KCCD's Workplace Learning Resource Center will be providing training to local fleet services, alternative fuel production facilities, and emergency first responders (City and County Fire Department).</p>	R

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338		Elsevier Inc.		Tom Wilhelm	Nurse Squared License Agreement		Elsevier Inc.	RP611 (1/2 VTEA) RP114 (1/2 Capacity Building)	08/16/10	08/15/15	August 16, 2010 to August 15, 2015. Initial term of twenty-four (24) months after which the agreement will renew automatically for successive twelve (12) month terms up to a maximum of three years.	<p>Termination for Cause: Each Party may terminate this Agreement for cause in the event the other Party materially breaches any term or condition of this Agreement, provided such breach is not cured by the breaching Party within thirty (30) calendar days following the non-breaching Party's notice to the breaching Party of such breach.</p> <p>Termination for Nonpayment. In the event Customer fails to pay all amounts due Elsevier in accordance with the terms of this Agreement, Elsevier may terminate this Agreement upon ten (10) days written notice to Customer. Termination Due to Insolvency. In the event either Party to this Agreement becomes or is declared insolvent, becomes subject to a voluntary or involuntary bankruptcy or similar proceeding, or makes an assignment for the benefit of all or substantially all of its creditors, then in such event the other Party to this Agreement may terminate this agreement by giving written notice thereof to such Party which notice shall specify the date of termination.</p> <p>Termination for Convenience. Customer any terminate this Agreement at any time without cause upon sixty (60) days prior written notice to Elsevier. In the event of such termination, Customer shall not be entitled to any refund of fees or other amounts paid to Elsevier under this Agreement prior to the date of termination and Customer shall remain</p>	<p>New agreement between the KCCD, on the behalf of <b>Bakersfield College</b>, and Elsevier Inc. This is a License Agreement for use of internet based electronic medical record documentation software. The agreement provides student access codes for the use of internet based electronic medical record software. Nurse Squared is hospital-like software software, developed for the educational environment and allows nursing students to document electronically which prepares them for entry into the workforce.</p>	E



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339		Elsevier Inc.		Tim Wilhelm	Nursesquared® License Agreement		Elsevier Inc.	GU001-512HCS-123010-5650 Software Licensing/Maintenance	010/01/11	12/31/12	The term of this Agreement shall commence on the Effective Date identified in the Cover Sheet and continue until the end of the Initial Term identified on the Cover Sheet, unless this Agreement is terminated earlier pursuant to this Article. This Agreement will be automatically renewed for successive terms of twelve (12) months each (a "Renewal Term"), subject to appropriate adjustment to the Yearly Licensing Fee, unless either Party gives notice to the other no later than sixty (60) days prior to the end of the Initial Term or then current Renewal Term that it does not intend to renew. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term" of this Agreement.	(9.2.1) Termination for Cause. Each Party may terminate this Agreement for cause in the event the other Party materially breaches any term or condition of this Agreement, provided such breach is not cured by the breaching Party within thirty (30) calendar days following the non-breaching Party's notice to the breaching Party of such breach. (9.2.2) Termination for Nonpayment. In the vent Customer fails to pay all amounts due Elsevier in accordance with the terms of this Agreement, Elsevier may terminate this Agreement upon ten (10) days written notice to Customer.	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and Elsevier Inc., owner of Nursesquared® software. The License Agreement provides for student's use of Nursesquared® internet-based, electronic medical record software. Students will be responsible for purchasing access codes. Nursesquared® is hospital-like software, developed for the educational environment and allows nursing students to document electronically, which prepares students for entry into the workforce. (9.2.3) Termination Due to Insolvency. In the event either Party to this Agreement becomes or is declared insolvent, becomes subject to a voluntary or involuntary bankruptcy or similar proceeding, or makes an assignment for the benefit of all or substantially all of its creditors, then in such event the other Party to this Agreement may terminate this Agreement by giving written notice thereof to such Party which notice shall specify the date of termination. (9.2.4) Termination for Convenience. Customer may terminate its Agreement at any time without cause upon sixty (60) days prior written notice to Elsevier. In the event of such termination, Customer shall not be entitled to any refund of fees or other amounts paid to Elsevier under this Agreement prior to the date of termination and Customer shall remain responsible for the payment of all fees or other amounts due and payable to Elsevier through the effective date of the termination of this Agreement.	E

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340		EMC Global Services			Agreement - Professional Services		EMC Corporation	GU001	08/01/08	07/31/11	CCPM for a Product(s) shall be for the period as outlined in an applicable Maintenance quote.	<p>Either party may terminate CCPM for a product(s) for its convenience upon sixty (60) days' prior written notice. After termination for convenience, EMC shall grant Customer a pro-rated credit, reflecting the unused portion of any pre-paid CCPM amounts, as described in sub-section 8.4. Either party may terminate CCPM for a Product(s) due to a failure of the other party to comply with the terms of this agreement, provided that the terminating party has given thirty (30) days' written notice specifying the failure and the other party has not remedied such failure within such time. In the event Customer terminates CCPM for any Product(s) affected by such a failure by EMC, EMC shall grant Customer a pro-rated credit for any pre-paid amounts, as described in sub-section 8.4. If EMC terminates CCPM for any Product(s) affected by such a failure by Customer, such termination shall be without further liability for EMC and without any obligation to refund any fees already paid thereof. (see agreement for more information on termination).</p>	Maintenance agreement between KCCD and EMC Corporation. This maintenance agreement provides onsite support for mission critical EMC disk storage infrastructure where all Banner and employee email data is stored. This 3 year agreement provides a savings of 16% compared to EMC's standard 1 year maintenance prices.	E

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341		Employers' Training Resource - BC	EMPTRA	Verna Lewis	Agreement - Contractual Services # PPCSA-12		Employers' Training Resource - BC	N/A	07/01/12	06/30/13	This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date herein specified unless sooner terminated as provided for herein.	Employers' Training Resource may, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either County or Consultant, Consultant shall submit to the responsible County Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Consultant for all satisfactory services rendered by Consultant prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.	<b>RENEWAL</b> - the Personal/Professional and Contractual Services Agreement (PPCSA)/Individual Training Account Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and Employment Training Resources (ETR). This agreement allows the County to reimburse BC for program costs incurred by students referred to the institution by ETR, July 1, 2012, to June 30, 2013.	R

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342		Employers' Training Resource - CC	EMPTRA	Verne Lewis	Agreement - PPCSA Training Agreement # PPCSA-11		Employers' Training Resource - CC	N/A	07/01/11	06/30/12	This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date herein specified unless sooner terminated as provided for herein.	Employers' Training Resource may, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either County or Consultant, Consultant shall submit to the responsible County Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Consultant for all satisfactory services rendered by Consultant prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.	<b>RENEWAL</b> - the Personal/Professional and Contractual Services Agreement (PPCSA) between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and Employment Training Resources (ETR). CCCC will provide approved educational programs such as A+ (Computer Systems Install & Repair), Administrative Medical Assistant, and many other courses to students referred to the College. CCCC will also provide counseling services and verification of student participation. The County of Kern will reimburse CCCC for costs incurred by those students referred to the institution by ETR.	R

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343		Employment Training Panel (ETP)		Ada F. Carrillo 916-327-5246	Agreement - Training Panel Agreement #ET07-0242		Employment Training Panel (ETP)		12/31/06	12/30/08	The term is December 31, 2006 through December 30, 2008.	ETP may terminate for cause with at least 30 days written notice to the Contractor; except, if ETP has evidence of fraud, it may terminate immediately. The Contractor may terminate at will upon written notice to ETP. Contractor's notice of termination shall be delivered in person or by deposit in the US mail, addressed to the ETP signatory of this agreement and shall be deemed to have been given at the time of personal delivery or on the date of deposit in the US mail as evidenced by the postmark date of the notice.	Agreement entered into by Employment Training Panel and KCCD, Bakersfield College. The parties intend to utilize public funding to assist the Contractor in conducting a job training project for eligible trainees in accordance with the Training Plan, Exhibit A; Curriculum, Exhibit B; and, Subcontracts, Exhibit C.	
344		Employment Training Panel (ETP)		Brian McMahon	Agreement #ET11-0192		Employment Training Panel (ETP)	CE005 Employment Training Panel	04/04/11	04/03/13	This Agreement is for the reimbursement of training costs by the Panel pursuant to its authority at Unemployment Insurance Code Section 10200 et seq. The term is from April 4, 2011 to April 3, 2013.	(5.12) Termination without Cause: Either party may terminate this Agreement without cause by serving written Notice at least 30 calendar days in advance. (5.13) Termination with Cause: ETP may terminate this Agreement immediately, without serving advance Notice, if it determines at its sole discretion that Contractor or its agent has engaged in fraud, misrepresentation or other egregious conduct in connection with this Agreement, or has violated any law pertinent in the course of meeting its obligations under this Agreement. In the alternative, ETP may terminate this Agreement for a defect in performance or related problem by serving written Notice at least 30 calendar days in advance, and giving Contractor at least that time period as an opportunity to cure the defect or problem, as determined in its sole discretion.	Agreement for Services between the KCCD and Employment Training Panel. The KCCD will be reimbursed by the Employment Training Panel for delivery of training to eligible employers, which meets specifications as set forth in the ETP agreement ET11-0192. This is a performance-based contract which specifies reimbursement based on the type of training provided, the number of employment for a minimum of 90 days.	R

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345		EPOS		Michael A. Lawler	Agreement - and Amendment to E-Payment Technology Service Provider Agreement		EPOS Corporation		12/31/05	12/31/08	<p>For the convenience of the Parties, this Agreement shall be in effect from the effective date through December 31, 2005, and three (3) full years (the "Initial Term") thereafter. <b>This Agreement shall then automatically be renewed for successive periods of one (1) year ("Successive Term") on January 1 of each anniversary</b> hereof unless EPOS or Customer notifies the other in writing at least ninety (90) days prior to the expiration date of the Initial or Successive Term of its intention not to renew this Agreement.</p>	<p>This Agreement shall terminate at the end of the Term in the event that either Party notifies the other Party per Section 6, Term, that it does not wish to extend the Agreement or at any time that the Parties mutually agree, in writing, to terminate the Agreement. If either Party shall breach the terms and conditions of this Agreement, that Party shall be notified in writing by the other Party and shall have thirty (30) business days after receipt of notice to take action to correct the breach. Failure of the Party in violation to take action to correct the breach within said thirty (30) business days shall result, at the discretion of the other Party, in termination of this Agreement at the expiration of the thirty (30) day period. Termination for (a) commission of felony, fraud, or other such illegal acts; (b) attempted assignment of this Agreement without prior written consent of the other Party; or (c) bankruptcy or execution of a general assignment for the benefit of creditors or appointment of a receiver or trustee to take possession of the other Party's assets shall be effective immediately upon notice thereof. To the extent that the provisions of this Agreement pertain to confidentiality, trade secrets, taxes, and/or payment, same shall survive termination and both Parties agree to be bound thereby beyond termination.</p>	<p>Technology Service Provider Agreement between EPOS Corporation and KCCD. <b>AMENDMENT</b> between KCCD and EPOS Corporation. This amendment adds additional technology services, which includes face-to-face point of sale payment transactions with credit card via SCT Banner and client/customer level web based reporting showing detail on card activity.</p>	N/A

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346		Equitrac Corporation		Norman Ng	statement of work		Equitrac Corporation	GU001	08/09/10	09/30/10	8/9/10 - 9/30/10		Statement of Work between the KCCD, on behalf of Cerro Coso Community College, and Equitrac corporation. Equitrac will provide installation services to upgrade CC's Equitrac Pay-for-Print software from version 2.5, which is no longer supported by Equitrac, to version 4.	E

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347		ESRI Inc	ESRI	Maria Saltean, 888-377-4575, 3903	Agreement - Maintenance Quote/Annual Fee - Quotation #25401280		ESRI Inc.	GU001-211f0- 5650-678020	02/12/10	02/11/11	This License Agreement is effective upon acceptance.	<p>This license agreement and any licenses granted hereunder shall continue until (i) such time that Licensee elects in writing to discontinue use of Software, Data, Web services, or Documentation and terminates the license; (ii) expiration of a Term License; or (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all Software, Data, and Documentation and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to ESRI or its authorized distributor.</p>	<p><b>RENEWAL</b> maintenance quote between KCCD, on behalf of Bakersfield College, and (ESRI) Environmental Systems Research Institute. This renewal quote is for the maintenance and support of the ArcGIS software and training program. The annual fee allows BC to teach ArcView which is the key component of Computer Studies offerings, servicing over 65 students at the BC campus and the Delano campus each semester in design and building applications that interface with or utilize the server Software. It includes a support services hotline, product maintenance, notification of product updates, the updates themselves, and discounts on new products within the current license agreement.</p>	E



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348	Ethics Point, Inc.		ETHPOI	David Childers	Agreement - Services		EthicsPoint, Inc. Services Agreement	GU001	06/23/08	06/23/09	One year from commencement date. The initial term of this agreement begins on the commencement date and continues for the period stated at the top of this agreement (the "Initial Term"). <b>This agreement will renew annually for successive one (1) year terms (each a "Renewal Term") unless either Party gives written notice to the other Party, not less than sixty (60) days prior to the expiration of the Term, that it chooses not to renew this Agreement.</b> "Term," as used in this Agreement, shall include the Initial Term and any subsequent renewal Term.	In the event of a material breach of this Agreement by either Party that is not cured within thirty (30) days after written notice, in accordance with the terms of this Agreement with said notice describing the nature of the breach, the non-breaching Party may terminate this Agreement. In the event of a breach of Section 3 or Section 12 hereof, KCCD or EthicsPoint, as the case may be, may terminate the Services upon ten (10) days' written notice to the breaching Party. Either Party may immediately terminate this Agreement in the event that: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors, (b) the other Party admits in writing the inability to pay debts as they mature, (c) a trustee or receiver is appointed by any court with respect to the other Party or any substantial part of the other Party's asset, or (d) an action is taken by or against the other Party under any bankruptcy or insolvency laws or laws relating to the relief of debtors..	New Agreement between KCCD and EthicsPoint, Inc. EthicsPoint will provide services to implement a fraud, abuse and waste reporting system.	E
349		ETUDES - C.C.		Vivian Sinou	Agreement - Web Hosting and Software License		ETUDES - C.C.			05/31/04	The CVC4 program is expected to terminate as of May 31, 2004.	A party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.	Software license agreement between <b>KCCD</b> , and the <b>Foothill DeAnza Community College District</b> . The ACVC4 is a program of the Chancellor of the Calif Comm Coll which seeks to assist faculty, administration and staff within a defined region in the development of online courses and programs. The CVC4 program is expected to terminate as of May 31, 2004.	

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350		ETUDES 2 - KCCD		Vivian Sinou	Agreement - Memorandum of Understanding - Leading to the ETUDES2 LMS Alliance Agreement		ETUDES2 LMS Alliance MOU		02/11/03		This MOU shall be in effect on the date it is first signed by Foothill and one other signatory academic institution, and shall expire of its own force one thousand eight hundred and twenty four days hereafter, unless earlier terminated as provided herein. Upon termination, the party's license to use ETUDES2 shall also terminate.	Any party other than Foothill can terminate its participation in the program contemplated hereunder at any time for any reason on six (6) months written notice. Upon such termination the party's license to use ETUDES2.NET program or any version thereof shall also terminate. Foothill reserves the right to terminate this agreement as to one or more (or all) signatories on any or all of the following conditions: (a) Insufficient signatories/user to warrant the cost of proceeding. (b) Failure after written notice to pay required fees. (c) Misuse or unauthorized use of ETUDES2.NET or other version of the program; or any other reason constituting good cause.	MOU with Foothill Deanza Comm College District regarding: Etudes2.Net, to lead participants of the MOU in the development, piloting and implementation of a new Learning Management System (LMS), titled ETUDES2.NET, for Distance Education Courses.	E
351		ETUDES 2 - KCCD		Vivian Sinou	Appendum to Etudes Alliance MOU Agreement		ETUDES2 LMS Alliance MOU		07/26/04		Effective January 21, 2004, the following portion of the MOU signed by the district has been changed to reflect the shift away from .NET and a solo engineering effort.	unknown	<b>APPENDUM</b> to Etudes Alliance MOU Agreement. <b>ORIGINAL TEXT:</b> Whereas, Foothill will rewrite Etudes using .NET technology which will result in a new product to be as Etudes2 that will support IMS systems interoperability standards and will be designed to meet the needs of faculty and learning for the students of the 21st century, and is willing under appropriate circumstances to share it with other academic institutions; and, <b>CHANGED TEXT:</b> Whereas, Foothill will support the development of Etudes.NG, a course management system (CMS) that will be based on the Sakai open source CMS, an effort supported by the wider open source higher education community, using Java technologies. Etudes.NG will support OKI and IMS systems interoperability standards and will be designed to meet the needs of faculty and learning for the students of the 21st century. Foothill College is willing under appropriate circumstances to share it with other academic institutions; and,.	

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352		ETUDES the Next Generation B.C		Vivie Sinou	Agreement - Membership Renewal		Foothill College ETUDES-NG	GU001	07/01/08	06/30/09	This agreement may be renewed with written request, any time prior to the completion of the completion of the 1 year period. The renewal term associated with the annual hosting, system administration, site and account management, and support costs is 7/1/2008 - 6/30/2009 (fiscal year for services to be provided to Client). <b>ETUDES will automatically renew the annual term in the month prior to the end of the term and will provide uninterrupted services - unless the Client institution indicates a change in writing 30 days prior to this date.</b>	This agreement may be terminated by the ETUDES Project at any time upon thirty (30) days written notice to Consortium Member. Financial obligations to the ETUDES Project will be settled on a pro-rated basis with any excess prepayment returned to Consortium Member.	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b> with Foothill College, ETUDES Consortium. This membership with the ETUDES ALLIANCE allows uninterrupted use of ETUDES-NG, a course management system (CMS) utilized by a significant number of BC's Online classes, for 2007-08. ETUDES Project will automatically renew the annual term the month prior to the end of the term - unless the Client institution indicates a change in writing prior to this date. <b>AMENDMENT</b> - Original text: Checks will be made payable to "Foothill College" and sent to the Administrator Vivie Sinou. Changed Text: Checks will be made payable to "Etudes Inc." and sent to the Vivie Sinou.	E

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353		ETUDES the Next Generation B.C.		Vivie Sinou 650-949-7109	Agreement - Membership & Statement of Work for Services		ETUDES	GU001	07/01/09	06/30/10	The renewal term associated with the annual hosting, system administration, site and account management, and support costs is 7/1/2010 - 12/31/2010 (period for services to be provided to Client).	Automatic Termination -- Shall terminate automatically on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of ETUDES business, death of key ETUDES staff. (2) Termination by Client - should ETUDES fail to meet its obligations to provide the agreed services as per this SOW, the client may terminate this SOW upon thirty (30) days written notice. Financial obligations to ETUDES will be settled on a pro-rated basis with any excess prepayment returned to Client. Member. Services purchased will be terminated immediately. (3) Termination by ETUDES for Failure to make Agreed-Upon Payments - Should Client fail to pay ETUDES by the late due date (90 days after the start of the academic year), ETUDES shall terminate this SOW and remove the client's access to the ETUDES system.	<b>RENEWAL</b> Membership Agreement and Statement of Work for Services between the KCCCD, on behalf of <b>Bakersfield College</b> , and ETUDES, Inc. The membership agreement with the ETUDES ALLIANCE allows uninterrupted use of ETUDES-NG, a Course Management System (CMS) for Online classes, for Fall 2010. Fee includes credit for FY2009-2010. Fall 2010 is the last semester that ETUDES will be used as a CMS; BC Online classes will migrate to MOODLE Spring 2011.	E
354		EUREKA		L.V. Gomez	Agency/User License Contract Agreement ( <b>See Amendment below</b> )		EUREKA	RP302 Matriculation	07/01/10	06/30/11	7/01/10 - 6/30/11	unknown	A contract amendment between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and EUREKA. This addendum will extend the agency/user site license agreement through June 30, 2011 for CCCC. Eureka is the California Career Information System used by the Counseling Office/Transfer Center for student career assessment.	E
355		EUREKA		L.V. Gomez	Agency/User License Contract Agreement ( <b>Amendment</b> )		EUREKA	RP302 Matriculation	07/01/11	06/30/12	7/01/11 - 6/30/12	unknown	An Agency/User Site License Contract Amendment between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and EUREKA. This addendum serves to extend the existing Agency/User Site License Agreement through June 30, 2012. Eureka is the California Career Information System used by the Counseling Office/Transfer Center for student career assessment.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
356		Eureka California Career Information System	EUREKA	unknown	Agreement - Agency/User Site License Agreement - Renewal		The California Career Information System, EUREKA	RP611-210VTV-5650-602010-DEP337	07/01/09	06/30/14	(A) This agreement shall be effective from July 1, 2009 through June 30, 2014, unless otherwise terminated at an earlier date. Performance by either party of this agreement is subject to force majeure, and is further contingent upon strikes, accidents, weather conditions, inability to secure labor, major disaster, Agency computer operability, communications operation or other delays beyond the control of the parties. (B) This agreement represents the entire agreement between the parties and no representation made by either party not incorporated herein are of any force and effect.	(A) This agreement shall continue in force and govern all transactions between the parties hereto until the end of the term specified in Article VI or any renewal thereof unless terminated earlier. (B) It is agreed that either party shall have the right for just cause to terminate this agreement at any time upon thirty (30) days written notice by Registered Mail to the other party. If a party terminates this agreement for good cause and if the other party has not reached the agreement, then the payment provided for in Section V shall be rebated or reduced, as appropriate. (C) If EUREKA terminates this agreement because of a breach of any agreement obligation by Agency, EUREKA is entitled to retain or recover the full amount of the payment provided for in Section V, and may, in addition, bring suit to recover any other damage caused by the breach. (D) If Agency terminated this agreement because of a breach of any agreement obligation by EUREKA, Agency is entitled to bring suit to recover damages caused by the breach. (E) In the event of the termination of agreement by either party for just cause, rights of the Agency hereinunder shall terminate, and the Agency shall immediately thereafter cease to use, directly or indirectly, all EUREKA materials or system techniques which may have come into Agency's possession or knowledge as a result of this agreement. (F) Upon expiration or	<b>RENEWAL</b> - Agency/User Site License agreement between the KCCD, on behalf of Bakersfield College, and the California Career Information Systems, EUREKA. Eureka software is housed in the Career Center at BC and is used by the students to research careers and jobs in their area of interest. Eureka's user-friendly assessments provide students with a list of occupations, appropriate to their personality, skills and occupational interests.	E

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357		Everblue Energy Inc.		Jonathan Boggiano	Contract for Services Contract 2009 ARRA ETR (Education Provider for LEED, BPI and Solar Training)		Everblue Energy Inc.	RP230 Employer's Training Resource	04/01/11	03/31/12	This agreement will commence as of the date first above written and will continue in effect for a period of one (1) year. This Agreement will automatically renew for additional periods of one (1) year each unless either party provides the other party with written notice of such party's election not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term. College will be automatically invoiced for annual renewal fee thirty (30) days prior to expiration date of this agreement.	Upon the expiration or termination of this Agreement for any reason, College agrees that it shall not, for a period one (1) year from the effective date of expiration or termination, directly or indirectly offer or provide BPI training or any other courses offered by Company during the term of this Agreement.	Modified contract for services between the KCCD Clean Energy Center and the Everblue Energy Inc. Contract to provide the District's Clean Energy Center with curriculum for Energy Auditors / Building Analysts. The Clean Energy Center will utilize the curriculum to provide workers with the knowledge they need to become certified by the Building Performance Institute as Building Analysts. A previous contract, executed between the parties on July 14, 2011, will be mutually rescinded.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
358		Everblue Energy Inc.		Jonathan Boggiano	Contract for Services Contract <b>2009 ARRA ETR</b> <b>(Education</b> <b>Provider for BPI</b> <b>Training)</b>		Everblue Energy Inc.	RP230 Employer's Training Resource	04/01/11	03/31/12	This agreement will commence as of the date first above written and will continue in effect for a period of one (1) year. This Agreement will automatically renew for additional periods of one (1) year each unless either party provides the other party with written notice of such party's election not to renew this Agreement at least sixty (60) days prior to the expiration of the then current term. College will be automatically invoiced for annual renewal fee thirty (30) days prior to expiration date of this agreement.	Notwithstanding the foregoing, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party, provided the effective date of termination does not occur within sixty (60) days of the start of a scheduled course or during the time period when a course is being conducted.	Modified contract for services between the KCCD Clean Energy Center and the Everblue Energy Inc. Contract to provide the District's Clean Energy Center with training for Energy Auditors / Building Analysts, providing workers with the knowledge they need to become certified by the Building Performance Institute as Building Analysts. Everblue Energy Inc. will provide classroom and field training as well as written and field assessment. A previous contract, executed between the parties on July 14, 2011, will be mutually rescinded.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
359		Evisions	EVISIO	Penny Dobbs	Agreement - <b>Software License</b>		Evisions, Inc.	GU001	06/20/07	06/20/11	This <b>perpetual</b> Operating License shall become effective as of the date noted on Order Form Addendum A. Access to upgrades will be available upon Licensee's timely payment of all applicable annual maintenance upgrade fees.	Either party may, in addition to other relief, terminate this Agreement or any license granted hereunder if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination of this Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations to safeguard and respect Confidential & Proprietary Information under Section 8 ("Confidential & Proprietary Information"), rights or obligations under Section 9 ("Warranties"), or Section 10 ("Limitation of remedies & Liabilities").	<b>Software license agreement</b> between KCCD and Evisions. KCCD is licensing Evision's enterprise FormFusion and IntellectCheck modules which will more securely integrate with Banner to create drastically improved graphical layout and design for documents such as checks, purchase orders, student bills, 1098Ts and W-2's.	E



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
360		Evisions	EVSIO	Penny Dobbs	Agreement - Software Maintenance Upgrades/Support		Evisions, Inc.	GU001	07/01/11	06/30/16	The term of this Agreement with respect to each Covered Software ("Term") shall commence on the date noted in Exhibit B or delivery of Covered Software, whichever comes first, and shall continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein. The Term for each Covered Software may be modified by mutual consent and prorated accordingly, but the Term shall be for a continuous 12 month period. The Term for each Covered Software shall be automatically renewed for four (4) successive periods unless Client notifies Contractor at least thirty (30) calendar days prior to the expiration of the Term (or renewal Term, as the case may be) that the Term shall not be renewed.	This Agreement may be terminated earlier on account of either party's default which remains uncorrected after following the procedures set forth in Section 8 ("Default"). Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights") and prior Software License Agreements.	Software maintenance upgrades and support agreement between KCCD and Evisions. KCCD is licensing Evision's enterprise FormFusion and IntelCheck modules which will more securely integrate with Banner to create drastically improved graphical layout and design for documents such as checks, purchase orders, student bills, 1098Ts and W-2's. This agreement covers annual upgrade and support for these products.	E

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361		Extreme Entrepreneurship		Sheena Lindahl	Agreement - Engagement		Extreme Entrepreneurship Education, LLC.	RP143 - YEP	09/01/11	06/30/12	<p>(A) Company may terminate this Agreement upon the occurrence of any of the following events: (i) material breach of this Agreement by Client and failure to cure within thirty (30) days of receiving written notice of such breach from Company; (i) Client failure to meet mutually agreed to performance requirements upon written notice by Company and thirty (30) days to cure; or (iii) termination necessary to prevent harm to Company's reputation, goodwill or infringement of its intellectual property or other proprietary rights, upon fifteen (15) days written notice from Company. (B) If not satisfied with the services, Client may terminate this Agreement within ninety (90) days of the effective date above and receive a full refund of their payment. (E) Upon termination or expiration of agreement, Client agrees to promptly either delete any copies or return all of Company's headquarters, and to make any payments owing to Company to date. Client furthermore agrees to cease all activities that use Company Materials, Company Marks, or Company proprietary information promptly upon termination or expiration of the Agreement.</p> <p>This Agreement shall take effect as the Effective Date listed above and shall continue for one year, unless terminated in accordance with the terms listed in Section 3.</p>	<p>Agreement between the KCCD, on behalf of <b>Porterville College</b>, and Extreme Entrepreneurship Education, LLC. The District wishes to engage Extreme Entrepreneurship Education, LLC. to deliver ten (10) virtual keynote presentations over the course of one year. PC has opted to take part in the following track: Create Your Own Job: Entrepreneurship Exploration. This track will run from 3:45-5:154pm EST the third Wednesday of the month in each month from September 2011 to June 2012, except November and December when the virtual keynote will be broadcast on the second Wednesday of the month. Students will be encouraged to pursue entrepreneurship as a valid career path. Local high school students and community members will be invited to attend viewings.</p>	E	

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362		Extreme Entrepreneurship		Sheena Lindahl	Agreement - Engagement		Extreme Entrepreneurship Education, LLC.	RP143 - Youth Entrepreneurship Education, LLC (YEP)	11/30/11	11/30/11	November 30, 2011	(A) Company may terminate this Agreement upon the occurrence of any of the following events: (i) material breach of this Agreement by Client and failure to cure within thirty (30) days of receiving written notice of such breach from Company; (i) Client failure to meet mutually agreed to performance requirements upon written notice by Company and thirty (30) days to cure; or (iii) termination necessary to prevent harm to Company's reputation, goodwill or infringement of its intellectual property or other proprietary rights, upon fifteen (15) days written notice from Company. (B) In addition to the foregoing either party may terminate this Agreement immediately upon the admission by the other of its insolvency or bankruptcy, or its inability to pay its debts as they mature, or its making of an assignment for the benefit of creditors, or its application for the appointment of a trustee or receiver for it, or for any part of its property, or the institution by or against the other party of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors which is allowed against it or is consented or is not dismissed, stayed or otherwise nullified within thirty (30) days after the institution thereof. (C) Client may terminate this Agreement by Company and failure to cure within thirty (30) days of receiving written	Agreement between the <b>KCCD</b> and Extreme Entrepreneurship Education, LLC. This Agreement provides for the "Extreme Entrepreneurship Tour" (a one half-day conference) to be brought to the California Virtual Enterprise Trade Fair & Business Plan Competition on November 30, 2011. The "Virtual Speaker Series" is a live or recorded event accessible to students, professors, and administrators on the designated campus. This Series' topic is: "Succeeding as an Entrepreneur: Startup Secrets:. Approximately 1,800o high school students will attend the event at which they will be encouraged to pursue entrepreneurship as a valid career path. Local entrepreneurs, business owners, high school administrators and faculty will be invited to attend and participate. This Agreement also includes a subscription to access the ten virtual keynote presentations over the course of one year.	E

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363		F5 Networks, Inc.		Don Taylor	Agreement - Master Evaluation		F5 Networks, Inc	N/A			Effective upon delivery to 60 days from delivery.	Each Evaluation Schedule will terminate on the date indicated in the Evaluation Schedule. Either party may terminate an Evaluation Schedule or this Agreement at any time without cause upon thirty (30) days written notice to the other party; however, all obligations of confidentiality and the disclaimer and limitations described in Section 6 will survive termination of this Agreement for any reason. Upon termination of an Evaluation Schedule or this Agreement, Customer will promptly return the Product(s) to F5 by suitably secure courier with active tracking (such as Federal Express), or otherwise as requested by F5 in equivalent working condition as when delivered to Customer, excepting reasonable wear and tear.	Master Evaluation Agreement between the KCCD and F5 Networks, Inc. This agreement will allow KCCD to evaluate F5 Networks, Inc. server load balancing products prior to purchasing. The evaluation of these products is related to the Sungard Luminis portal project.	N/A

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364		Facilities Planning/Consulting Services		Eric Mittlestead	Agreement - Consulting Services		Facilities Planning and Consulting Services	GU001	01/01/09	12/31/14	The term of this Agreement begins on January 1, 2009, and ends on December 31, 2014, unless terminated by either party with 30 day notice.	either party with 30 days notice.	Agreement between KCCD and Facilities Planning and Consulting Services. Facilities Planning and Consulting Services various services to assist District staff in the creation of the Five Year Capital Outlay Plan; make recommendations for future projects; compose Initial Project Proposals; work as a subConsultant for District appointed architects to create Final Project Proposals; assist the District in the creation of the Five Year Scheduled Maintenance Plan, Scheduled Maintenance Project Funding Proposals and Hazardous Substance PFP's; enter all required data into the California Community College Chancellors Office FUSION system; conduct training for District personnel and attend District planning meetings as requested by the District; and assist District with any and all other construction compliance requirements of the California State Chancellors Office.	E

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365		Facility Use Agreements		Stephanie Sharp	Facility Use Agreement		Assessment Technology Institute	Restricted Funds VTEA/Perkins	06/04/12	06/06/12	The Live Review will be scheduled on June 4-6, 2012 from 9:00 a.m. to 4:00 p.m.; the classroom must be made available from 8:00 a.m. - 5:00 p.m.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: Assessment Technologies Institute, 7500 W. 160th Street, Stilwell, KS 66062. If to District, notice will be addressed to: KCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield, CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.	Facility Use Agreement between the KCCD, on behalf of Porterville College, and Assessment Technologies Institute (ATI). This is for ATI's rental of District classroom space and presentation equipment for a 3-day live study session to be held at PC covering essential nursing content that aligns with NCLEX-RN test plan. The participants of the comprehensive live student session are graduates of the PC Associate Degree Nursing program.	E

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366		Facility Use Agreements		Rebecca Smith	Facility Use Agreement		Avatar Hotel @ Great America	CE035 - Contract Education	01/10/12; 05/15/112; & 11/6/12	01/12/12; 05/17/12; & 11/8/12	January 10-12, 2012; May 15-17, 2012; and November 6-8, 2012	In the event of cancellation, the Group will be responsible for the following cancellation penalties: From signature of contract to 90 days prior to program dates--25% of event revenue; From 89 days to 30 days prior to program dates--50% of event revenue; From 29 days to 8 days prior to program dates--75% of event revenue; Within 7 days of program dates--90% of event revenue.	Facility Use Agreement between the KCCD and the Avatar Hotel @ Great America. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	E
367		Facility Use Agreements		Jennifer Schwerin	Facility Use Agreement 05019		City of Ridgecrest, Parks, Recreation & Cultural Affairs Department	RP009 CARE	06/13/12	06/13/12	Wednesday, June 13, 2012	unknown	Facilities Use Agreement between KCCD, on behalf of Cerro Coso Community College, and City of Ridgecrest, Parks, Recreation & Cultural Affairs Department. This agreement is for CCC to provide an educational demonstration on pool safety and swimming for the Cooperative Agencies Resources Education (C.A.R.E.) students at the City of Ridgecrest, Parks, Recreation and Cultural Affairs facility Pinney Pool.	E

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368		Facility Use Agreements		Richard Ruiz	Use of School Facilities - # <a href="#">21899</a>		Kern High School District	GU001	06/04/12	07/12/12	06/04/12 - 07/12/12	unknown	Application for the use of facilities at <a href="#">Arvin High School</a> between KCCD, on behalf of Bakersfield College, and Kern High School District. BC will be renting classrooms at Arvin High School in order to offer various instructional courses to the community for the spring 2012 semester. The application is for a total of 3 classrooms to be used Monday - Thursday on a weekly basis. Use of the rooms will begin on 06/04/12 and end on 07/12/12. At this time it is estimated that this will allow BC to offer a total of 3 courses at this location. The total estimated cost for use of facilities is \$3,707 to be paid to Kern High School District by BC.	E
369		Facility Use Agreements		Richard Ruiz	Application for Use of School Facilities - # <a href="#">22301</a> & # <a href="#">22302</a>		Kern High School District	GU001-211AC0-5603-601000	08/20/12	12/12/12	08/20/12 - 12/12/12	unknown	Application for the use of facilities at <a href="#">Arvin High School</a> between KCCD, on behalf of Bakersfield College, and Kern High School District. BC will be renting classrooms at Arvin High School in order to offer various instructional courses to the community for the fall 2012 semester. The application is for a total of 8 classrooms to be used Monday - Thursday on a weekly basis. Use of the rooms will begin on 08/20/12 and end on 12/07/12. At this time it is estimated that this will allow BC to offer a total of 8 courses at this location. The total estimated cost for use of facilities is \$8,527 to be paid to Kern High School District by BC.	E
370		Facility Use Agreements		John Cronen	Application for Use of Facilities - # <a href="#">17277</a> & # <a href="#">17278</a>		Kern High School District	GU001	01/17/12	05/10/12	01/17/12 - 05/10/12	unknown	Application for the use of facilities at <a href="#">Stockdale High School</a> between KCCD, on behalf of Bakersfield College, and Kern High School District. BC will be renting classrooms at Stockdale High School in order to offer various instructional courses to the community for the 2012 spring semester. The application is for a total of 8 classrooms to be used Tuesday, Wednesday and Thursday on a weekly basis. Use of the rooms will begin on 01/17/12 and on 05/10/12. At this time it is estimated that this will allow BC to offer a total of 19 courses at this location. The total estimated cost for use of facilities is \$21,181.50 to be paid to Kern High School District by BC.	E



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371		Facility Use Agreements			Application for Use of Facilities - # 21913		Kern High School District	N/A	05/06/11	05/06/11		unknown	Application for the use of facilities form, between KCCD, on behalf of Cerro Coso College, and Kern High School District. The Associated Students of CCCC at Kern River Valley hold an annual awards ceremony to honor their students for good grades, outstanding citizenship and participation in the community, along with honoring faculty. This will provide the CCCC Kern River Valley students permission to use the Kern Valley High School Fine Arts Building as its venue for its Annual Awards Ceremony.	N/A
372		Facilities Use Agreement		Michael Hall	Contract		Mission College	CE035 Contract Education	11/07/12	11/09/12	November 7-9, 2012	unknown	Facilities Use Agreement between the KCCD and Mission College. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	

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373		Facilities Use Agreement		Perla Fickenscher	Contract		North Orange County Community College	CE035 - Contract Education	09/18/12	06/20/12	September 18-20, 2012	unknown	Facilities Use Agreement between the KCCD and North Orange County Community College. This contract will rent the facility required for California Compliance School to Conduct Hazardous Waste Generator training.	
374		Facility Use Agreements	Brooklynn Simmons		Facility Use Agreement		SpringHill Suites by Marriott	RP005 (EOPS Equal Opportunity Programs & Services)	04/20/12		20-Apr-12	Cancellations prior to Friday March 22, 2012 will incur no cancellation fees; Cancellations on or after Friday March 22, 2012 but prior to April 17, 2012 will incur 50% of total bill as cancellation fee. Cancellations on, or after April 17, 2012 will incur 100% of total bill as cancellation fee.	A Facility Use Agreement between the KCCD, on behalf of Cerro Coso Community College, and the SpringHill Suites by Marriott. This is to rent space to be used for the 31st Annual Special Services Program Awards Ceremony honoring graduating Special Service students for their achievements.	E

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375		Facility Use Agreements			Facility Use Agreement		STARS Theater	BCHI (Bakersfield College Hearing Impaired) Foundation Account F2200.5300	05/01/12		1-May-12	unknown	A Facility Use Agreement between KCCD, on behalf of Bakersfield College, and STARS Theater. Because BC's indoor theater is unavailable, this Agreement will allow the District to rent the STARS Theater as an alternative and cost effective location for students in the American Sign Language Program to perform pieces of literature to members of the school and public.	E
376		Family H.E.L.M.		Sylvia Harral	PC CalWORKs Work Study Off Campus Agreement 201230-001		Family H.E.L.M.	RP212	03/30/12	06/30/12	This Agreement, when executed, shall be in effect as of the date specified above, and shall continue in effect until June 30, 2012 or upon written notification of student ineligibility.		Agreement between the KCCD, on behalf of Porterville College, and Family H.E.L.M. Family H.E.L.M. will provide intern positions for eligible PC students in the CalWORKs program. Potential job skills to be learned are: customer service, answering telephones, computer skills and other office duties as required. There is no cost to the District. Expenses will be covered by Tulare County Health and Human Services Administration/TulareWORKs; agreement number 6174.	E

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377		Field	FARINS	David Villarino	Agreement - Master Agreement for Instructional Services		Farmworker Institute for Education and Leadership Development (FIELD)	GU001	01/01/09	06/30/09	This Agreement shall be effective on the date authorized representatives of both parties sign it and shall continue in effect until June 30, 2009.	This Agreement may be terminated by either party with cause if the other party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This Agreement may be terminated for any reason by either party. The party desiring early termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the needs of currently enrolled students when determining a termination date.	Instructional services agreement between the KCCD, on behalf of Bakersfield College, and the Farmworker Institute for Education and Leadership Development (FIELD). BC & FIELD desire to collaborate to provide non-credit educational and training programs. The courses may include ESL, basic skills programs, vocational programs, and other courses. BC will report FTES and obtain state apportionment for programs/courses offered; FIELD will help fund the cost by providing personnel, services, and facilities subject to partial reimbursement by the College.	R, E

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378		Field	FARINS	David Villarino	Contract - for Services Agreement (See Amendment No 1 below)		Farmworker Institute for Education and Leadership Development (FIELD)	New	01/05/10	06/30/10	This Agreement shall be effective beginning on January 5, 2010 and shall continue until June 30, 2010. All services to be performed by Contractor shall be started March 1, 2010 and completed by June 30, 2010.	unknown	Contract between the KCCD, on behalf of the Workplace Learning Center, and the Farmworker Institute of Education and Leadership Development (FIELD). The KCCD's WLRC will provide training for residential/commercial entry-level Solar Photovoltaic (PV) Installers. This training will provide workers with industry-identified skills and competencies and lead to an industry-recognized certificate of knowledge as an entry-level residential/commercial Solar PV Installers. The proposed training addresses current and projected workforce shortages in the Kern Inyo Mono service area.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
379		Field	FARINS	David Villarino	Contract - for Services Agreement (Amendment)		Farmworker Institute for Education and Leadership Development (FIELD)	CE015/Contract Ed.	01/05/10	06/30/10	This Agreement shall be effective beginning on January 5, 2010 and shall continue until June 30, 2010. All services to be performed by Contractor shall be started March 1, 2010 and completed by June 30, 2010.	unknown	Amendment No. 1 to the contractual agreement between the KCCD, and the Farmworker Institute of Education and Leadership Development (FIELD). The amendment increases the number of training cohorts from three (3) to five (5) and increases the total contract amount from \$34,368 to \$61,762. The Kern Community College's Workplace Learning Resource Center will provide training for residential/commercial entry-level Solar Photovoltaic Learning (PV) Installers. This training will provide workers and industry-identified skills and competencies and lead to an industry-recognized certificate of knowledge as an entry-level residential/commercial Solar PV Installer. The proposed training addresses current and projected workforce shortages in the Kern Inyo Mono service area.	R

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380		Field	FARINS	David Villarino	Contract - for Services Agreement (Amendment) (See Amendment/Exhibit C below)		Farmworker Institute for Education and Leadership Development (FIELD)	CE015/Contract Ed.	03/05/11	06/30/11	This Agreement shall be effective beginning on March 5, 2011 and shall continue until June 30, 2011. All services to be performed by Contractor shall be started April 4, 2011 and completed by June 30, 2011.	unknown	Contract for services between the KCCD Clean Energy Center and the Farmworker Institute for Education and Leadership (FIELD) to provide Solar PV Installer training. The District's Clean Energy Center will provide training for residential/commercial entry-level Solar Photovoltaic (PV) installers. This training will provide workers with industry-identified skills and competencies an lead to an industry-recognized certificate of knowledge as an entry-level residential/commercial Solar PV installer.	R,E

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381		Field	FARINS	David Villarino	Contract - for Services Agreement (Amendment Exhibit C)		Farmworker Institute for Education and Leadership Development (FIELD)	CE015/Contr act Ed.	03/05/11	06/30/11	This Agreement shall be effective beginning on March 5, 2011 and shall continue until June 30, 2011. All services to be performed by Contractor shall be started April 4, 2011 and completed by June 30, 2011.	unknown	Contract for services between the KCCD Clean Energy Center and the Farmworker Institute for Education and Leadership (FIELD) to provide Solar PV Installer training. The District's Clean Energy Center will provide training for residential/commercial entry-level Solar Photovoltaic (PC) installers. This training will provide workers with industry- identified skills and competencies an lead to an industry-recognized certificate of knowledge as an entry-level residential/commercial Solar PV installer.	R,E



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382		Fifteenth (15th) District Ag Assoc (Fair Board)	15DIS	Jeannie Burton	Agreement - Rental Agreement E10-58		15th District Agricultural Assn.	GU001-200PR0-5603-679000	09/20/10	10/01/10	unknown	The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.	Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and the 15th District Agricultural Association, to participate in the Kern County Fair September 24 thru October 1, 2010. Bakersfield College will rent exhibit space to be used for the display of brochures and pamphlets promoting BC. BC staff will provide coverage for the booth and speak with the public regarding services, programs, certificates, and degrees offered by BC. September 20-21 are days authorized as exhibit set up days. The Kern County Fair opens to the public on September 24 and close on October 1, 2010.	E

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383		Fifty-third (53rd) District AG Association Desert Empire Fair			Agreement - Rental		53rd District Agricultural Association	GU001	10/21/10	10/24/10	Set up - October 20, 2010; Event Dates - October 21-24, 2010; Move out - October 25, 2010.	The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall re	<b>RENEWAL</b> rental agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and the 53rd District Agricultural Association to participate in the Desert Empire Fair. Rental of exhibit space will be used for the display of brochures and pamphlets promoting CCCC. Staff will man the both and speak with the public regarding programs and certificates offered by CCCC. CCCC will be giving away promotional items, such as pencils, rulers, etc.	E
384		First 5 Tulare County		Janet Hogan 559-622-8650	Grant - <b>Special project</b>		First 5 Tulare County	RP	05/16/06	06/30/06	The amount of the award is \$3,995.00 and the term is May 16, 2006 through June 30, 2006.	unknown	Special Project Grant from First 5, Tulare County, for \$3,995. The purpose of the grant is to fund live scan for 41 PC child development students.	R
385		First 5 Tulare County		Janet Hogan 559-622-8650	Grant - <b>Mini Grant Agreement for Child Care Centers</b>		First 5 Tulare County	N/A	04/11/09	06/30/10	This agreement shall be deemed in force as of April 11, 2009, and shall remain in effect until June 30, 2010, unless sooner terminated as hereinafter provided.	Commission may at its election, at any time and without cause, terminate this agreement by written notice to Provider. Said termination shall be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. mail, postage prepaid.	Donation, on behalf of Porterville College Child Development Center, from First 5 Tulare County. First 5 Tulare County has awarded \$10,000 to the PC Child Development Center to be used for instructional materials/supplies. First 5 will purchase the materials/supplies and then present to the PC Child Development Center.	R

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386		Foothill-DeAnza Community College District			Agreement for Services		Foothill DeAnza Community College District	New RP	12/02/11	12/31/11	This Agreement shall be in effect from December 2, 2011 through December 31, 2011 as specified in Exhibit "A".	The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.	Agreement for Services between the KCCD and Foothill-DeAnza Community College District (Foothill). This Agreement provides for a one-time sub-grant of \$5,500 from Foothill, the WpLRC Statewide Initiative Hub grantee, to District's WpLRC to modify and run an existing television commercial promoting WpLRC programs and services.	R

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387		Found. Calif. Comm. Colleges - ARCVIEW Site License		Steve Tuck 916-325-0844	ArcView Site License Agreement ESRI		Foundation for California Community Colleges	GU001-2011F0-5650-678020	04/01/12	06/30/13	Site License term is April 1 to March 31. PO and order form are due to FCCC by March 18, 2011.	unknown	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and the Foundation for California Community Colleges. The Foundation for California Community Colleges in conjunction with the Environmental Systems Research Institute offers an unlimited ArcView Site License to California Community Colleges. This site license allows BC to use ESRI software throughout the organization for teaching, research, or administrative purposes. It includes a support services hot line, product maintenance, notification of product updates, updates, and discounts or new products within the current license agreement.	E

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388		Found. Calif. Comm. Colleges - P.C. (TANF CDC Prog)		Hillary Gladden 916-325-8563	Grant Agreement #1012-33		Foundation for California Community Colleges (FCCC) - P.C.	RP314 - CDC- WORKS	07/01/10	06/30/11	The term of this grant shall be for a period of two program years; beginning July 1, 2010 and through June 30, 2011. In order to receive completed reimbursement under this agreement, District shall ensure Participant tracking System Data is current and ensure receipt of Final Monthly Reimbursement Invoice no later than July 15, 2011. The Foundation shall have the sole option to extend the term of this Grant Agreement for up to one (1) additional year, for a maximum total Grant Agreement term of two (2) years. Prior to this extension, the District must submit a work plan and budget to the Foundation no later than April 18, 2011.	Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date) for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Porterville College</b> CalWORKS Program, and the Foundation for California Community Colleges (FCCC). This agreement is for the purposes of providing grant funding, fiscal management and accountability for the Temporary Assistant for Needy Families Child Development Careers Program (TANF-CDC) at PC. The TANF-CDC Program assists students from needy families in enrolling and attending courses to earn Child Development Teaching Certificates. The program works in cooperation with PC and the CalWORKS Program Liaison. This grant provides the eligible students with funding to pay for tuition, books, transportation and automotive repairs. <b>(See Amendment below)</b>	R

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389		Found. Calif. Comm. Colleges - Statewide Ind Lvng Prog		Ed Connolly 916-325-0128			Foundation for California Community Colleges (FCCC)	RP132	07/01/07	06/30/08	The term of this grant shall be for a period of one (1) program year; beginning July 1, 2007 and through June 30, 2008. All performance under this grant shall be completed by June 30, 2008, except that FCCC's Statewide ILP Director must receive the Program Year End Report and Final Monthly Reimbursement Invoice no later than July 15, 2008.	Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date) for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date first shown below and will continue in effect until the Termination Date	<b>RENEWAL</b> agreement between the KCCCD, on behalf of <b>Bakersfield College</b> , and the Foundation for California Community Colleges (FCCC) to provide grant funding, fiscal management, and accountability for the California Department of Social Services (CDSS) Statewide Transitional Independent Living Program (ILP) operated by BC. BC has the responsibility, expertise, and experience to offer Independent Living Program (ILP) educational training to current and emancipated ILP - eligible foster and probation youth, ages sixteen (16) to twenty-one (21) years of age, as well as Foster parents, kinship care providers, group home staff, foster family agency staff, social workers, and other adults, with the majority of training for youth. All ILP youth and adult training will be designed to help foster youth successfully emancipated from the child welfare system. Thing training is offered free of charge to all participants	R

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390		Found. Calif. Comm. Colleges - California Connects Microsoft Certification		Cynthia Park	California Connects Microsoft Certification		Foundation for California Community Colleges	New RP	08/01/10	07/31/13	From August 1, 2010 to July 31, 2013	unknown	Agreement between the KCCD, on behalf of Bakersfield College, and The Foundation for California Community Colleges. The Foundation for California Community Colleges has received a grant award from the U.S. Department of Commerce for the implementation of the California Connects Program. The Foundation has partnered with California MESA programs to provide laptop computers over a three (3) year period to approximately 300 MESA students at BC, who agree to participate in designated community service and engage in Microsoft Training and Certification. The amount of \$8,000, a onetime award, has been issued to BC for the implementation of this program, training and certification.	R

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391		Foundation Calif Comm. Colleges AmeriCorps Local Emergency Readiness Teams (ALERT)		Erin Feryate 916-325-4300	Grant - AmeriCorps Grant # 05--ALERT-05		Foundation Calif Comm. Colleges AmeriCorps Local Emergency Readiness Teams (ALERT)		08/01/05	01/15/08	The term of this grant shall be for a period of two program years, beginning August 1, 2005 and through January 15, 2008. All performance under this grant shall be completed by December 31, 2008, except that FCCC's AmeriCorps Director must receive the Final Report and Final Expenditure Statement no later than January 15, 2008.	unknown	Grant Agreement #05-ALERT-05 between the <b>KCCD</b> and the Foundation for California Comm Colleges (FCCC). To provide opportunities for 40 community college students at BC to serve their communities and prelude to a career in public safety and or the emergency management field. As AmeriCorps Alert members, students will receive training in disaster preparedness and education and in turn provide this education and training focusing on K-12 students, seniors, non-English speaking and persons from underserved communities. Members will serve up to 10 hours per week over the period of 9-12 months.	
392		Franklin University		David R. Decker	Agreement - Educational Alliance		Franklin University	GU001	2009	2013	unknown	unknown	Agreement between KCCD, on behalf of Cerro Coso Community College, and Franklin University. CCCC and Franklin University will enter into a consortium agreement that will provide the participating students with a quality bachelor's degree completion program. Franklin University will compensate Cerro Coso Community College Foundation, to be held in trust, for services to support students in the online program at the rate of 10% of the tuition paid by those students for courses offered through the Community College Alliance.	N/A



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393		Gafcon, Inc.		Pam Gaffen	Master Agreement		Gafcon, Inc.	SRID	07/15/11	07/14/12	<p>The initial term of this contract shall be for one (1) year, from June 30, 2011 to June 30, 2012. Thereafter, the District may exercise three (3) consecutive options to extend the agreement for additional periods of time of up to one year each, which may be exercised at the sole discretion of the District. If the District exercises its option for additional periods, then Consultant agrees to render such services in accordance with this Agreement. The attached rates will remain in effect for the duration of this Agreement including any extensions.</p>	<p>This Agreement may be terminated by either party upon providing the other party with at least ninety (90) days written notice of intent to terminate. Consultant shall continue to provide services until the effective date of any termination, and District shall pay Consultant for services through the effective date of any termination, subject to offsets if Consultant is in material breach of this Agreement, retroactive to the time of breach.</p>	<p>Master Agreement between the KCCD and Gafcon, Inc. Pursuant to the formal RFQ/RFP process and following extensive analysis and negotiation, the District staff recommends the outsourcing of the leadership of its Facilities Planning and Construction Department by the engagement of the Gafcon, Inc. to render Consulting Services as Director, Facilities Planning, Design and Construction Program for the District. Under the terms of the Master Agreement, Gafcon, Inc. has appointed an approved Director of the Department and will provide consulting support to the approved Director and District to direct the operations of the Department including implementing new facilities planning and construction policies, and standardizing practices, procedures, scheduling, reporting, and recommended departmental guidelines. Specific service assignments are overseen and delegated by the Chief Financial Officer through the use and approval of detailed Service Work Authorizations (SWAs). SWAs will serve to identify and document specific scope(s) of work, with expected outcomes and "not to exceed" costs in a manner consistent with maximized quality control.</p>	N/A

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394		Gafcon, Inc.		Robin Duveen	Service Work Authorization SWA #002		Gafcon, Inc.	SRID - MG100	08/08/11	45 days	This Service Work Authorization No. 002 is dated August 8, 2011 and serves as a supplement and integrated assignment of services and related work authorization that is subject to and made a part of all of the terms and conditions of the Master Agreement, for the services of Constructability/Interdisciplinary Coordination Review in connection with the project/job function described below, as required by the KCCD.	unknown	A Service Work authorization for the Constructability/Interdisciplinary Coordination Review services for the Performing Arts Building Modernization Project at Bakersfield College to Gafcon, Inc. Consultant will provide a systematic construction document that will specifically address potential points of conflict between the different disciplines. The review will include review of Civil, Structural, Architectural, Theatre, Landscape, Mechanical, Plumbing, Audio Visual, Fire Protection and Electrical drawings as well as the Specifications. At the conclusion of the review, consultant will provide a detailed report noting the drawing and specification sections where each discrepancy, error, omission, or potential conflict was found.	E
395		Gafcon, Inc.		Pam Gaffen	Work Authorization #03 - Yr. 2 of services		Gafcon, Inc.	SRID - MG100	07/01/12	06/30/12	This Service Work Authorization No. 03 is dated July 1, 2012 and serves as a supplement and integrated assignment of services and related work authorization that is subject to and made a part of all of the terms and conditions of the Master Agreement, for the Consulting Services as Director of Facilities, Planning, Design and Construction Program in connection with the project/job function described below, as required by the KCCD. TERM OF AGREEMENT, for a one-year extension commencing on July 1, 2012 through June 30, 2013.	unknown	Work Authorization #03 to the Master Agreement between the KCCD and Gafcon, Inc. Work Authorization #03 will serve as written notice to Gafcon, Inc. of the District's election to exercise its option to extend the term of the Master Agreement for Consulting Services as Director of Facilities Planning, Design and Construction Program for the 2nd year period commencing July 1, 2012 through June 30, 2013.	E

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396		Gartner	GARTNE	Chris Ricaurte	Agreement - Services		Gartner Inc.	GU001	07/01/11	06/30/12	July 1st, 2011 - June 30th, 2012	This SA for subscription-based research and related services (the "Services" is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.	Agreement between the KCCD and Gartner, Inc. The Gartner Service Agreement provides KCCD with access to Garner's IT industry research and analysis resulting in improved and timelier IT decision making. Gartner is the global leader in providing organizations with actionable insight and in-depth coverage on the latest technologies, vendors, applications, as well as providing insight into emerging trends in the IT industry.	E
397		GED	GEDTES	Lily Roberts 916-445-9438	Annual Contract - GED test center - ID: 3000070130		The American Council on Education and the State of California	GU001	01/01/10	12/31/10	Contract Period: 01-01-2010 to 12-31-2010.	unknown	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and the General Educational Development Testing Service (GED) of the American Council on Education and the State of California.	E

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398		George Washington Univ.		Ronald C. Bonig	Agreement - Academic Software Licensing Agreement		George Washington University	N/A	perpetual	no date of termination	The license granted by this Agreement is <b>perpetual and has no date of termination.</b>	unknown	Agreement between KCCD and the George Washington University (W) for utilization of software (referred to as the GW Abolishes PIDM Problems (GWapp) for solving internal duplications created in the Banner administrative software system. The software license is free, non-exclusive and non-transferable. A multiple PIDM (Person Identification Master) is a single entity (person or non-person) assigned two or more internal identification records in Banner. The duplication of records is caused by data entered in Banner by various user offices at various stages without accurate matching searches. The software will serve as a new process for identifying and resolving multiple PIDMS.	E
399		GET Golden Empire Transit		Steve W	Agreement - Message agreement		Golden Empire Transit	N/A	05/01/08	11/01/08	The term of this Agreement will be for six months, beginning on date of contract signing.	unknown	GET Bus Message agreement between the KCCD, on behalf of Bakersfield College, and Golden Empire Transit for placing advertisements on the exterior of GET buses in Bakersfield. Golden Empire Transit provides mass transportation in the greater Bakersfield area. GET offered to BC the ability to advertise, free-of-charge, on their buses via external vinyl wraps. BC will be wrapping three buses in exchange for advertisements for GET in our Fall 2008 class schedule, our 2008 course catalog and in the football stadium.	N/A

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400		Glinn & Giordano Physical Therapy, Inc.		Judith Anderson	Agreement - Lease		Glinn & Giordano Physical Therapy, Inc	GU001	11/19/10	11/18/15	Initial five (5) year term commencing November 19, 2010 to November 18, 2015. The terms of this agreement may be modified at any time by written mutual agreement between Distract and corporation. The original term of this agreement shall be five (5) years and may be renewed by mutual agreement of the District and the Corporation in additional increments of five years. It is the intent of the district to allow the corporation the use of the facilities for a minimum of 5 years baring a need for expansion to meet growing educational needs.	unknown	trust	R

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401		Global CTI Group	GLOCTI	John Richardson	Agreement - Maintenance Agreement		Global CTI Group	GU001	07/01/10	06/30/13	The initial term of this Agreement will commence on the date product is first shipped to Client and will have a term of July 1, 2010 through June 30th 2013.	Either party may terminate this Agreement with 30 days prior written notice. If the client terminates this agreement on or within 30 days of the yearly (or quarterly in year 3) anniversary date, no refund for the current year will be due to the client. If the client terminates this agreement at greater than 30 days prior to the yearly (quarterly in year 3) anniversary date, refund will be based and prorated based on the amount time left in the current annual (or quarterly in year 3) maintenance period and will not exceed 20% of the yearly (or quarterly in year 3) prepaid maintenance amount.	Statement of Work between KCCD and Global CTI Group, Inc. Global CTI Group will provide onsite support and maintenance services for KCCD's telephone system infrastructure including voicemail, E911 and call accounting systems. This agreement locks KCCD into the same annual price for a period of three years.	E

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402		Golden Empire Gleaners, Inc.		Pam Fiorini; Pam Lindaman - 661-324- 2767	Agreement - Application and General Agreement		Golden Empire Gleaners, Inc.	A2200.6200	N/A	N/A	N/A	(5) The Agency will not sell or offer said food for sale directly or indirectly. Any such sale or offer will terminate forthwith the Agency's right to further participation in the program.	Agreement between the KCCD, on behalf of Bakersfield College Student Government Association (SGA) The Renegade Pantry, and the Golden Empire Gleaners, Inc. (GEG).	E

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403		Google Inc.		David Girouard	Agreement - Google Apps Education Agreement		Google, Inc.	N/A	July 2009	2013	Four years beginning with service commencement date. End User Accounts requested after the Service Commencement Date will have a prorated term ending four years from the Service Commencement Date.	(11.1) Termination for Breach. Either party may suspend performance or terminate this agreement if (i) the other party is in material breach of the agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings that the proceedings are not dismissed within ninety days; or (iii) the other party is in materials breach of this agreement more than two times notwithstanding any cure of such breaches. (11.2) Effects of Termination. If this agreement terminates, then: (i) the rights granted by one party to the other will cease immediately; (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Service, (iii) after a commercially reasonable period of time, Google will delete Customer Data pursuant to the Customer Privacy Notice; and (iv) upon request each party will promptly return or destroy all other Confidential Information of the other party. (11.3) Other Termination. After the initial term for the Services, either party may terminate this agreement for convenience upon nine months prior written notice to the other. Additionally, Google may terminate this agreement if it reasonably determines that it is commercially impracticable to continue	Agreement between the KCCD and Google, Inc. Google is currently offering schools, at no cost, a hosted solution for email, calendar, and other collaboration tools through the Google Apps Education Edition, their integrated communication and collaboration solution. The service includes Gmail, Google Calendar, Google Talk, Google Sites, and Google Docs and Google Video. KCCD is implementing the use of this service to provide a college branded email account to every student.	E
404		GOV Place	GOVPLA	Kate Cramer	Agreement - Services Agreement KCCCD_080711_In fraAssess		GOV Place	N/A	N/A	N/A	unknown	Any "Cancellations" or "Reschedules" requested by KCCD within 48 hours of the scheduled date of project commencement will be subject to a charge of 4 hours billed on a time and materials basis.	Agreement between KCCD and Govplace. Govplace will complete a server virtualization assessment and provide KCCD with a report that includes best practices and a blueprint for a virtual server infrastructure for college and district office data centers. This service will be provided at not cost to KCCD.	N/A



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405		Governet	GOVERN		Agreement - Professional Services		Governet	GU001-110ES1-5650-679000	07/01/10	06/30/11	The initial term of this agreement shall be from July 1, 2010 to June 30, 2011. <b>Annual extensions of this term for the purpose of providing maintenance, update, and support of the CuricUNET System will be automatically renewed on each succeeding July 1 for no more than three succeeding years</b> , unless terminated as set forth in this Section 3 or hereafter in Section 4. If Client elects to terminate its use of CurricUNET at the end of the Initial Term or any Renewal Term, Client will provide Governet with written notice of such intent not less than 60 days prior to the expiration of such Initial Term or Renewal Term.	This agreement may be terminated: (a) by Client, to the extent permitted under applicable law, if Governet makes an assignment for the benefit of creditors; files a petition of bankruptcy; permits a petition of bankruptcy to be filed against it; or if a receiver is appointed over a substantial party of its assets; (b) by Governet for the non-payment of any fees or charges from Client and which non-payment continues for a period of ninety (90) days from the date of invoice; (c) by either party, in event of a material breach or nonperformance by the other of any provision of this agreement, provided however, that written notice of the alleged breach shall have been given to the allegedly breaching party who shall not have remedied or cured the alleged breach within thirty (30) days after delivery of such notice; (d) by Client as set forth above in Section 3.	Professional Services' Agreement between KCCD and Governet. This agreement is for the addition of the following three modules to the CurricUNET software: (1) Automated Program Review Module; (2) Outcome Assessment Module; and (3) Institutional Planning Module. The additional modules will assist the Colleges with the development and input of the educational master plans to the accreditation standards. The agreement also includes a Service Level Agreement and annual maintenance, software upgrades and support of this system. CurricUNET provides a curriculum management platform allowing for standardization of certain aspects of curriculum while allowing for customization by each College.	E

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406		Governnet (Curricunet)	GOVERN	Chief Executive Officer - George Tomas	Agreement & Amendment #1 - Professional Services		Governnet (Curricunet)	GU001-110ES1-5650-679000	04/15/09	06/30/10	<p>The initial implementation term of this agreement shall be from April 15, 2009 to June 30, 2010.</p> <p><b>Annual extensions of this term for the purpose of providing maintenance, update, and support of the CurricUNET System will be automatically renewed on each succeeding July 1 for no more than four succeeding years.</b> If Client elects not to continue use of CurricUNET beyond any future renewal date, Client will provide Governnet with not less than sixty (60) days notice of such intent.</p> <p><b>Fees for Service and Terms of Payment:</b> Annual Maintenance and Support Fee (Ongoing, Required) is revised to read as follows: Annual Maintenance and Support Fee (Ongoing, Required). Payment for this service is a single, annual payment due on the first day of each succeeding year of service. In this case, the first such required payment would be due on July 1, 2010.</p>	<p>This agreement may be terminated: (a) by Client, to the extent permitted under applicable law, if Governnet makes an assignment for the benefit of creditors; files a petition of bankruptcy; permits a petition of bankruptcy to be filed against it; or if a receiver is appointed over a substantial party of its assets; (b) by Governnet for the non-payment of any fees or charges from Client and which non-payment continues for a period of sixty (60) days from the date of invoice; (c) by either party, in event of a material breach or nonperformance by the other of any provision of this agreement, provided however, that written notice of the alleged breach shall have been given to the allegedly breaching party who shall not have remedied or cured the alleged breach within thirty (30) days after delivery of such notice; (d) by Client, if Client elects not to continue use of CurricUNET beyond any future renewal date, in which case Client must provide Governnet with not less than 60 days notice of such intent.</p>	<p>Agreement between KCCD and Governnet. Governnet will provide KCCD with various technical services leading to the completion and implementation of a web-accessible, database-driven Curriculum Development and Approval Tracking System ("CurricUNET") and related services. The cost is \$75,000 for all three colleges plus \$24,000 for the annual maintenance and support fee. The agreement shall be automatically renewed on each succeeding December 1 subject to renewal for no more than four succeeding years. <b>AMENDMENT</b> agreement between KCCD and Governnet. The amendment changes the end date of the initial implementation term of the agreement from November 30, 2009 to June 30, 2010, and also changes the first require payment date for Annual Maintenance and Support to July 1, 2010. The annual extensions of the term shall automatically renew on each succeeding July 1 for no more than four succeeding years. All other terms and conditions remain the same.</p>	E

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407		GovStor, inc.			Agreement - Statement of Work		GovStor, Inc.	GU001	06/01/10	06/30/10	June 1, 2010 - June 30, 2010.	unknown	A Statement of Work between the KCCD and GovStor, Inc. GovStor, Inc will install and configure the necessary hardware to migrate KCCD's and GovStor, Inc. GovStor, Inc will install and configure the necessary hardware to migrate KCCD's SUN/Luminis servers from using local disk storage to using Storage Area Network (SAN) storage. This migration will improve KCCD's testing and recovery abilities for this mission critical server.	E

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408		GovStor, inc.		Bob Helmes	Agreement - Statement of Work		GovStor, Inc.	RP599	11/01/10	12/31/10	November 1, 2010 - December 31, 2010	unknown	A Statement of Work between the KCCD and GovStor, Inc. GovStor, Inc will install and configure a test SUN/Luminis server. A test SUN/Luminis server is being setup to provide critical load testing and fail-over capabilities for the production SUN/Luminis environment.	E
409		Gray Lift	GRALIF	Caine Cochran	Agreement - Service		Gray Lift	GU001	07/01/09	06/30/10	12 week intervals beginning July 1, 2009 - June 30, 2010	unknown	Service Agreement between the KCCD, on behalf of Cerro Coso Comm College and Graylift. This service agreement will furnish scheduled preventive maintenance services for the Komatsu, Model 580854A, Capacity 5000, Forklift.	E

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410		Greater Bakersfield Chamber of Commerce			Agreement - Conference Room User Agreement		Greater Bakersfield Chamber of Commerce	GU001	01/10/12	01/10/12	January 10, 2012 from 8:30 a.m. to 4:30 p.m.	unknown	Conference Room User Agreement between the Greater Bakersfield Chamber of Commerce and the KCCD, as recommended in the Business Services Report. The Conference Room User Agreement will allow the Chancellor's Cabinet to rent the "Californian Room" at the Greater Bakersfield Chamber of Commerce facility for the Retreat scheduled for January 10, 2012 from 8:30 a.m. to 4:30 p.m.	E

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411		Greentree & Associates		Tina Roundtree	Collection Agreement		Greentree & Associates	GU001	12/15/11	12/14/12	The Term of this Agreement shall be for a period of one (1) year commencing on December 15, 2011 through and including December 14, 2012 ("Initial Term"). The Initial Term shall automatically renew for four (4) successive, cumulative one (1) year periods (each a "Renewal Term") unless earlier terminated as provided herein or either party provides written notice of its intention not to renew this Agreement thirty (30) days prior to the end of the Initial Term or the ten-current renewal Term.	Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, Notwithstanding the foregoing, this Agreement shall terminate, as follows: (a) upon written notice by Client in the event of Agency's failure to render timely and proper accounting or to remit money when due; (b) upon abandonment, fraud, rehabilitation, insolvency, or gross, willful default or misconduct on the part of Agency; (c) in the event of default by either party; provided, however, that termination for default shall be subject to written notice and a ten (10) day period of opportunity to cure. Default shall be considered to have occurred if the defaulting party fails to cure such alleged default within such period and to the satisfaction of the other party; Agency shall return all assigned accounts, amounts collected, and related files and data to Client with the earlier of thirty (30) days written request or the termination of this Agreement as provided herein.	A Collection Agreement between the KCCD and Greentree & Associates. This Agreement provides for the engagement of Greentree & Associates to render collection services for the District with respect to collection of past due revenue accounts on behalf of the District at a commission rate of 25% for the Agency.	E

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412		GRID Alternatives		Tom M. Esqueda	Memorandum of Understanding		GRID Alternatives	RP442-11BH01 Department of Labor High Growth Emerging Industries Grant	12/01/11	02/28/13	This MOU shall be effective from December 1, 2011 to February 28, 2013 or upon termination, whichever occurs first.	Either party may terminate this MOU upon 30 days written notice to the other party.	Memorandum of Understanding between the KCCD Clean Energy Center and GRID Alternatives. GRID Alternatives will provide the District's Clean Energy Center students and staff hands-on solar photovoltaic installation experience for up to 20 total installations at \$1,000 per installation. GRID Alternatives provides low cost PV Solar systems to low-income home owners through a State of California program. Clean Energy Center students and staff will travel to GRID installations in Kern County and other locations in the Southern San Joaquin Valley and be part of a crew conducting real world rooftop Solar PV installations. Each cohort of SolarTech students will participate in one GRID installation acquiring experience which will greatly enhance their employability. The funds for this collaboration will come from the Department of Labor High Growth Jobs and Emerging Industries Grant and the anticipated improvement in placement will assist the Clean Energy Center in achieving its grant placement objectives.	E
413		Gwen Brockman, Dr.		Gwen Brockman	Amendment		Dr. Gwen Brockman	GU001	05/02/11	05/01/14	The term of the Agreement is for a total period of three (3) years from May 2, 2011 through May 1, 2014.	unknown	Amendment to External Evaluator Agreement between the KCCD, on behalf of Bakersfield College, and Dr. Gwen Brockman. This Amendment is to modify the agreement from California State University Dominguez Hills for the External Evaluator services of Dr. Brockman with BC's Atlantis Program / Early Education Project. Clarifications include identifying the proper contracting entities and outlining the extent of compensation payable to Brockman for her services.	E

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414	Harbor Payments Corp	HARPAY	Colin Rogoff	Agreement - Maintenance		Harbor Payments Corporation	GU001	07/01/06	06/30/11		<p>Harbor Payments may, at any time after the later of (X) the five-year anniversary of this Agreement, or (Y) such time as Harbor Payments no longer has a similar product to the User Software and has ceased providing similar maintenance for any of its other customers (such later period, the "Required Period"), discontinue Maintenance and support for the User Software provided: (a) Harbor and support for the User Software provided: (a) Harbor Payments gives Customer at least one hundred twenty (120) days advance written notice of such discontinuation. In the event Harbor Payments fails to provide Maintenance (and Customer is willing to pay for such Maintenance) for the required Period, Harbor Payments shall refund the License Fee and any implementation fees to Customer. <u>It is expressly understood and agreed, however, that the Required Period shall terminate earlier if Customer elects not to pay for Maintenance at any time during the Required Period.</u> Harbor Payments may terminate this Agreement without refund if: (a) the License is terminated due to Customer's material breach of any provision thereof, or (b) Customer is in material default of this Agreement. Invoices for annual Maintenance shall be due and payable within forty-five (45) days of the date of invoice; provided, a termination pursuant to clause (b) shall not impact Customer's right to use the License. Customer.</p> <p>The term of maintenance shall commence on July 1, 2006 and shall terminate on June 30, 2007. Thereafter, this Agreement and the Maintenance Term shall automatically renew on an annual basis additional period(s) of one year each (a "Support Period") at the annual maintenance fee set forth herein, unless and until this Agreement is terminated in accordance with the provisions hereof.</p>	<p><b>RENEWAL</b> software maintenance agreement between KCCD and Harbor Payments Corporation for E-Center. The maintenance fee for the maintenance term beginning July 1, 2006 and ending on June 30, 2007 is \$2894 and will increase by no more than 5% each subsequent year of the agreement. KCCD uses the E-Center software for printing forms such as checks and PO's. This is a standard software maintenance agreement that provides for technical support and software upgrades during the term of the agreement.</p>	E	
415	Hershey Business Systems	HERBUS	Ron K. Christian	Agreement - Technology Assurance Program Maintenance Agreement		Hershey Systems Incorporated	GU001-268AR1-5650-620000	07/01/10	06/30/11		<p>Agreement commences 07/01/2010 with a termination date of June 30, 2011.</p> <p>unknown</p>	<p>Agreement between the KCCD, on behalf of <b>Bakersfield College</b>, and Hershey Systems. Bakersfield College uses the Hershey Systems Singularity imaging software to image a variety of documents, including transcripts. The Hershey Systems Singularity imaging software to image a variety of documents, including transcripts. The Hershey Systems Customer Support Service Level Agreement provides KCCD with enhancements and upgrades of the software and customer support.</p>	E	



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416		Hershey Business Systems	HERBUS	Ron K. Christian	Agreement - Technology Assurance Program Maintenance Agreement		Hershey Systems Incorporated	GU001-553AR1-5685-620000	07/01/10	06/30/11	Agreement commences 07/01/2010 with a termination date of June 30, 2011.	unknown	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and Hershey Systems. Porterville College uses the Hershey Systems Singularity imaging software to image a variety of documents, including transcripts. The Hershey Systems Customer Support Service Level Agreement provides KCCD with enhancements and upgrades of the software and customer support.	E
417		High Exposure, dba as Creative Concepts/Saba Agency	CRECON		Agreement - <a href="#">Amendment to the agreement entered into per RFP Bid No. B2703536</a>		High Exposure, dba Creative Concepts/Saba Agency	GU001-20BP12-5860-671000	08/01/10	01/00/00	This Agreement is for RFP Bid No. B2703536. Unless otherwise terminated as provided in this Article II, this agreement shall have a term of one (1) year, contingent upon annual satisfactory performance, with an option to review and extend contract for an additional one (1) year period. Each additional year will be reviewed and confirmed before renewal or extension of contract. If either party chooses not to renew, a thirty (30) day written notice of termination shall be given to the other party, with or without cause.	Either party may, at its sole and absolute discretion, terminate this Agreement upon its material breach by the other party of any condition, provision or term of this Agreement. The terminating party shall give written notice of said breach to the breaching party, who shall then have fifteen (15) days within to correct or cure said breach. In the event said correction or cure is not reasonably acceptable to it, the terminating party may elect to terminate this Agreement by giving five (5) days written notice to the other party. Said notice of termination shall specify the grounds for termination and be supported by a statement of all relevant facts.	Vendor agreement amendment between the KCCD, on behalf of BC, and High Exposure, a California corporation doing business as Creative Concepts/Saba Agency. Creative Concepts/Saba Agency will develop, negotiate and execute a comprehensive media buying campaign for the purposes of advertising Bakersfield College in the metro Bakersfield and outlying areas. The advertising campaign will reinvigorate the BC brand within the community through the campaign tagline Jump. Based on their bid from the RFP process explained below, Creative Concepts/ Saba Agency presented the most complete, creative, and financially competent bid at \$148,338.	E

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418		High Exposure, dba Creative Concepts/Saba Agency	CRECON	Sharon Smith 326-0393	Agreement - Agency Agreement and Media Planning and Buying - Bid No. B2703536 (See Amendment below under High Exposure)		High Exposure, dba Creative Concepts/Saba Agency	GU001	2/2007	N/A	Contract Term: Bid price shall be firm and not subject to increase for a period of one year after the closing of the bid. This contract is for a <b>term of one year, contingent upon annual satisfactory performance, with an option to review and extend the contract for an additional One Year (1) period.</b> Each additional year will be reviewed and confirmed before renewal or extension of contract. Vendor may request in writing for any price adjustments to their contract after the first term of the contract has expired but many not to exceed the CPI listing. Increase will be reviewed by the District's CFO to determine if the increase is acceptable and is in the best interest of the College. Contract will begin February 1, 2007 through February 1, 2008. <b>(See Amendment below under High Exposure, dba as Creative Concepts/Saba Agency).</b>	unknown	Contract for administrative services in developing and executing a comprehensive media marketing and buying campaign for the purposes of advertising Bakersfield College in metro Bakersfield and outlying areas, Bid No. B2703536, as recommended in the Business Services Report. The bids have been tabulated, reviewed and recommendations made. The advertising campaign will reinvigorate the BC brand within the community through the campaign tagline Jump.	E

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419		Home Team Pest Defense		Independent Contractor Agreement	Independent Contractor Agreement		Home Team Pest Defense	GU001	02/01/12	02/01/13	Start 2/1/2012; end 2/1/2013	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: Home Team Pest Defense, 7440 District Blvd., Bakersfield, CA. If to District, notice will be addressed to KCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield CA 93301, or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.	Agreement between KCCD, on behalf of Bakersfield College, and Home Team Pest Defense. Home Team Pest Defense will provide exterior pest control services around all exterior buildings on the Bakersfield College Delano Campus. Interior treatment will be performed on an as-needed basis, to be determined by the Site Supervisor of the Delano Campus.	E

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420		Hospital Council Grants MOU		Wanda Belt 661-316-6034	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		Bakersfield Heart Hospital	New RP	07/01/09	06/30/14	This agreement has an effective date of July 1, 2009, and will continue in force <b>until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of Bakersfield College, and <b>Bakersfield Heart Hospital</b> . BHH has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. BHH will provide funding to support an additional 34 nursing students during the term of this agreement.	R
421		Hospital Council Grants MOU		Wanda Belt 661-316-6034	Amendment - Extension Letter Agreement to Clinical Education Agreement dated 1/21/09		Bakersfield Heart Hospital	N/A	01/21/12	01/20/13	Agreement to extend the terms of the Agreement for one (1) additional year commencing January 21, 2012.	unknown	Amendment to an Allied Health Education Program Agreement between the KCCD, on behalf of Bakersfield College, Porterville College and Cerro Coso Community College, and Bakersfield Heart Hospital. This Amendment provides for an extension of the original agreement which allows students the use of clinical facilities suitable for the educational needs of the Allied Health Programs and gives students the opportunity to practice, study and learn in a clinical facility through January 20, 2013. All other terms of the original agreement remain in full force and effect.	N/A

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422		Hospital Council Grants MOU		John Van Boehning	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		Bakersfield Memorial Hospital	RP126	07/01/09	06/30/14	This agreement has an effective date of July 1, 2009, and will continue in force <b>until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of Bakersfield College, and <b>Bakersfield Memorial Hospital</b> . BMH has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. BMH will provide funding to support an additional 42 nursing students during the term of this agreement. This MOU supersedes the original agreement which was fully executed on April 3, 2009 and reflects an increase in the amount of support from \$462,000 to \$588,000. The number of students to be funded was also increased from 33 to 42 nursing students.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
423		Hospital Council Grants MOU		Russell Judd	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		CHW Mercy	New RP	07/01/09	06/30/14	This agreement has an effective date of July 1, 2009, and will continue in force <b>until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCCD, on behalf of Bakersfield College, and <b>CHW Mercy</b> . CHW Mercy has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. CHW will provide funding to support an additional 34 nursing students during the term of this agreement.	R
424		Hospital Council Grants MOU		Louis Iturriria 664-5120	Grant - Community Service Projects Grant		Kern Health Systems	New RP	2/2009	2/2011	This grant is to be used over the next 2 years to fund the following: high-fidelity simulation equipment and computer assisted instructional software/media, part-time nursing clinical faculty salaries, faculty professional development and emergency loan programs.	unknown	New Grant award on behalf of Bakersfield College from Kern Health Systems. Kern Health Systems has agreed to contribute funds to the Nursing Program at BC to fund the following: high fidelity simulation equipment and computer assisted software/media; part-time nursing clinical faculty salaries; faculty professional development; and an emergency loan program over the next two years.	R

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425		Hospital Council Grants MOU	KERMED	Russell Judd	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		Kern Medical Center	New RP	07/01/09	06/30/14	This agreement has an effective date of July 1, 2009, and will continue in force <b>until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of Bakersfield College, and <b>Kern Medical Center</b> . KMC has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. KMC will provide funding to support an additional 33 nursing students during the term of this agreement.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
426		Hospital Council Grants MOU	RIDREG	Debbie Hankins 661-869-6180	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		Ridgecrest Regional Hospital	New RP	07/01/09	06/30/14	This agreement has an effective date of <b>July 1, 2009, and will continue in force until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of Bakersfield College, and <b>San Joaquin Community Hospital</b> . SJCH has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. SJCH will provide funding to support an additional 33 nursing students during the term of this agreement.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
427		Hospital Council Grants MOU	SANJOA9	W. Brent Soper	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		San Joaquin Community Hospital	RP126 - Hospital Council Grant	07/01/09	06/30/14	This agreement has an effective date of <b>July 1, 2009, and will continue in force until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of <b>Bakersfield College</b> , and <b>San Joaquin Community Hospital</b> . SJCH has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. SJCH will provide funding to support an additional 42 nursing students during the term of this agreement. This MOU supersedes the original agreement which was fully executed on May 11, 2009 and reflects an increase in the amount of support from <b>\$462,000 to \$588,000</b> . The number of students to be funded was increased from 33 to 42 nursing students.	R

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428		Hospital Council Grants MOU	SIEVIE	Dennis Coleman	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program		Sierra View District Hospital	New RP	07/01/09	06/30/14	This agreement has an effective date of <b>July 1, 2009, and will continue in force until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	MOU between the KCCD, on behalf of <b>Bakersfield College</b> , and <b>Sierra View District Hospital (SVDH)</b> . SVDH has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Spring semester of 2014, in exchange for which District agrees to increase its course offerings for the Registered Nursing Program. SVDH will provide funding to support an additional 33 nursing students during the term of this agreement.	R

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429		Hospital Council Grants MOU	SIEVIE	Dennis Coleman	Amendment #1		Sierra View District Hospital	RP126	07/01/09	12/31/11	This Agreement has an effective date of <b>July 1, 2009, and will continue in force until December 31, 2011</b> , unless otherwise terminated as provided in this Agreement.	(A) Termination by Agency. Agency may terminate this Agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District. District may terminate this agreement with immediate effect in the following cases: (1) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency, or if Agency is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand.	Amendment #1 to the Memorandum of Understanding (MOU) between the KCCD, on behalf of <b>Bakersfield College</b> , and <b>Sierra View District Hospital</b> . Sierra View District Hospital has agreed to contribute funds to help secure an increase in enrollment in the Nursing Program at BC through the Fall semester of 2011, in exchange for which District agrees to increase its course offering for the Registered Nursing Program. SVDH will provide funding to support an additional 7 nursing students during the term of this Agreement.	R

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430		Hospital Council Grants MOU	SIEVIE	Dennis Coleman	Agreement - Memorandum of Understanding Re: Contributions to Nursing Program Revised May 3, 2011		Sierra View District Hospital	New RP	07/01/10	06/30/14	This agreement has an effective date of <b>July 1, 2010, and will continue in force until June 30, 2014</b> , unless otherwise terminated as provided in this agreement.	(A) The parties may terminate this agreement if District commits a material breach of this Agreement and fails to cure such breach within 30 days after written demand. (B) Termination by District may terminate this agreement with immediate effect in the following cases: (a) If, within 30 days after written demand, Agency fails to pay District any amounts owing under this Agreement. (2) If a petition in bankruptcy is filed by or against Agency or is Agency is adjudged insolvent by any court, or if a trustee or receiver of liquidator or any property of Agency is appointed in any suit or proceeding, or if Agency makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any causes whatsoever, or if anything similar happens to Agency in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment or declaration, or commencement of liquidation. (3) If Agency commits any other material breach of this Agreement and fails to cure the breach within 30 days after written demand. (C) Either party can terminate this Agreement without cause with written 60-day notice. This termination notice only pertains to future students not already entered into the program. Agency and District must fulfill obligations for students already admitted into the program.	Initial Agreement between the KCCD, on behalf of <b>Porterville College</b> , and <b>Sierra View District Hospital</b> (SVDH). PC will provide a program of instruction for students in the Associate Degree Nursing program. The program must comply with all requirements of law and will be conducted in such a manner that students successfully completing the program will be qualified to meet the eligibility requirements for Registered Nursing licensure.	R

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431		Hospital Council of Northern & Central California		Art Sponseller	Agreement - Memorandum of Understanding: Computerized Clinical Placement System		Hospital Council of Northern & Central California	GU001	01/01/10	12/31/10	This agreement covers the period of January 1 - December 31, 2010. <b>It will be renewed annually in September of each year for the following calendar year.</b>	If a hospital and/or academic provider chooses to discontinue utilization of the CCPS system, notification must be received in writing by September 1 for the following calendar year and provided to the Project Coordinator. Failure to notify by that date will result in a charge of 50% of their annual fee. The Hospital Council of Northern and Central California reserves the right to terminate the CCPS should the revenues from services providers and academic institutions fall below the amount required to maintain the program, its support, and/or its updates.	New Memorandum of Understanding (MOU) between KCCD, on behalf of <b>Porterville College</b> , and the Hospital Council of Northern & Central California. This MOU will allow the Hospital Council to implement, maintain and provide updates of the Computerized Clinical Placement System (CCPS). CCPS is a nursing clinical scheduling tool used by all hospitals and academic providers serving Fresno, Madera, Tulare, Kings and Merced Counties. CCPS provides a centralized, online tool to facilitate and maximize the clinical placement of students in nursing programs. The clinical placement is essential for students' learning in nursing programs.	E

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432	Hyland Software, Inc.				Agreement - Singularity Software Maintenance Agreement 12042-01052011-28500		Hyland Software, Inc.	GU001	07/01/11	06/30/16	(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(i) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for four (4) additional maintenance periods only by mutual agreement of the parties as follows: (1) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through June 30 of the calendar year in which the Initial Maintenance Period ends; and (2) thereafter, annually on a July 1 through June 30 basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees. In the case of any additional Supported Software or	(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect. (b) For Cause. Licensee shall be entitled to give written notice to Hyland of any breach by Hyland or other failure by Hyland to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Hyland to cure the breach or non-compliance. If Hyland has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement. Termination by Hyland for Cause. Hyland shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time notice, Hyland shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.	Agreement between the KCCD, on behalf of Bakersfield College and Porterville College, and Hyland Software, Inc. BC and PC use the Hyland Software's Singularity imaging software to image a variety of documents, including transcripts. The Singularity Software Maintenance Agreement provides KCCD with enhancements and upgrades of the software and technical support.	E

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433		IBM SPSS		Iris Schwartz	Service Support Annual Renewal Order Form		IBM SPSS	GU001- 2011F0-5650- 678020	07/01/11	06/30/12	7/1/11 - 6/30/12	<p>Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply. IBM may withdraw Software Subscription and Support for a Program by publishing a notice of withdrawal not less than 12 months prior to its effective date. If IBM withdraws Software Subscription and Support for which Customer has prepaid and IBM has not yet fully provided it to Customer, at its sole discretion IBM will either continue to provide Software Subscription and Support to Customer until the end of the current Software Subscription and Support Period or give Customer a prorated refund. Acquisition of Software Subscription and Support does not extend the period for which a Program is supported.</p> <p>Notwithstanding anything to the contrary in this Agreement, if IBM terminates Customer's license for an Eligible Program due to Customer's breach of any of its terms, IBM may also concurrently terminate Software Subscriptions and Support for that Program. In this instance, IBM is not obligated to issue a refund or credit for any unused portion of Software Subscription and Support. IBM may withdraw the Software Subscription and Support offering in its entirety on 12 months' written notice to all then current Software Subscription and Support customers by letter or e-mail.</p>	<p>Renewal contract between the KCCD, on behalf of Bakersfield College, and IBM SPSS. This is a renewal of the SPSS software that is heavily used by BC's Behavioral Science classes to develop statistical analysis in social science. This contract includes a web (electronic) support service, provides access to a wide range of electronic support for IBM software; web registration, this permits a web site login, password and preferences for language and products; service request registration, enables the management and update software problems via the web; and telephone (voice) support, entitlement to receive IBM remote technical software support via telephone.</p>	E

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434		IEC Corp		Julie Engel 503-213-4380	Grant - Power Job Opportunity and training Plan <b>(See Extension below)</b>		IEC Corp	TBD	Mar 2008	Sept 2009	unknown	unknown	Funding on behalf of Cerro Coso Community College from IEC Corporation. IEC Corporation grant will provide funding for the development of a wind technician program at Cerro Coso Community College. This funding will also assist in the curriculum development, faculty training, forming of an advisory group and the preparation of the program application to the State. IEC will be building the new wind farm at Cantil, California, and issuing funds to community colleges for the development of wind technician programs as part of their bid for their contract with Los Angeles Department of Water and Power. <b>(See Extension below)</b>	R
435		IEC Corp		Julie Engel 503-213-4380	Letter (additional funding and extension) <b>(See additional funding and extension below)</b>		IEC Corp	RP161 - IEC	Mar 2008	12/31/10	To December 31, 2010	unknown	Additional funding on behalf of Cerro Coso Community College from IEC Corporation. Cerro Coso College applied for and received funding from the IEC for the development of a wind technician program. This funding was to be used for curriculum development, faculty training, and the formation of an advisory group. IEC is a contracting company that will be building the new wind farm at Cantil. As part of their bid for their contract with the Los Angeles Department of Water and Power, IEC provides funding to community colleges for the development of wind technician programs. IEC is increasing their original award of \$35,000 by \$2,000 and extending the term through the end of 2010. <b>(See below)</b>	R



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436		IEC Corp		Julie Engel 503-213-4380	Renewal Letter (additional funding and extension)		IEC Corp	RP161 - IEC	12/31/10	01/31/11	To December 31, 2011	unknown	Additional grant funding on behalf of Cerro Coso Community College from IEC Corporation. CCCC received funding from the IEC for development of a wind technician program and for use in curriculum development, faculty training, and the formation of an advisory group. IEC is the contracting company that will be building the new wind farm at Cantil. As part of their bid for their contract with the Los Angeles Department of Water and Power, IEC provides funding to community colleges to develop this program. The additional funding from IEC was confirmed by letter from IEC that provided that IEC increased their original award from \$35,000 by \$1,288.31 and extended the term of the agreement through January 31, 2011. All funds have been received.	R

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437	IKON Office Solutions, Inc.		IKOOFF	Bryan Rohrback 661-396-2140	Agreement - Maintenance Service		IKON Office Solutions, Inc.	GU001	07/01/08	06/30/09	Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it <b>will automatically</b> , subject to applicable law and without further action required by either party, <b>renew for an additional twelve (12) month period</b> , provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.	Early Termination -- Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.	Maintenance service agreement between KCCD and IKON Office Solutions, Inc. This maintenance service agreement provides support for HP LaserJet printers in use at the <b>District Office</b> .	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
438		IKON Office Solutions, Inc.	IKOOFF	Bryan Rohrback 661-396-2140	Agreement - Master Maintenance and Service Agreement - Ricoh Pro 1107 EX		IKON Office Solutions, Inc.	GU001	09/21/09	09/21/14	Term: 60 months. Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.	Early Termination -- Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.	Maintenance service agreement between KCCD and IKON Office Solutions, Inc. This Master Maintenance and Sale Agreement provides support for Ricoh Pro 1107 EX in use at <a href="#">Cerro Coso Community College</a> .	E

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439		IKON Office Solutions, Inc.	IKOOFF	Sam Barblu	Agreement - Master Maintenance and Sale Agreement		IKON Office Solutions, Inc.	GU001	09/22/09	09/22/14	Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it <b>will automatically</b> , subject to applicable law and without further action required by either party, <b>renew for an additional twelve (12) month period</b> , provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.	Early Termination -- Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.	Contract for production copiers and related equipment, maintenance and supplies for KCCD, on behalf of <b>Bakersfield College</b> , <b>Cerro Coso Community College</b> and <b>Porterville College</b> , RFP #B09004, as recommended in the Business Services Report. The bids have been tabulated, reviewed, and recommendations made. KCCD wishes to establish a master copier agreement from a single vendor for the procurement and ongoing support of production copier equipment at all District locations. The agreement would include a purchase along with a per click price to cover ongoing maintenance and support, including service, replacement parts and all consumable products aside from paper and staples. This agreement would cover the large campus print shop copiers and the large mail room copier at the District Office. District will also have the option to lease copiers should it deem necessary.	E

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440		Imaginova		Seth Meyers	Agreement - Extended Use License agreement		Imaginova		04/26/05		This Licensee shall remain in effect until the conclusion of the License Term unless otherwise earlier terminated in accordance with the terms hereof.	Licensee may terminate this License at any time by destroying the tangible media in or on which the Licensed Software is encoded or otherwise fixed and all copies thereof. If Licensee fails to comply with any material provision of this License, Imaginova shall provide Licensee with written notice specifying the alleged non-compliance. Licensee shall have thirty (30) days' after notice is received to cure the alleged non-compliance. Upon termination, Licensee must destroy the tangible media in or on which the Licensed Software is encoded or otherwise fixed and all copies thereof, erase all copies from all hardware and provide affidavits regarding such destruction.	Extended Use Licensing Agreement. Authorization for Bakersfield College planetarium to continue the license agreement and use the computer software entitled, Starry Night Dome Standard 1.0, through Imaginova Corp. This agreement grants permission to use the Licensed Software for commercial use in connection with the planetarium dome. In consideration of the mutual promises contained in the agreement and the mutual benefits to be derived therefrom, and the receipt of one dollar (\$ 1) and other good and valuable consideration the receipt and sufficiency of which are acknowledged between both parties. In addition, no other monetary transfer will take place between BC Planetarium and Imaginova Corp.	unknown
441		Immanuel Christian School	IMMCHR	J. Wayne Temple	Agreement - Renewal agreement for Use of Facilities		Immanuel Christian School		07/01/04	2009	This agreement will remain in effect for five years and may be reviewed and/or revised annually by mutual consent of the parties.	The agreement may be terminated by either party giving thirty (30) days written notice of its intent to terminate to the other party.	<b>RENEWAL</b> agreement between Cerro Coso Community College and Immanuel Christian School for the use of facilities. The agreement provides for the use of CC facilities by the Immanuel Christian School athletic program.	

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442		Independent Contractor			Independent Contract Agreements-- Comm. Ed. Class Consultant		Act Too Consulting, Inc.	CE012-40ACE-2412-682000-CTL001-CI	09/01/11	06/30/12	09/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
443		Independent Contractor		unknown	Independent Contract Agreement-- Foodservice RFP Development		Bachtelle and Associates	GU001-120BS0-5119-672000	06/01/11	08/20/11	06/01/11 to 08/20/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
444		Independent Contractor		unknown	Independent Contract Agreement-- Shredding Services		Bakersfield Association for Retarded Citizens	GU001-DO1C02-5550-660010	09/01/11	06/30/12	09/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
445		Independent Contractor		Bob Ruffa	Indepenent Contract Agreement		Bob Ruffa Electric, Inc.	GU001-536MOV-6583-651000	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. For Electrical Svs and Repair.	E
446		Independent Contractor		Brendan Connolly	Independent Contract Agreement-- Concert		Brendan Connolly aka Suddyn	RP362-42BST1-5151-696043-CI	09/10/11	05/30/12	09/01/11 to 05/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
447		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Brian Hanson	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 02/03/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
448		Independent Contractor		Ken Cereghino	Contract Agreement (Independent Contractor/Consultant) (See Amendment #1 below)		Cambridge West Partnership, LLC	GU001	11/2011	06/01/12	This agreement shall commence on the effective date of execution by the parties. All services shall be completed by no later than June 1, 2012 at which time this agreement shall expire, unless extended or modified by mutual written consent and approval of the District's governing board.	District may, at any time, terminate this agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of service by contractor. Notice shall be deemed given when received by the Contractor or no later than five days after the day of mailing, whichever occurs first.	Contract Agreement between the KCCD and Cambridge West Partnership, LLC. The District issued a Request for Proposals soliciting qualified firms interested in rendering consulting services for planning, developing, supporting and/or augmenting Educational and Facilities Master Plans for the District. After consideration of the proposals submitted, District staff recommends the engagement of Cambridge West Partnership, LLC to render these services in cooperation with the District. Cambridge West Partnership provides extensive experience, a strong track record of success, knowledge and understanding of the relationship between the master planning and accreditation, the capacity to lead planning efforts that incorporate the elements of interactivity and collaboration, and prior knowledge of the District, its colleges and educational centers, have previously worked with the District in 2003/04. Cambridge West Partnership will team with HPI, Inc., an experience architectural firm in facilities planning, to achieve the production and completion of successful Master Plans for the District on or before June 1, 2012.	E

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449		Independent Contractor		Ken Cereghino	Contract Agreement (Independent Contractor/Consultant) <b>Amendment #1</b>		Cambridge West Partnership, LLC	GU001	11/2011	06/01/12		This agreement shall commence on the effective date of execution by the parties. All services shall be completed by no later than June 1, 2012 at which time this agreement shall expire, unless extended or modified by mutual written consent and approval of the District's governing board.  District may, at any time, terminate this agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of service by contractor. Notice shall be deemed given when received by the Contractor or no later than five days after the day of mailing, whichever occurs first.	Amendment to the agreement between the KCCD and Cambridge West Partnership, LLC. The Amendment is to perform an additional 80 hours of Educational Master Plan work for the District. The original contract was previously approved by the Board at the August 9, 2012 meeting.	E
450		Independent Contractor		unknown	Independent Contract Agreement		Capitol Door Service	GU001-536MOB-5683-651000	12/01/11	06/30/12	12/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee Women's Basketball.	E
451		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Carl Martin	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 02/03/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E



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452		Independent Contractor		unknown	Independent Contract Agreement-- Lecturer		Catharsis Productions LLC	RP362-42BST1-5212-696043-CI	08/11/11	05/30/12	08/11/11 to 05/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
453		Independent Contractor		unknown	Independent Contract Agreement		Champion Hardware, Inc.	GU001-538MOB-5118-651000	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Commercial Door Repair.	E
454		Independent Contractor		unknown	Independent Contract Agreement		Chiapa Welding, Inc.	GU001-120BS8-5690-659010	07/06/11	06/30/12	07/06/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Welding Svs and Repairs.	E
455		Independent Contractor		unknown	Independent Contract Agreement -- Athletics		Christian Schwartz	GU001-42BAT0-5119-696041-CI	12/09/11	12/10/11	12/09/11 to 12/10/11	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
456		Independent Contractor		unknown	Independent Contractor Agreement-- Teacher 2-day Wellness		Christine F. Johnston, MFT	CE010-40ACR1-2412-701000-Ci	07/11/11	12/30/11	07-11-11 to 12/30/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
457		Independent Contractor		Danny Reider	Independent Contractor Agreement-- Concert		Danny Reider aka The Remodelers	RP362-42BST1-5151-696043-CI	07/10/11	05/30/12	07/01/11 to 05/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
458		Independent Contractor		unknown	Independent Contract Agreement -- Referee Basketball		Dave Duarte	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E

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459		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		David Turbide	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 05/05/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
460		Independent Contractor		unknown	Independent Contractor Agreement--Pilates Training		Deborah McCormack	RP510-267HIS-5151-64000	09/07/11	07/28/11	09/07/11 to 07/28/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
461		Independent Contractor		unknown	Independent Contract Agreement		Dick Dickson aka Big Bank Xpress	RP362-42BST1-5151-696043-CI	11/12/11	11/12/11	11/12/11 to 11/12/11	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Concerts.	E
462		Independent Contractor		unknown	Independent Contractor Agreement--Concert		Donnie Macdonald	RP362-42BST1-5151-696043-CI	11/10/11	11/25/11	11/10/11 to 11/25/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
463		Independent Contractor		unknown	Independent Contract Agreement -- Basketball		Doug Sweeney	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 05/05/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
464		Independent Contractor		unknown	Independent Contractor Agreement--Course Consultant		Emergency Management Consultants	GU001-21AFT1-5150-21330	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
465		Independent Contractor		unknown	Independent Contractor Agreement--Workshop - Assessment		Farrel Consulting	GU001-110LA0-5119-679000	08/15/11	09/15/11	08/15/11 to 09/15/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E

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466		Independent Contractor		unknown	Independent Contractor Agreement		Harland Technology Services	RP611 Restricted Funds Perkins/VTE A	10/13/11	10/12/12	11/17/11 to 11/18/11	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party. Contractor's obligations under as stated above shall survive the termination of this Agreement.	Agreement between KCCD, on behalf of Porterville College, and Harland Technology Services. Harland Technology Services will perform onsite maintenance of the OP4ES Scanner #5800663 for Porterville College	E
467		Independent Contractor		unknown	Independent Contractor Agreement-- Concert		James Keigher	RP362-42BST1-5151-696043-CI	11/17/11	11/18/11	11/17/11 to 11/18/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
468		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Jeri Romero	GU001-42BAW2-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 05/05/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
469		Independent Contractor		unknown	Independent Contractor Agreement-- Geocode Fall 2011-Land Eval		Jesus M. Garcia	GU001-120BS0-5119-672000	08/22/11	12/16/11	08/22/11 to 12/16/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E

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470		Independent Contractor		unknown	Independent Contract Agreement -- Referee Women's Basketball		Jonathan Nave	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
471		Independent Contractor		unknown	Independent Contract Agreement -- Referee Basketball		Ken Reeves	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
472		Independent Contractor		Kent Reeves	Independent Contract Agreement		Kent Reeves Frame & Art	GU001	11/01/11	06/30/12	November 01, 2011 - June 30, 2012	<p>This Agreement may be terminated by either party or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: Kent Reeves Frame &amp; Art, 3121 W. Victor Ave., Visalia CA 93277. If to District, notice will be addressed to: KCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.</p>	Agreement between KCCD, on behalf of Porterville College, and Kent Reeves Frame & Art. Kent Reeves Frame & Art will mount and frame uniforms and/or pictures for the Porterville College campus display.	E

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473		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Keith Saba	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 05/05/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
474		Independent Contractor		unknown	Independent Contract Agreement		Kiddie Amusements	SGA Presents A703001	11/01/11	11/03/11	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Basketball Shoot and Pit Stop Game.	E
475		Independent Contractor		unknown	Independent Contract Agreement -- Referee Basketball		Kimberly Bizzell	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 2/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
476		Independent Contractor		unknown	Independent Contractor Agreement-- Speaker		Kirsten Gabriel Olson, PH.D.	GU001-260V80-5151-679000	09/06/11	09/06/11	09/06/11 to 09/06/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
477		Independent Contractor		unknown	Independent Contract Agreement		McQuay International	GU001-536MOB-5683-651000	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. HVAC Service/Repair.	E
478		Independent Contractor		Marty Essen	Independent Contractor Agreement-- Performer		Marty Essen aka Encante Entert.	RP362-42BST1-5212-696043-CI	08/10/11	05/30/12	08/10/11 to 05/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
479		Independent Contractor		Mary Ippolito	Independent Contract Agreement		Mary Ippolito	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee.	E

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480		Independent Contractor		unknown	Independent Contract Agreement		Monique Bookout	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee Women's Basketball.	E
481		Independent Contractor		unknown	Independent Contract Agreement		Nathan Curtis	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee Women's Basketball.	E
482		Independent Contractor		Sonia Jeffery	Independent Contractor Agreement		NTLP Management Services	RP510- BC Student Health Fees	01/27/12	01/28/12	January 27, 28, 2012, 8:00 a.m. to 5:00 p.m.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: NTLP Management Services, 330 4th Street, Bakersfield CA 93304; If to District, notice will be addressed to KCCD, c/o:Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.	Agreement between KCCD, on behalf of Bakersfield College, and NTLP Management Services. NTLP Management Services will provide sixteen hours of BACCHUS Peer Educator training focusing on health and safety for between 154-22 Mentoring and Peer Services student volunteers to prepare them for national assessment testing to become certified BACCHUS Peer Educators.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
483		Independent Contractor		Phillip Antoine, Jr.	Independent Contract Agreement		Phillip Anoine, Jr.	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee Women's Basketball.	E
484		Independent Contractor		unknown	Independent Contract Agreement		Porterville Electric Company	GU001-536MOB-5683-651000	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Electrical Svs and Repair.	E
485		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Ron Lovell	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 02/03/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
486		Independent Contractor		unknown	Independent Contract Agreement -- Umpire Men's Basketball		Ross Sweet	GU001-42BAM1-5107-696041-CI	02/03/12	05/05/12	02/03/12 to 05/05/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
487		Independent Contractor		unknown	Independent Contract Agreement -- Referee Womens Basketball		Sarah Smith	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
488		Independent Contractor		Jennifer Faughn	Independent Contractor		Strategy One	RP223 Restricted Funds BEC Business & Entrepreneurship Center	02/01/12	03/16/12	February 1, 2012 thru March 16, 2012	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: If to Contractor, notice will be addressed to: Jennifer Faughn, 2849 Harmon Road, Bakersfield, CA 93307. If to District, notice will be addressed to: KCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield, CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.	Agreement between KCCD and Strategy One. Strategy One will perform data collection on behalf of the KCCD Business & Entrepreneurship Center for the Business Outreach & Workforce Trends Project, interviewing 60 pre-identified Central Valley businesses in the high growth industry clusters.	E
489		Independent Contractor		unknown	Independent Contract Agreement -- Referee Basketball		Terrell Reedus	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
490		Independent Contractor		unknown	Independent Contract Agreement		Tom Turner	GU001-42BAW2-5107-696041-CI	11/19/11	02/15/12	11/19/11 to 02/15/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Referee.	E



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
491		Independent Contractor		unknown	Independent Contract Agreement		Tri-Counties Roofing, Inc.	GU001-536MOB-5683-651000	07/01/11	06/30/12	07/01/11 to 06/30/12	N/A	To ratify agreements between the KCCD and various Independent contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year. Roofing Svs and Repairs.	E
492		Independent Contractor		Ross LeMarca	Independent Contractor Agreement-- Concert		Ross LeMarca aka Walk Off Hits	RP362-42BST1-5151-696043-CI	07/01/11	05/30/12	07/01/11 to 05/30/12	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
493		Independent Contractor		unknown	Independent Contract Agreement -- Lecturer for CTE faculty and staff at conference		Warford and Associates	RP012-11BSG5-5119-660010	03/01/11	06/30/11	03/01/11 to 06/30/11	N/A	Agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
494		Independent Contractor		unknown	Independent Contractor Agreement--Arvin Feasibility Study Consultant		Yang Staehlin & Associates	MG100-2AF750-5119-711001	07/06/11	09/06/11	07/06/11 to 09/06/11	N/A	To ratify agreements between the KCCD and various Independent Contractors. Independent Contractors provide various services to KCCD, Bakersfield College, Cerro Coso Community College and Porterville College for the 2011-12 fiscal year.	E
495		Indian Wells Valley Water District	INDWEL	Thomas Mulvihill 760-375-5086	Memorandum of Understanding regarding Water Conservation Using a Special Watering Device		Indian Wells Valley (IWW) Water District		N/A	N/A	This MOU is effective on the date of the last agency signature and has no expiration date. Amendments will be made as deemed necessary and must be put in writing and agreed to by the signing parties.	This MOU is effective on the date of the last agency signature and has no expiration date. Amendments will be made as deemed necessary and must be put in writing and agreed to by the signing parties.	Cerro Coso Community College purchase a Rainbird/Maxicom irrigation system. IWW Water District agrees to pay for parts and labor for installation of the system not to exceed \$26,80.00 A proposal has been given by Kern Turf Supply IWW Water District will pay Kern Turf directly.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
496		Inflatable Adventures			Agreement - Rental & Entertainment		Inflatable Adventures - Energized Events	A7030.01 SGA Funds	10/26/09	10/29/09	Event Dates: Tuesday, October 27, 2009 10:00AM to Tuesday, October 27, 2009 2:00PM.	If you need to cancel your event, there are absolutely no fees associated with canceling as long as it is done more than 30 days before your event. If canceled within 30 days of event, deposit may be applied to future date up to 6 months from original event date or be forfeited. Any line item cancellation made to this contract which lowers the amount of the contract will not be allowed. An item may be canceled, but an item with equal or greater value must be added to the contract at that time. If equipment arrives at event site and event is canceled, the remaining balance shall be due. If event is canceled due to inclement weather, we must be notified no less than (1) full business day prior to event. If full business day requirement is met, deposit will be credited toward future event if scheduled for date within 6 months of original event date.	Agreement between the KCCCD, on behalf of Bakersfield College Student Government Association, and Inflatable Adventures. BC Student Government Association will rent the following equipment from Inflatable Adventures for Homecoming Week, October 26-29, 2009: Laser Tag Arena, Mechanical Bull, Rock Wall, and Photo Booth.	E
497		Insight Environmental	INSENV	Doug Shaffer 282-2200	Agreement - Scope of Work		Insight Environmental Consultants		10/01/03	06/30/04	unknown	unknown	Bakersfield College operates four internal combustion engines subject to San Joaquin Valley Air Pollution Control District (APCD) permit requirements.	E

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498		Insight Investments, LLC			Agreement - Statement of Work		Insight Investments, LLC	SRID	06/01/11	06/30/11	This Agreement will apply from the commencement date stated in the Statement of Work, if any, or where no commencement date is specified, from the date of signature by both parties. If IIS commenced the performance of the Services prior to the execution of this Agreement, this Agreement shall nonetheless cover the performance of such Services. This Agreement will continue until the services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out elsewhere herein. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Limitation of Liability and Indemnification, Warranties, and such other provisions of this Agreement which by their nature are intended to survive.	Either party may terminate this Agreement upon written notice to the other party. Customer will be responsible for fees and expenses incurred through the date termination notice is received. Where Customer terminates this Agreement, Customer will pay IIS for additional costs necessarily incurred as a result of early termination of the Services.	Statement of Work between the KCCD and Insight Investments, LLC (IIS). IIS will provide engineering services to assist KCCD in increasing the capacity and performance of its enterprise disk storage infrastructure which is used by mission critical systems such as Banner and Exchange e-mail.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
499	InterScholastic Trading Company, LLC			unknown	Service Agreement		InterScholastic Trading Company, LLC	N/A	06/01/12	06/01/17	The term of this Agreement shall begin on the effective date and shall continue thereafter for one year with automatic one year renewals, not to exceed a maximum total of five (5) years.	Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Either party may terminate this Agreement for no cause by providing thirty (30) days written notice to the other party.	Service Agreement between the Kern Community College District and InterScholastic Trading Company, LLC (InterSchola). This is for InterSchola's services to assist in the selling of the District's surplus property, in compliance with California Education Code Sections 17540-17542, 17545-17547, 60510-60511 and/or 81450-81460. The District will save time and money by eliminating the cumbersome process of selling/auctioning/disposing of its surplus property. InterSchola will oversee all surplus property sales and auctions, correspond with the bidders, and will be responsible for payment collection and transfer of items to the awarded bidders.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
500	Iparadigms, Inc (Turnitin)		IPARAD	Melissa Lipscomb	Agreement - Services -- (See Amendment No. One below)		Iparadigms, Inc (Turnitin)	GU001-214EE1-5650-150100	09/27/08	09/27/09	The initial term of this agreement shall commence on the date set forth in the SPA and extend for a period one (1) year or for the period of time specified in the SPA. Thereafter <b>the agreement may be renewed on the mutual agreement of the parties for additional one (1) year renewal Terms</b> . Prior to expiration of a pending term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the Renewal Term, will be subject to the mutual agreement of the Parties. <b>(See Amendment No. 1 below)</b>	The agreement may be renewed on the mutual agreement of the parties for additional one (1) year Renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be represented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal and any new terms and conditions applicable to the Renewal Team, will be subject to the mutual agreement of the parties. Termination for breach -- In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.	<b>RENEWAL</b> software agreement between the KCCD, on behalf of <b>Bakersfield College</b> (English Research Faculty), and iParadigms, LLC, which offers the service via Turnitin.com. iParadigm, LLC provides an online renew service to the English faculty at BC, teaching English 1A. The service includes Grade mark and Grade Books service as well as plagiarism review. Each faculty can assign the students in the research classes to submit drafts of papers that will be automatically checked for plagiarism; the grade mark and grade book features provide services that allow the faculty and students to share revision feedback and eventual paper grades throughout the writing process. <b>(See Amendment No. 1 below).</b>	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
501	Iparadigms, Inc (Turnitin)		IPARAD	Melissa Lipscomb	Agreement - Services - <b>Amendment No. One (See Amendment No. Two below)</b>		Iparadigms, Inc (Turnitin)	GU001-214EE1-5650-150100	09/27/09	09/27/10	This Amendment Number One of the Registration Agreement entered into between iParadigms, LLC and KCCD on behalf of BC ("Institution") on September 27, 2008 is made as of the date acknowledged and agreed to below. The Extended Term of 12 months, expiring September 27, 2010. <b>(See Amendment No. Two below)</b>	The agreement may be renewed on the mutual agreement of the parties for additional one (1) year Renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be represented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal and any new terms and conditions applicable to the Renewal Team, will be subject to the mutual agreement of the parties. Termination for breach -- In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.	<b>AMENDMENT NO. ONE</b> -- Amendment No. One to the software agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and iPARADIGM, LLC. The Amendment extends the license agreement for an additional twelve month period. iPARADIGM, LLC provides an online review service to the English faculty at BC, teaching English 1A. This service includes grade mark and Grade Books service as well as plagiarism review. Each faculty can assign the students in the research classes to submit drafts of papers that will automatically be checked for plagiarism; the grade mark and grade book features provide services that allow the faculty and students to share revision feedback and eventual paper grades throughout the writing process.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
502	Iparadigms, Inc (Turnitin)		IPARAD	Melissa Lipscomb	Agreement - Services - <b>Amendment No. Two</b>		Iparadigms, Inc (Turnitin)	GU001-214EE1-5650-150100	09/27/10	09/27/11	This Amendment Number One of the Registration Agreement entered into between iParadigms, LLC and KCCD on behalf of BC ("Institution") on September 27, 2008 is made as of the date acknowledged and agreed to below. The Extended Term of 12 months, expiring September 27, 2010.	The agreement may be renewed on the mutual agreement of the parties for additional one (1) year Renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be represented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal and any new terms and conditions applicable to the Renewal Team, will be subject to the mutual agreement of the parties. Termination for breach -- In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.	<b>AMENDMENT NO. TWO</b> -- Amendment No. Two between the KCCD, on behalf of <b>Bakersfield College</b> , and iPARADIGM, LLC. The Amendment extends the term for 12 months, from September 27, 2010 to September 27, 2011. iPARADIGM, LLC provides an online review service to the English faculty at BC, teaching English 1A. The service, Turnitin2, includes originality checking, GradeMark and GradeBook and PeerMark. Each faculty can assign the students in the research classes to submit drafts of papers that will be automatically checked for originality; the GradeMark and GradeBook features provide services that allow the faculty and students to share revision feedback and eventual paper grades throughout the writing process; and PeerMark provides a workflow for online peer review.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
503		iParq, LLC	IPARQ		Contract - Service Contract. There is also a Fund Transfer Agreement; a Proposal for Product and Service Pricing Sheet; a Viper System Lease; and an end-user License Agreement for software Intellectual Property, and Services.		iParq, Intelligent Parking (also known as The Permit Store)		01/01/06	12/31/07	The term of this agreement shall commence upon signature of this agreement by both parties and shall continue from January 1, 2006 to December 31, 2007.	In the event that Client desires to continue services, lparq will provide such services to Client at iParq's then standard rates.	Service Contract agreement between iParq and KCCD. The purpose of this agreement is to state the terms and conditions under which iParq will provide services to KCCD, its departments, subsidiaries, or agents, hereinafter Client. iParq will serve as an Application Service Provider to assist Client in providing parking services to Client clients. These services are defined in the Proposal dated January 1, 2006, from iParq to Client. Additional services requested by Client will be provided pursuant to iParq's then Standard Rates. iParq will provide software upgrades through its ASP services from time to time.	E
504		ISO - Quality Testing		Mathew Wenger	Agreement - Testing center Site Agreement		ISO Quality Testing	N/A	04/01/08	04/01/10	Term - The term of this Agreement will commence on the effective date in the first paragraph of this agreement and will expire twenty-four months after the effective date, unless terminated earlier as provided in this Agreement. <b>Following the initial Term, this Agreement may be renewed for another 24-month period, unless terminated earlier as provided in this Agreement.</b> Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.	Termination -- Either party may terminate this Agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this Agreement, or with cause of any kind, IQT may immediately terminate this Agreement. Termination will be in addition to any other remedies either party may have. Subject to any right of set off or other remedy, termination will not affect: (i) payment for Services furnished prior to termination; (ii) Academic Institution's and IQT's compliance with this Agreement for Services actually furnished. If Academic Institution subcontracts, sells, or otherwise transfers or assigns, Academic Institution's business, or any part thereof, including responsibility for the Services described in this Agreement, without IQT's prior written consent, IQT may, in its sole discretion, temporarily suspend testing, and thereafter terminate this Agreement. At the expiration or termination of this Agreement, Academic Institution agrees to abide by the expiration or termination steps in the Administration Manual.	Agreement between the KCCD, on behalf of Bakersfield College, and ISO-Quality Testing, Inc. Bakersfield College will provide testing services to ISO-Quality candidates. BC shall be paid fee of \$30.00 for the first two hours and \$10.00 for every additional hour for each examination administered to a candidate. BC shall be paid the full fee of the exam scheduled for No Show candidates.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
505		IssueTrak	ISSTRA	Mike Wright 757-213-1303	Agreement - Engagement Order		Issue Trak Inc.	GU001	07/01/07	09/30/07	unknown	unknown	Work order between the KCCD and IssueTrak Inc. IssueTrak will provide implementation and training services to aid KCCD in its migration to a district wide standardized Help Desk management software platform.	E
506		Iturasec	ITURAS		Agreement - Statement of Work		Iturasec, Inc.	SRID	10/01/08	02/28/09	unknown	unknown	Statement of Work between KCCD and Iturasec, Inc. Iturasec will provide consulting services to perform a Wireless networking (WiFi) site survey at <b>Porterville College</b> . The documented results of the WiFi site survey will serve as the design roadmap for all future deployments of WiFi services at PC.	E
507		Iturasec	ITURAS		Agreement - Professional Services Agreement and Statement of Work		Iturasec, Inc.	SRID	10/01/08	02/28/09	unknown	unknown	Statement of Work between KCCD and Iturasec, Inc. Iturasec will provide consulting services to perform a Wireless networking (WiFi) site survey at <b>Porterville College</b> . The documented results of the WiFi site survey will serve as the design roadmap for all future deployments of WiFi services at PC.	E
508		Iturasec	ITURAS		Agreement - Wi-Fi Site Survey Proposal and Scope of Work		Iturasec, Inc.	SRID	11/01/09	11/01/10	Period of performance: The term of this Agreement will commence on November 1, 2009. Expiration of service will be determined as one year from the date of commencement.	unknown	Statement of Work between KCCD and Iturasec, Inc. Iturasec will provide consulting services to perform a Wireless networking (WiFi) site survey at <b>Cerro Coso Community College</b> . The documented results of the WiFi site survey will serve as the design roadmap for all future deployments of WiFi services at CCCC.	E

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509	Jacobs Technology, Inc			Dale Gates	Agreement - for Services		Jacobs Technology, Inc	CE010 - Contract Ed	03/15/11	03/24/11	The term of this Agreement begins March 15, 2011 and extends through the following date: March 24, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Cerro Coso Community College, and Jacobs Technology, Inc. CCCC will provide a customized Microsoft Office Project 2007 Training series for Jacobs Technology, Inc., through Contract Education. This contract provides for four, 4-hour classes on 3/15/11, 3/17/11, 3/22/11 and 3/24/11.	R, E
510	Jacobs Technology, Inc			unknown	N/A		Jacobs Technology, Inc	RP219 Special Projects Funding	N/A	N/A	N/A	N/A	Donations to the KCCD, on behalf of Cerro Coso Community College, from Jacobs Technology Inc., DCS Corporation, and New Directions Technologies Inc. Jacobs Technology Inc. has donated \$5000, DCS Corporation has donated \$5000, and New Directions Technologies Inc. has donated \$5000 for continuing support of the Engineering Program at CCCC. The donations will be used toward the payment of faculty teaching in the Engineering Program.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
511	Jacobson, Betts and Company			Vance B. Jacobson	Agreement - Consulting		Jacobson, Betts and Company	GU001	07/01/11	completion of the study process	This Agreement will become effective when signed by both parties and will terminate on the earlier of: The date Consultant completes the services required by this Agreement, or the date either party terminates the Agreement as provided.	Either party may terminate this Agreement at any time by giving 7 days written notice of termination. Consultant shall be entitled to full payment for services satisfactorily performed prior to the date of termination.	Consulting Agreement between the KCCD and Jacobson, Betts & Company. This District solicited proposals from firms to render consulting services to the District for the purpose of conducting a wage/classification study for the Classified unit per the CSEA collective bargaining agreement. Review and analysis of the five (5) proposals received resulted in the selection of Jacobson, Betts and Company to render the services. Services that may be performed under the Agreement include development and recommendations for job classifications, updating job descriptions and job classifications; analysis of competitive salaries and classification/salary structure; utilizing licensed products for decision-support including JOBMEAS™ and SALPLAN™, and otherwise consulting as directed within the scope of the proposal.	E

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512		Joint Apprenticeship Councils		Scott Payne	Agreement - Apprenticeship Program Agreement		Joint Apprenticeship Councils	RP431	07/01/09	06/30/11	The initial term of this agreement shall commence on July 1, 2009 and end on June 30, 2011. Hereinafter, if both parties agree to continue the Apprenticeship Programs, negotiations for a new agreement shall be concluded by May 1st, 2011.	unknown	<b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and the Joint Apprenticeship Councils (JAC). BC provides related and supplemental vocational education for students in the Apprenticeship Program. JAC provides and maintains necessary instructional materials, equipment, tools and facilities to conduct the instructional program. KCCD will compensate JAC for the use of facilities and Apprenticeship Coordinators/Training Directors. The source of funding for these programs is State Apportionment and Workability Programs.	R, E

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513		Jorgensen & Co.		Bobbie Smith	Agreement - Contractor Service		Jorgensen & Co.	N/A	09/01/09	09/01/10	The initial term of this Agreement shall begin effective September 1, 2009 and shall end on September 1, 2010. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.	One party may terminate this Agreement prior to its expiration as follows: (A) If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation. (B) If the other party fails to comply with the insurance or indemnification requirements of this Agreement. (C) If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on College's premises or otherwise in connection with this Agreement. (D) Without cause, on thirty (30) calendar days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.	Agreement between the KCCD on behalf of Bakersfield College, Porterville College and Cerro Coso Community College and Jorgensen & Co. BC Allied Health students are required to wear masks in the clinical setting in order to be compliant with Cal/Osha rules. Masks must be "fit tested" by trained personnel. This is a contractor service agreement with Jorgensen & Co. to utilize their services to fit test allied health students. This contract will result in no cost to KCCD, but will require the students to pay Jorgensen directly upon receiving service.	N/A
514		Karn, Robert A. & Associates		Robert A. Karn 707-435-9999	Work Order Project		Robert A. Karn & Associates, Inc.		N/A	N/A	For the preparation of the Draft and Final Annual Engineer's Report and Assessment Roll data for KCCD 2011-2012.	unknown	Work Order FOR THE SERVICES OF Robert A. Karn & Associates, Inc. This Work Order will engage Robert A. Karn & Associates, Inc. to render services in the preparation of the draft and final Annual Engineer's Reassessment Report and Assessment Roll data for the District for fiscal year 2011-2012 Special Assessment, in accordance with requirements and guidelines for fiscal year 2011-2012 Special Assessment, in accordance with requirements and guidelines specified in the letter of April 5, 2011 from the Kern County Auditor-Controller-County Clerk's office.	E

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515		KC Air Pollution Control Dist.		David Jones 661-862-5250	Agreement - # 07- 013-2009		Kern County Air Pollution Control District	GU001	07/09/09	06/30/14	This Agreement shall be deemed in force as of the date first written and shall remain <b>in effect until the end of the five (5) year reporting period</b> indicated in Section 3, unless sooner terminated as hereinafter provided.	(a) Breach of Agreement - the District may immediately suspend or terminate this agreement, in whole or in part, where in the determination of the District there is: (1) An illegal or improper use of funds; (2) A failure to comply with any term of this agreement; (3) A substantially incorrect or incomplete report has been submitted to the District; or (4) Services are improperly performed. In no event shall any payment by the District constitute a waiver by the District of any breach of this agreement or any default which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. This District shall have the right to demand of the Contractor the repayment to the District of any funds disbursed to the Contractor under this agreement which in the judgment of the District were not expended in accordance with the terms of this agreement. The Contractor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this agreement. (b) Without Cause - either party may terminate this agreement at any time upon giving the other party at least thirty (30) days advance written notice of its intention to terminate. In such case, the Contractor shall,	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Kern County Air Pollution Control District (KCAPCD). CCCC will scrap a 2002 Ford Taurus and provide proof that the drive train has been destroyed. It will be replaced with a 2009 or 2010 Toyota Camry 4-cylinder Partial Zero Emission Vehicle (PZEV) or other vehicle determined by the Air Pollution Control Officer to have equivalent emissions rating. This will allow another vehicle, with reduced emissions, to be added to the Cerro Coso fleet, lowering pollution. KCAPCD will pay 40.3% of the project's final cost up to a maximum grant of \$9,700. This amount shall be reduced by any rebates or subsidies received by KCCD that were not considered in determining the amount to be paid by KCAPD under this agreement. At least 59.7% of project's final cost shall be paid by KCCD.	R, E

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516		KC Public Health, Emergency Medical Services Division		Mathew Constantine	Community/Contract Education STSA-004 #110062		Kern County Public Health, Emergency Medical Services Division	CE089	03/14/11	06/30/11	This schedule shall be effective on April 12, 2011 and shall terminate no later than June 30, 2011.	The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. Mail, postage prepaid. Should the Purchasing Agent terminate this Agreement as provided herein, County shall pay Speaker/Trainer for all satisfactory services rendered by Speaker/Trainer prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.	Speaker/Training Services Agreement between the KCCD, on behalf of Bakersfield College, and Kern County, Public Health Emergency Medical Services Division. The Kern County Public Health Department has secured funding for training consisting of two 16-hour courses on "First Responder Operations and Decontamination for Healthcare Providers", in the amount of \$10,000 and has requested that the BC Fire Technology Department, who has approved State Certified Instructors, to teach the defined courses. This training will take place at the Olive Drive Fire training Center and will prepare ER staff on how to deal with patients who present themselves at any of our hospitals located in Kern County contaminated with an industrial chemical or biological agent.	R, E

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517		KC Public Health, Emergency Medical Services Division		Mathew Constantine	Community/Contract Education STSA-004 #110061		Kern County Public Health, Emergency Medical Services Division	CE089	03/14/11	06/30/11	This schedule shall be effective on April 12, 2011 and shall terminate no later than June 30, 2011.	The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. Mail, postage prepaid. Should the Purchasing Agent terminate this Agreement as provided herein, County shall pay Speaker/Trainer for all satisfactory services rendered by Speaker/Trainer prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.	Speaker/Training Services Agreement between the KCCD, on behalf of Bakersfield College, and Kern County, Public Health Emergency Medical Services Division. The Kern County Public Health Department has secured funding for training consisting of ten 4-hour courses on "Temporary Medical Shelter Set-Up", in the amount of \$7,000 and has requested that the BC Fire Technology Department, who has approved State Certified Instructors, to teach the defined courses. This training will take place at the Healthcare agency and will prepare agency staff on how to set-up a medical shelter.	R, E



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518		Kern County Sheriff's Department			Memorandum of Understanding		Kern County Sheriff's Department	GU001	04/08/10	04/08/15	This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect until April 8, 2015, or until duly modified or terminated by the parties.	This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided by law. This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the needs of currently enrolled students when determining a termination date. The indemnification provisions contained in this MOU shall survive termination.	Memorandum of Understanding (MOU), between the KCCD, on behalf of Cerro Coso Community College, and the Kern County Sheriff's Office. This is an on-going partnership between the district and the sheriff's department, which has been in place for over a decade. The purpose of this MOU is to continue to provide credit bearing educational programs and services delivered by Kern County Sheriff's Office Personnel offering quality law enforcement training programs in Kern County, improving community safety and partnering with other entities to promote crime prevention and intervention.	R,E

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519		Kern County Superintendent of Schools		Roy Marchetti 661-636-4559	Network Support Agreement		Kern County Superintendent of Schools	GU001	07/01/10	06/30/13	The term of this Agreement shall be from the date hereof for a period of three (3) years with the option of automatically extending this agreement two (2) additional years, unless this Agreement is terminated sooner pursuant to Paragraphs 20 and/or 25 below.	This Agreement may be terminated at the conveniences of either party upon six (6) months' written notice. Because of July 1st fiscal year boundaries, termination notice can only be submitted by either party between July 1st and December 31st of the current fiscal year. This will allow either party to plan and budget appropriate for the subsequent fiscal year. Within thirty (30) days of termination of this Agreement, KCCD shall return to KCSOS in good working order all equipment and software provided by KCSOS pursuant to this Agreement. In the event that the equipment or software requires special removal procedures, the KCCD shall make necessary arrangements for access to the equipment and software such that the equipment and software may be removed and returned to KCSOS within the 30-day time period.	Network Support Agreement between the KCCD and the Kern County Superintendent of Schools (KCSOS). The services to be provided by KCSOS under this support agreement are for the ongoing monitoring, maintenance and repair of the microwave network utilized by KCCD to interconnect the District Office, Bakersfield College main campus, Bakersfield College Delano Campus, Cerro Coso College IWV campus, and Porterville College. KCCD has had a formal network support agreement in place with KCSOS since 2003 and with the execution of this new support agreement, KCCD continues in its partnership with KCSOS of relying on the Microwave network to conduct its business. Under this new agreement, a total of 330 Megabits of network bandwidth will be reserved for KCCD's current and future use of which 180 Megabits will be allocated for immediate use. The annual cost of this new agreement is approximately 22% higher than previous years' agreements because KCCD will be using 22% more network bandwidth at the start of this agreement to meet its increased network bandwidth requirements.	E
520		Kern County Superintendent of Schools		Chris Hall	Amendment of Agreement for Maintenance, Monitoring and Management of Microwave/ATM Network		Kern County Superintendent of Schools	GU001	09/01/11	08/31/14	This Agreement will be effective on September 1, 2011 to August 31, 2014	This Agreement may be terminated at the convenience of either party upon sixty (60) days written notice.	Amend a Network Support Agreement between the KCCD and Kern County Superintendent of Schools (KCSOS). This amendment lowers the annual expense for Microwave Network Support services provided by KCSOS to KCCD fro \$129,796 to \$11,718. This reduction is the result of KCCD decreasing the amount of network bandwidth it utilizes on the network supported by KCSOS. This was accomplished by installing and using some lower cost fiber network services from AT&T.	E

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521		Kern County Superintendent of Schools			Statement of Work /Memo of Understanding		Kern County Superintendent of Schools	GU001	06/01/10	06/30/10	Term: <b>June 1, 2010 - June 30, 2010.</b> In executing a Purchase Order for the services to be performed by KCSOS, KCCD agrees to pay a one time cost of \$56,000 as outlined in the "Costs" section and enter into a restructured Network Support agreement with KCSOS that will begin on July 1, 2010 and run for a period of 3 years (June 30, 2013). The one-time cost is necessary to upgrade the Microwave network in order to meet KCCD's current and future network bandwidth needs. The restructured support agreement will serve as the renewal for the current agreement which is set to expire on June 30, 2010. (see contract for more info)	unknown	Statement of Work /Memo of Understanding between the KCCD and the Kern County Superintendent of Schools (KCSOS). KCSOS will provide the necessary engineering services to upgrade the microwave network jointly owned by KCCD and KCSOS. These upgrades will address KCCD's need for more network bandwidth between the District Office and the College locations served by the network. These upgrades will provide KCCD with a 22% increase in Network Bandwidth for immediate use and reserve additional network bandwidth for future growth without requiring the need for additional one-time costs. KCCD's need for and use of additional network bandwidth will result in a corresponding increase in the annual costs for network support provided by KCSOS to KCCD.	E
522		Kern County Superintendent of Schools		Alicia Mil	Agreement		Kern County Superintendent of Schools	N/A	03/15/12	03/15/12	3/15/12 10:25 a.m. to 1:00 p.m.	unknown	Agreement between the KCCD, on behalf of Bakersfield College, and the Kern County Superintendent of Schools. This contract allows BC to participate in the Leaders in Life Youth Conference Resource Fair that will be held on March 15, 2012 at the Rabobank Convention Center in order to provide Career Pathway program information, matriculation and student services resources to middle and high school students at no cost to the District.	R=0; E=0

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523		Kern Economic Development Corporation		Richard Chapman	Agreement - Contract Services Agreement		Kern Economic Development Corporation	RP144- Business Assistance Center; RP149- Workplace Learning	01/01/10	12/31/10		This agreement may be amended or cancelled by mutual consent of the parties. In the event of termination, AGENCY agrees to reimburse District for actual costs incurred to date of cancellation.	Agreement between the KCCD and the Kern Economic Development Corporation (KEDC). The KCCD agrees to provide a coordinated business survey and visitation program to selected businesses in the Kern Economic Development Corporation. The KCCD Business Assistance Center and the Contract Education Department will outreach between 2,500-3,100 businesses key industry sectors, conduct an on-site visitation program to at least 100 businesses and follow-up process in collaboration with Kern Economic Development Corporation. Additional visitations for the purpose of defining workforce training needs and developing workforce. Additional visitations for the purpose of defining workforce training needs and developing workforce training proposals; provide business referrals to outside agencies for support not provided by KCCD or Kern Economic Development Corporation will be made.	R

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524		Kern Economic Development Corporation		Richard Chapman	Agreement - Subgrant Agreement for <b>Services</b>		Kern Economic Development Corporation	RP442 DOL Grant	03/01/09	02/28/13	The term of this Agreement begins 04/01/10 and extends through the following date: 03/30/13, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a materials breach of this Agreement and fails to cure the breach within 15 days after written demand.	Subgrant agreement between the KCCD, Clean Energy Training Center, and the Kern Economic Development Corporation, for services under the U.S. Department of Labor (DOL) Employment and Training Administration. The master grant agreement (GJ-20075-10-60-A-6) was previously approved by the Board of Trustees at the April 2010 board meeting. This project will train 650 utility, 250 wind and 350 solar operations and maintenance technicians. Under the subgrant agreement, the Kern Economic Development Corporation (KEDC) will assist the District by establishing, recruiting, organizing, coordinating, and convening the Green Employer Council. The KEDC will also work with employers to identify field training opportunities for program participants and follow-up with employers to track retention and determine employer satisfaction levels with the quality of trainees hired.	E

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525		Kern Economic Development Corporation		Richard Chapman	Subgrant Agreement - <b>WIA/Energy Recovery Act</b>		Kern Economic Development Corporation	RP461-WIA/Energy Recovery Act	09/01/09	06/30/11	The term of this Agreement begins 10/01/09 and extends through the following date: 06/30/11, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a materials breach of this Agreement and fails to cure the breach within 15 days after written demand.	Subgrant agreement between the KCCD, Clean Energy Training Center, and the Kern Economic Development Corporation, for services under the California Employment Development department in partnership with the California Energy Commission State Energy Program (SE). The master grant agreements (KO76828, KO77133) were previously approved by the Board of Trustees at the December 2009, and February 2010 meetings. The District will provide eligible participant Clean Energy Workforce Training. Under the subgrant agreement, the Kern Economic Development Corporation (KEDC) will assist in meeting the goals by establishing, recruiting, organizing, coordinating, and convening the Green Employer Council. The KEDC will also conduct three semi-annual labor market analyses in the utility worker, solar technician, and wind technician occupations.	E

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526		Kern Schools FCU	KERSCH	Penelope Fulton	Contract - Financial Services/Customized Student ID Card		Kern Schools Federal Credit Union	GU001	04/22/08	04/22/13	unknown	unknown	Contract for a Customized Student ID-One Card for Bakersfield College, Cerro Coso College and Porterville College, Bid No. B08-3539, as recommended in the Business Services Report. The bids have been tabulated, reviewed and recommendations made. KCCD wishes to provide customized transactional FDIC insured demand deposit accounts (DDA) to every enrolled student, faculty, staff and alumni association members. The DDA should offer enhanced financial services including: electronic refund disbursements (including financial aid), payroll direct deposit, on-line account access, and allow for deposits and withdrawals. It is the intention of KCCD to introduce a new innovative program to reduce administrative costs, streamline business processes, increase customer services for students, bring new technology to the campus and eliminate significant costs and handling associated with the disbursement of all student account refunds.	R
527		Kern Surgical Supply	KERSUR	800-582-3939	Contract - Preventive Maintenance and Service Contract		Kern Surgical Supply		08/19/04	02/01/05	This contract shall renew upon written notice by Bakersfield College.	Termination may be done by written notice.	Kern Surgical Supply will provide one Preventive Maintenance visits per year during the effective contract period. Preventive maintenance visits shall be made at approximately equal intervals during the contract period and scheduled by appointment during regular business hours. Covered equipment is listed on attached page. During these preventive maintenance visits, all equipment will undergo operational and functional inspection along with field calibration. All equipment will be checked for patient safety and a written record of services performed will be provided to customer. Additional visits, which are a result of unavailability of equipment, may be at customers expense in accordance with current rate for service.	E

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528		Kern Valley Plaza Partners, LP.			Seventh Amendment		Kern Valley Plaza Parterns, L.P.	GU001	08/01/11	07/31/13	The Lease expiration date shall be extended to July 31, 2013		Seventh Amendment to the Lease Agreement dated July 15, 1991, as amended, between the KCCD, on behalf of Cerro Coso College, Kern River Valley, and Kern Valley Plaza Partners, and Kern Valley Plaza Partners, L.P. a California limited partnership. This Seventh Amendment extends the term of the initial Lease by two years, to July 31, 2013. The Cost of Living Adjustment to the Base Rent is suspended for the full term of this lease extension period. All other terms and conditions of the Lease Agreement remain unchanged.	E
529		Kings County		John S. Lehn	Non-Financial Agreement #07-21NF		Kings County	N/A	07/01/06	06/30/09	The effective term of this Agreement is July 1, 2006 to June 30, 2009 unless sooner terminated as provided herein.	(a) Written Notice - This Agreement may be terminated by either party without cause, at its sole discretion, upon thirty (30) day's written notice thereof to the other party. (b) Failure to perform: JTO, upon written notice to the Subagent, may terminate this Agreement should the Subagent fail to perform properly any of its obligations hereunder; provided, however, that JTO's termination for failure of the Subagent to perform may not be exercised until thirty (30) days after the Subagent has received from JTO a written notice specifying the failure to perform and the Subagent has failed to correct such a failure of performance within thirty (30) days after receipt of said notice. JTO will reimburse the Subagent for all allowable costs of performance rendered prior to termination pursuant to this clause. (c) Cessation of Funding: Notwithstanding Paragraph 17 a., the event that the federal, State or other non-County funding for this Agreement ceases, this Agreement is terminated. (see agreement for more information.)	Agreement between the KCCD, on behalf of Porterville College, and the Kings County Job Training Office. Kings County Job Training Office (JTO) will provide PC with Individual Training Account Agreements (ITA) for each authorized client referred for training. PC will provide the training.	N/A



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530		Klein-Denatale-Goldner Cooper, Rosenlieb & Kimball, LLP	KLEDEN	Jay Rosenlieb	Agreement - Retainer Agreement		Klein-Denatale-Goldner Cooper, Rosenlieb & Kimball, LLP	GU001				unknown	In the event that you determine that you do not want this firm to continue to represent you, you have the right to terminate our services upon written notice at any time. We also have the right to terminate our services to you upon written notice if you fail to pay in full each statement as submitted, to cooperate on a reasonable request, fail to disclose material facts, or if we determine that continuing services to you would be unethical, impractical, or improper. Termination of our services, by either party, will not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter (including, without limitation, the cost incurred in making copies of the file or other papers released to you).	Agreement between KCCD and Klein, DeNatale, Goldner, Cooper, Rosenlieb, and Kimball, LLP, for legal services. The KCCD requires legal services (paralegal assistants and investigators) to represent the District's interests in connection with a matter involving the McFadden vs. KCCD case.	E
531		KTIP Radio AM 1450		Jill Pritchard	Agreement - Radio Broadcast Agreement		KTIP Radio AM 1450	N/A	08/01/12	07/31/13	08/01/12 - 07/31/13	Station shall have the right to cancel this contract upon default by advertiser in the payment of bills or other material breach. Upon cancellation all broadcasting done hereunder and not paid shall become immediately due and payable at the earned rate.	Agreement between the KCCD, on behalf of Porterville College, and KTIP Radio AM 1450. PC will advertise through broadcasts with the local station - KTIP Radio AM 1450.	E	
532		KTIP Radio		Mimi Stoneburner	Agreement - PC CalWORKs Work Study Agreement (Off-Campus Agreement) # 201130-013 / No. 6174		KTIP Radio	RP212-Tulare County Health and Human Services Administration	09/27/11	06/30/12	This Agreement, when executed, shall be in effect as of the date specified above, and shall continue in effect until June 30, 2012 or upon written notification of student ineligibility.	shall continue in effect until June 30, 2012 or upon written notification of student ineligibility.	CalWORKs Work Study Off-Campus Agreement between the KCCD, on behalf of Porterville College, and KTIP Radio. KTIP Radio will provide intern positions for eligible PC students in the CalWORKs program majoring in Business Administration, Business, Information Systems, and/or Office Technology, or those who meet the criteria for skills required, Potential job skills include website development, gathering new information, conducting interviews, and the recording, editing, and writing of news stories.	R, E	

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533		Lewis CTR- Educ. Research Agmts.		Chris Piercy 760-242-3783	Agreement - K-16 Bridge Program Community College Memo of Understanding		Immanuel Christian School	N/A	04/22/09	04/22/11	2 years	unknown	MOU between the KCCD, on behalf of <b>Cerro Coso Community College, Immanuel Christian School, and the Lewis Center for Education Research</b> . The Lewis Center will implement and manage the K-16 Bridge Program. CC and various schools will provide the Lewis Center the necessary data and program to support the K-16 program. The Lewis Center will provide 2,000 customized My Mentor website accounts tailored to the College, 2,000 EUREKA career assessment accounts, and other services deemed necessary to sustain the K-16 Bridge Program. Immanuel Christian School will provide a staff member to be the Bridge Program coordinator and agree to implement the Bridge Program in core classes following the program guidelines, and other activities. There is no cost to the Immanuel Christian School for juniors and seniors. Enrolling students below this level will be required to pay a \$2 annual charge, per student to the Lewis Center.	N/A

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534		Lewis CTR- Educ. Research Agmts.	LEWCEN	Rick Piercy 760-946-5412 ext. 201	Contract - K-16 Bridge Program Comm. Coll. Contract		Lewis Center for Educational Research	GU001	07/01/10	06/30/12	This Agreement is effective upon execution by both of the parties and shall continue in full force and effect for two (2) years.	<p>This Agreement may be terminated by either party with or without cause, with thirty (30) days prior written notice. Upon termination, Lewis Center will refund any annual fees paid by College pro-rated by monthly amounts based upon the date of termination. The start up fees will not be refunded. If the termination occurs at a time where the Lewis Center is owed annual fees, all fees due and owing at the time of termination occurs will be paid by College to Lewis Center as pro-rated by monthly amounts based upon the date of termination. For the purposes of this provision, regardless of the time of the month that a termination occurs, Lewis Center shall be deemed to have worked through the end of the month.</p>	<p>Contract between the KCCCD, on behalf of <b>Cerro Coso Community College, and the Lewis Center for Educational Research.</b> The Lewis Center for Educational Research will provide the K-16 Bridge Program to CCCC. The K-16 Bridge Program is an outreach approach to begin focusing K-12 children on planning for college. The program has been tested with Victor Valley College and has produced excellent results. It was developed through a Title V grant and is now being made available to other California community colleges. The Lewis Center will provide website accounts tailored to the College, 2000 EUREKA career assessment accounts, customized career survey and database, and K-16 Bridge Program training, support, and curricular materials. It also provides services and general program logistics coordination of the K-16 Bridge Program to CCCC. The 2,000 My Mentor accounts will be distributed out between participating K012 public school districts. Each additional My Mentor accounts will be distributed out between participating K-12 public school districts. Each additional My Mentor account beyond the designated K-12 districts' allotment will cost them \$1.00 each per year.</p>	E

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535		Lewis CTR- Educ. Research Agmts.		Chris Piercy 760-242-3783	Agreement - K-16 Bridge Program Community College Memo of Understanding		Mojave Unified School District, and the Lewis Center for Educational Research	N/A	N/A	N/A	unknown	unknown	MOU between the KCCD, on behalf of <b>Cerro Coso Community College, Mojave Unified School District and the Lewis Center for Educational Research</b> . The Lewis Center will implement and manage the K-16 Bridge Program. The Lewis Center will provide 2,000 customized My Mentor website accounts tailored to the College, 2,000 EUREKA career assessment accounts, and other services deemed necessary to sustain the K-16 Bridge Program. Mojave Unified School District will provide a staff member to be the Bridge Program coordinator and agree to implement the Bridge Program in core classes following the program guidelines, and other activities. There is no cost to the Mojave USD for juniors and seniors. Enrolling students below this level will be required to pay a \$2 annual charge, per student to the Lewis Center.	N/A

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536		Lewis CTR- Educ. Research Agmts.		Chris Piercy 760-242-3783	Agreement - K-16 Bridge Program Community College Memo of Understanding		Owens Valley Unified School District and the Lewis Center for Education Research	N/A	N/A	N/A	unknown		MOU between the KCCD, on behalf of <b>Cerro Coso Community College, Immanuel Christian School, and the Lewis Center for Education Research</b> . The Lewis Center will implement and manage the K-16 Bridge Program. CC and various schools will provide the Lewis Center the necessary data and program to support the K-16 program. The Lewis Center will provide 2,000 customized My Mentor website accounts tailored to the College, 2,000 EUREKA career assessment accounts, and other services deemed necessary to sustain the K-16 Bridge Program. Immanuel Christian School will provide a staff member to be the Bridge Program coordinator and agree to implement the Bridge Program in core classes following the program guidelines, and other activities. There is no cost to the Immanuel Christian School for juniors and seniors. Enrolling students below this level will be required to pay a \$2 annual charge, per student to the Lewis Center.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
537		Lewis CTR- Educ. Research Agmts.		Chris Piercy 760-242-3783	Agreement - K-16 Bridge Program Community College Memo of Understanding		Sierra Sands Unified School District, and the Lewis Center for Educational Research	N/A	N/A	N/A	unknown	unknown	MOU between the KCCD, on behalf of <b>Cerro Coso Community College, the Sierra Sands Unified School District, and the Lewis Center for Education Research.</b> The Lewis Center will implement and manage the K-16 Bridge Program. Cerro Coso Community College and various schools will provide the Lewis Center the necessary data and program to support the K-16 program. The Lewis Center will provide 2,000 customized My Mentor website accounts tailored to the College, 2,000 EUREKA career assessment accounts, and other services deemed necessary to sustain the K-16 Bridge Program coordinator and agree to implement the Bridge Program in core classes following the program guidelines, and other activities. There is no cost to the Sierra USD for juniors and seniors. Enrolling students below this level will be required to pay \$2 annual charge, per student to the Lewis Center.	N/A

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	
538		Lewis CTR- Educ. Research Agmts.		Chris Piercy 760-242-3783	Agreement - K-16 Bridge Program Community College Memo of Understanding		Tehachapi Unified School District, and the Lewis Center for Educational Research	N/A	04/22/09	04/22/11		This Agreement is effective upon execution by both of the parties and shall continue in full force and effect for two (2) years. This Agreement may be terminated by any party with or without cause, with thirty (30) days prior written notice. For the purposes of this provision, regardless of the time of the month that a termination occurs, Lewis Center shall be deemed to have worked through the end of the month.	MOU between the KCCD, on behalf of <b>Cerro Coso Community College, the Tehachapi Unified School District, and the Lewis Center for Education Research</b> . The Lewis Center will implement and manage the K-16 Bridge Program. CC and various schools will provide the Lewis Center the necessary data and program to support the K-16 program. The Lewis Center will provide 2,000 customized My Mentor website accounts tailored to the College, 2,000 EUREKA career assessment accounts, and other services deemed necessary to sustain the K-16 Bridge Program. Tehachapi Unified School District will provide a staff member to be the Bridge Program coordinator and agree to implement the Bridge Program in core classes following the program guidelines, and other activities. There is no cost to the Tehachapi, USD for juniors and seniors.	N/A	
539		Liebert Cassidy	LIECAS	Cynthia Weldon	Agreement - Special Services		Liebert Cassidy Whitmore	GU001-140HR0-5119-673000	06/01/08			The term of this Agreement is twelve (12) months commencing July 1, 2011. The term may be extended for additional periods of time by the written consent of the parties.	This agreement shall be terminable by either party upon thirty (30) days written notice.	<b>RENEWAL</b> special services agreement between KCCD and Liebert Cassidy Whitmore, a Professional Law Corporation. The Attorney(s) agree to provide the District, along with 12 other public agencies which make up the Central California Community College District Employment Relations Consortium, with five days of group training relating to employment relations issues.	E

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540		Loch Ness Productions	LOCNES	Mark Petersen	Agreement - Video Software Performance License		Loch Ness Productions	RP339-215DN0-5650 & 4310-191100			This License shall continue for a term of fifty (50) years or until otherwise terminated.	LNS retains the unqualified and irrevocable right to terminate this Agreement at any time without cause, upon verbal, written or electronically transmitted notice to BC. Use of the show for any purpose outside the scope of this License without first obtaining our express written permission shall be a breach of this License. In such event, or if BC fails in any of your obligations under this Agreement, this License shall automatically terminate, and BC shall promptly return all show materials. If the termination is due to a breach, LNS shall be entitled to all proceeds of any kind received by BC for such unauthorized use.	Performance License Agreement with Loch Ness Productions, regarding a collection of copyrighted audio, visual, and textual materials titled "Season of Light" program for the BC Planetarium. Loch Ness Productions agrees to provide BC "Season of Light" video software for exhibition viewing at BC Planetarium. The Performance License Agreement includes the audio, visual, and textual materials of this specific program. The complete provisions and restrictions regarding the use of software are provided in said agreement.	E
541		Lockheed Martin		Joseph D. Segrest	Agreement - Bi-Lateral Non Disclosure Agreement		Lockheed Martin Services, Inc.		07/05/07	07/15/12	This agreement shall continue in force for a term of five (5) years from the date shown.	This agreement shall continue in force for a term of five (5) years from the date shown, but prior to the expiration of such term, may be terminated at any time by either Party giving thirty (30) days prior written notice to the other Party; provided, however, the obligations to protect Proprietary information continued herein shall survive such expiration or termination for the time period set forth in section 4 herein.	Bi-Lateral Non Disclosure Agreement between the KCCD, on behalf of Cerro Coso Community College, and Lockheed Martin Services. Sets forth the terms and conditions for the future use and disclosure of confidential Proprietary information by either party to the other.	N/A



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
542		Los Angeles Community College District		Bobby McNeel 323-233-4041	Contract - to deliver curricular to Kaiser Permanente at Weill Institute		Los Angeles Harbor College District	New CE	07/01/07	06/30/08		<p>This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.</p> <p>This agreement shall be for the term set forth, unless sooner terminated pursuant to the terms hereof.</p>	<p>New agreement between the KCCD, on behalf of Bakersfield College Workforce Learning Resource Center, and Los Angeles Harbor College. BC Workforce Learning Resource Center will deliver customized curriculum in Keyboarding and Medical Terminology created by Los Angeles Harbor College for Kaiser Permanente at the BC Weill Institute. BC Workforce Learning Resource Center will provide textbooks, classroom supplies, and equipment. BC will provide instructional salaries to deliver said curriculum along with the administrative functions to implement the training.</p>	R

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543		Los Angeles County Purchasing Partnership Agrmt		Bill Carpou 949-225-2300 ??	Contract - Term Contract Award, Internal Services Department		Los Angeles County Purchasing Partnership Agrmt		2004		unknown	The County may, by written notice to the vendor, immediately terminate the right of the vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.	Los Angeles County contract award -- Piggyback for Ikon Office Solutions West, Inc.	
544		Lozano Smith	LOZSMI	Gregory A. Wedner	Agreement - Professional Services		Lozano Smith	GU001	2009	2010	No end date. In 2014, new agreement to be drawn.	unknown	Legal services agreement between the KCCD and the law firm of Lozano Smith, a professional corporation. Lozano Smith will provide legal services as reasonably required to represent the District in such matters, and take reasonable steps to keep the District informed of significant developments and respond to District's inquiries regarding such matters.	E

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545		Luminis		Justin Chelland 410-307-6688	Agreement - Lease Purchase		Luminis	GU001	12/2007	Not to exceed 6 years	from 12/2007 to 12/2012	unknown	Lease Purchase Agreement for the acquisition of the Sun Gard Higher Education Inc.'s Luminis software as well as required hardware and project implementation costs. The Board of Trustees at their regular meeting of December 13 authorized the acquisition of the Sun Gard Luminis software product. In order to better manage the Districts future cash flows it is recommended to finance this entire project through a lease purchase agreement over at least a four year period. The projected implementation costs are approximately \$600,000.	E
546		Mammoth Community Water District	MAMCOM	John Pedersen	Agreement - Easement Resolution		Mammoth Community Water District	N/A	N/A	N/A	unknown	unknown	Easement Agreement on behalf of KCCD for the Eastern Sierra College Center, Mammoth Lakes, California, to the Mammoth Community Water District. This is necessary in order to be able to get water and sewer service to the facility.	N/A
547		Mammoth Lakes Fire Protection District		Bill Harper	Agreement - Instructional Services Master Agreement		The Mammoth Lakes Fire Protection District	N/A	3/2008	3/2013		<p>This Master Agreement or any related ISA may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 60 calendar days after actual receipt of the written notice. Both parties agree to consider the needs of currently enrolled students when determining a termination date. This Master Agreement or any related ISA may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements, or otherwise commits a material breach of this Master Agreement or related ISA.</p> <p>Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure. The indemnification provisions contained in this Master Agreement shall survive termination.</p> <p>This Master Agreement shall be effective on the authorized representatives of both parties sign it and continue in effect for five years unless terminated by the parties according to section 5F.</p>	Master Instructional Services Agreement between the KCCD, on behalf of Cerro Coso Community College, Eastern Sierra College Center, Mammoth Lakes and the Mammoth Lakes Fire Protection District, covering the provision of instructional services.	N/A

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548		Mammoth Lakes Foundation	MAMLAK1	Evan Russell	Agreement - License Agreement (Student Parking)		Mammoth Lakes Foundation	N/A	06/01/08	05/31/13	Subject to earlier termination as provided in this Agreement, District licenses the Property to Licensee on a non-exclusive basis for a period of five years commencing on June 1, 2008, and ending May 31, 2013.	unknown	License agreement between the KCCD, on behalf of Cerro Coso Community College, and the Mammoth Lakes Foundation for student parking. Mammoth Lakes Foundation is seeking use of Eastern Sierra College Center - Mammoth site, real property adjacent to the ESCC site and desires to obtain a non-exclusive license to use the property for student parking. Mammoth Lakes Foundation shall not use the property for any other purpose without the advance written consent of the District. The Mammoth Lakes Foundation is responsible for costs to maintain the property in good order and repair.	R

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549		MarCom Group, The		David Plivelich	Agreement for website Development - # 09-172		The MarCom Group	RP143 - Youth Entrepreneurship Program	06/01/10	09/30/10	June 1, 2010-September 30, 2010	unknown	Agreement between the KCCD, on behalf of the Business & Entrepreneurship Center, and the MarCom Group. The MarCom Group will provide project management, design and development of a website, logo and stationary system for KCCD's recently awarded Business & Entrepreneurship Center (BEC). The new website will convey the updated objectives and programs of the BEC to regional community colleges, businesses, government entities and young entrepreneurs. An integral part of communicating the different goals of the new Business and Entrepreneurship Center is a dynamic website and unique logo for the Center. This website will be built to support the goals of the program and use technology to leverage staff time to communicate with and provide services to community partner agencies, organizations and high growth companies across the expansive KCCD and BEC territory.	E
550		Marriott		Teresa Carlson	Agreement - 2011 Negotiated Rate Agreement		Marriott-Bakersfield at the Convention Center	N/A	01/01/12	12/31/12	Date submitted: 1/01/2012; Rates good through 12/31/2012.	unknown	Negotiated rate agreement between the KCCD and Marriott, Bakersfield at the Convention Center as recommended in the Business Services Report. This negotiated rate agreement will allow the KCCD to reserve rooms at the Marriott, Bakersfield at the Convention Center, at a lower government rate for \$84.00 per room, plus tax.	E

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551		Mathematics Diagnostic Testing Project		Alfred B. Manaster	Agreement - MDTP License Agreement		University of California, San Diego, Mathematics Diagnostic Testing Project	RP008	07/01/06	06/30/09	The term of this Agreement shall be from 1 July 2006 to 30 June 2009 unless terminated in accordance with Article 7.	Licensee may terminate this Agreement at any time by providing sixty (60) days prior written notice to MDTP. Such termination shall be effective ninety days from the date of delivery of such notice, and all Licensee's rights under this Agreement shall cease as of that date. MDTP may terminate this agreement by a written notice of termination if Licensee is in material breach of the terms contained herein by providing written notice to licensee of the breach of contract, and provided the breach of contract has not been cured in all material respects within 60 days after licensee's receipt of such notice. Such termination shall not relieve licensee of its obligation to pay any fees due or owing at the time of such termination and shall not impair any accrued right of MDTP. If this agreement is terminated as a result of a bankruptcy action, MDTP shall be considered a secured creditor under this agreement and neither this agreement or tests shall be transferred to a third party. In the event of termination of this agreement, licensee shall cease to exercise all rights to tests and shall promptly destroy all remaining copies of tests.	3-Year license agreement with the University of California, San Diego, Mathematics Diagnostic Testing Project. Bakersfield College Disabled Student Programs & Services provides learning disability testing for registered students to determine the existence and degree of a learning disability. The license for the use of the MDTP tests is for the purpose of testing for learning disabilities in mathematics.	E

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552		Matson and Isom (formerly known as Nystrom & Company, LLP)		Ms. Holly L. Salisbury	Amendment No. Two		Matson and Isom (formerly known as Nystrom & Company, LLP)	GU001	0710/10	06/30/11	Fiscal Year 2010-2011	unknown	Amendment No. Two to agreement between the KCCD and Matson and Isom (formerly known as Nystrom & Company, LLP). This Amendment provides for an increase in the audit fees by approximately \$3,330 for fiscal year ended June 30, 2011. This fee increase was due to unexpected changes in the Contracted District Audit Manual that is directed by the State Chancellor's Office and updated annually, which included expanded residency testing, and mandatory EOPS, DSPS and CARE audits, which in previous years had been optional, as well as expanded auditing procedures relating to attending and FTES reporting. As a result, an additional 30-37 hours for auditing services will be needed by Nystrom & Company to accommodate the expanded requirements.	E
553		Maturango Museum	MATMUS	Thomas L. Baggs	Memorandum of Understanding - Maturango Museum		Maturango Museum, Ridgecrest, California	N/A	N/A	N/A	unknown	One party may terminate this Agreement prior to its expiration as follows: (a) If the other party fails to comply with the insurance or indemnification requirements of this Agreement. (b) If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. In addition, District may terminate this Agreement without cause, on 30 days written notice in which case all equipment held by Museum shall be returned to District within 30 calendar days.	Memorandum of Understanding between the KCCD, on behalf of Cerro Coso Community College, and the Maturango Museum, Ridgecrest, California. This agreement provides a portion of the discarded NAW/WD astronomy equipment donated to the District on behalf of CC available for use at the site of the Maturango Museum in Ridgecrest, California for purposes of public education in astronomy. Any and all such equipment shall remain the property of the District.	N/A

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554		Mayer Brown		J. Paul Forrester 312- 702-7366	Agreement - Terms of Engagement		Mayer Brown LLP	New Fund				unknown	Either the Client or the Firm may terminate the attorney-client relationship at any time for any reason by written notice, subject on our part of the applicable rules of professional conduct. Unless otherwise terminated, our attorney-client relationship will be considered terminated at the earlier of our completion of the specific services for which we have been retained and 12 months after the last date the Firm furnished any billable services. If the attorney-client relationship has been, or is deemed to have been, terminated pursuant to either of the foregoing sentences, the fact that the Firm or one or more persons associated with the Firm may be identified as a recipient of (and, in fact, may receive) notice on behalf of the Client shall not negate such termination nor constitute the continuation or revival, or evidence the continuation or revival, of the attorney-client relationship. The Firm may maintain a system to calendar due dates for the payment of maintenance and/or annuity fees relating to, or the renewal dates for the preservation of certain legal rights attaching to, intellectual property. In connection therewith it may notify the person or entity listed in the Firm's records as the holder of such rights of the necessity of paying maintenance and/or annuity fees or obtaining a renewal in order to preserve such rights; and neither the maintenance of such system nor any such notification shall constitute the provision of billable	Contract between KCCD and Mayer Brown LLP. Mayer Brown, LLP, will provide legal services to the District regarding the synthetic collateral debt obligation (SCDO) associated with the District's issuance of OPEB Bonds.	E



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
555	MBS Systems	MBSSYS	Emily Hassler 800-325-4138	Agreement - License		MBS Systems	BB100	05/03/06	05/03/11	Subject to earlier termination pursuant to paragraph 9, this agreement will continue through the end of the current calendar year and remain in effect for a period of five years from the effective date, at which time the agreement will be renewed.	This agreement shall be terminable at any time by MBS by delivering written notice of termination to the store; such termination notice shall be effective thirty (30) days after delivery thereof. (9.1) The Store shall have the right to terminate this agreement before conclusion of the trial period (as hereinafter defined), in which case, Paragraph 9.3 shall not apply. The trial period shall mean the period commencing on the activation date and ending forty five (45) days thereafter. (9.2) This agreement may be terminated by MBS (a) as set forth in paragraph 1.3, (b) if the store fails to pay any fees due hereunder if payment is not made within five (5) days following receipt by the Store of notification by MBS of such payment default, and (c) if the store materially breaches any provision of this agreement if such breach is not corrected or removed within a period of thirty (30) days following notification of such breach. In addition, this agreement shall terminate immediately upon the store's breach of paragraphs 1.1, 1.2, 1.4 or 3. In the event of any of the foregoing events, MBS may at its sole option, elect to terminate this agreement and recover damages, costs, expenses and attorney fees as set forth below, or with such damages, costs and legal fees. Failure by MBS to notify the store of such default will not constitute a waiver of MBS' right to terminate as a result of the same or other defaults. (see agreement for	Agreement between KCCD and MBS Systems for the purchase of the MBS InSite Web Commerce product. This product will allow the District-wide bookstores to make online sales; faculty to place textbook adoptions online and access an extensive database of textbook and related services. BC will initially be implementing the faculty adoption portion of this program, as they wait for MBS to complete changes to make the online bookstore product 508 compliant for our online booklist.	E	
556	McCallum Group, Inc.	MCCALL	Patrick McCallum	Agreement - Legislative Advocacy		McCallum Group, Inc.		07/01/07	06/30/10	Advocacy services commencing on July 1, 2009 and extending through June 30, 2010, unless terminated in accordance with paragraph 4 of this agreement.	This agreement may be terminated by either party for cause upon 30 days' prior written notice of termination, which notice shall specify the reasons for termination to the other party, if the allegedly breaching party does not cure the reasons for termination as specified in the notice during this 30-day period. "Cause" shall mean any misconduct or continuing non-performance that the terminating party determines materially impairs the purpose of the agreement.	Agreement between McCallum Group, Inc., and KCCD. KCCD agrees to engage McCallum Group, Inc. on a nonexclusive basis, and McCallum Group, Inc. agrees to undertake and perform certain advocacy services commencing on July 1, 2007 and extending through June 30, 2010, unless terminated in accordance with paragraph 4 of this Agreement. KCCD retains McCallum Group, Inc as an independent contractor. McCallum Group, Inc. are not employees of KCCD.	E	

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
557		McCullah - Lance McCullah construction, Inc.	LANMCC	Lance McCullah 661-324-0172	Contract		Lance McCullah	GU001	08/01/06	12/31/06	unknown	Either party, at its option, may terminate and cancel this agreement by giving the other party (thirty) days prior, written notice of intention to terminate at any time during the agreement period. This Agreement may be amended or modified at any time by mutual consent of the parties in writing.	Agreement with Lance McCullah Construction, Inc., for the removal of damaged existing landscape, renovation of the soil, and the planting of plants, trees, and grass at the Weill Institute, Bakersfield College. Provide labor to remove existing landscaping; provide approximately one-hundred fifteen (115) 1-gallon plants, ten (ten) 10-gallon plants, sixteen (16) feet of ground cover, three (3) new trees, 2800 square feet of grass, and fresh soil where necessary, including the labor and materials needed to plant them as directed.	E
558		McQuay Factory Service	MCQFAC	Frank Chaote	Assured Maintenance Agreement - Proposal No MA-FEC120310		McQuay Factory Service	GU001	12/01/10	11/30/11	This Agreement shall remain in effect for an initial term of 1 year(s) beginning December 1, 2010 - November 30, 2011 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this Agreement. This proposal extends to a maximum period of 3 years ending November 30, 2013.	This Agreement may be terminated: (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be received by the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by McQuay Factory Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this equipment without McQuay Factory Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If this Agreement is terminated for any reason, other than a breach by McQuay Factory Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of this Agreement, or an amount equal to time and materials expended for the year, whichever is less.	Assured Maintenance Agreements between the KCCD, on behalf of Cerro Coso Community College, and McQuay Factory Service, a division of McQuay International. McQuay Factory Services will provide annual predictive maintenance of heating and air conditioning equipment, at the Indian Wells Valley campus, the Eastern Sierra College Center in Bishop, and Mammoth Lakes.	E

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559		Medical Billing Technologies, Inc.	MEDBIL	Roberta Stephens	Contract - Medi-Cal Administrative Activities (MAA) Program Service Contract		Medical Billing Technologies, Inc.	GU001	07/01/09	06/30/10	This agreement shall be effective from July 1, 2009 through June 30, 2010, and said agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date.	This agreement may be terminated at any time upon mutual agreement of the parties. If federal funding of the MAA program is discontinued, Client is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.	Agreement between KCCCD, on behalf of <b>Porterville College</b> , and Medical Billing Technologies (MBT) to provide technical assistance and consultant services under the Medi-Cal Administrative Activities (MAA) claiming process. This is a program that will generate unrestricted income for PC. The MAA program is designed to pay for services that are related to Medi-Cal. It allows employees to invoice for MAA activities that we are performing on our campus (i.e.: health fairs informing students about Medi-Cal benefits, directing services to state agencies, etc.). We are currently performing these tasks on a daily basis in regards to Medi-Cal service for our students. Invoices would be prepared and submitted to the Kern County Superintendent of Schools (KCSOS) for preparation to submit to the state for reimbursement. Anticipate a quarterly income of approximately \$25,000 based on size and number of eligible students and activities.	R, E

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560	Medical Billing Technologies, Inc.		MEDBIL	Roberta Stephens	Contract - Medi-Cal Administrative Activities (MAA) Program Service Contract		Medical Billing Technologies, Inc.	GU001- Unrestricted 260VS0-VP Student Services 679000-Other Gen Institutional Support Services	07/01/11	06/30/12	This agreement shall be effective from date of execution (July 1, 2011) through June 30, 2012, and said Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date.	This agreement may be terminated at any time upon mutual agreement of the parties. If federal funding of the MAA program is discontinued, Client is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.	Agreement between KCCCD, on behalf of <b>Bakersfield College</b> , and Medical Billing Technologies (MBT). MBT provides technical assistance and consulting services under the Medi-Cal Administrative Activities (MAA) claiming process. This program will generate unrestricted income for BC. The MAA program is designed to pay for services that are related to Medi-Cal, allowing employees to invoice for MAA activities that are performed daily on campus (i.e., health fairs, communication efforts to students about the Medi-Cal benefits, directing services to state agencies, etc.). Invoices are submitted to the Kern County Superintendent of Schools for preparation and submittal to the state for reimbursement. Anticipated quarterly income is approximately \$40,000 based on size and number of eligible students and activities.	R, E
561	Mercury Payment Systems			Lindsay Sulser	Agreement		Mercury Payment Systems	BF100- 230FS1-5890- 694011			effective upon receipt for a term of one year.	unknown	Agreement between the KCCCD, on behalf of BC, and Mercury Payment Systems. Mercury Payment Systems will provide payment processing of credit card sales for Food Services. Analysis was done by PE Systems Corporation and found that Mercury Payment Systems was most competitively priced.	E
562	Michael Burger & Associates			Michael C. Burger	Proposal Letter		Michael Burger & Associates	DL101 Delano Capital Carryover	N/A	N/A	unknown	unknown	A proposal letter between the KCCCD and Michael Burger & Associates. Michael Burger & Associates will provide a summary appraisal report for District property located at 1942 Randolph Street, Delano, California.	E

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563		Microsoft		unknown	Software Licensing Agreement		Microsoft		10/01/11	09/30/14	October 1, 2011 - September 30, 2014	Participant (h) will not have the right to amend, renew, extend, or terminate the Agreement.	Sub-licensing participation agreement between the KCCD and the Foundation for California Community Colleges ("FCCC") pursuant to existing Agreement between the FCCC and Microsoft Licensing GP, Microsoft Ireland Operations Limited or Microsoft Operations Pte Ltd (each, "Microsoft"). On behalf of California Community Colleges throughout the State, the Foundation for California Community Colleges has renewed a software licensing agreement with Microsoft that provides for the District's participation to run Microsoft software on PC s used by District faculty, staff and in open labs, resulting in an approximately 20% savings compared to retail pricing.	E
564		Microsoft Academic Cooperation Grant		Larry Toy, Ph.D.	Agreement - Renewal # 01C30069		Foundation for California Community Colleges (FCCC) Microsoft Campus Agreement 207 (y 3 of 3)	GU001	10/01/07	09/30/08	See note far right	unknown	<b>RENEWAL</b> agreement between KCCD and the Foundation for California Community Colleges for the Microsoft Campus Agreement license as recommended in the Business Services Report. The Foundation for California Community Colleges sponsors a Microsoft Campus Agreement consortium in which 103 community colleges participate. This agreement allows participating colleges to run the Microsoft software on PCs used exclusively by its faculty and staff and on PCs that remain in open access labs. In the Foundation's Campus Agreement the total cost advantage provides a 20% reduction in the license costs from the retail group purchase price. The price will remain constant during the tenure of the 3 year agreement and this marks year three of the agreement.	E

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565		Milestones, Inc.		Brett Miles 310-230-0350	Contract - for Faculty & Staff Retreat July 30, 2008		Milestones, Inc.	RP128	07/30/08	one day	unknown	unknown	Agreement between the KCCD, on behalf of Bakersfield College, and Milestones, Inc., to provide a one-day teambuilding program for the Faculty and staff retreat scheduled for July 30, 2008. The location of the retreat was in Ventura, CA at the Crown Plaza Hotel. Mr. Brett Miles, CEO, Milestones, Inc. will provide teambuilding program to approximately 26 participants at a one-day seminar on July 30, 2008. The total contract amount of \$10,300 is based on 26 participants.	E
566		Mojave Unified School District		unknown	Use of Facilities Agreement		Mojave Unified School District	RP442	01/01/12	06/30/13	The term of this Agreement shall commence on January 1, 2012 and end on June 30, 2013. During the Term, KCCD agrees that its intended use of the Facility as provided hereunder is solely for the purpose of providing renewable energy courses to training participants at the Facility. KCCD shall provide the District with an initial schedule of activities including dates and times. KCCD shall notify the District of schedule modifications 5 days in advance of changes. The operating hours shall be maintained between 8:00am. and 5:00pm.	Either party may terminate this Agreement within three (3) business days following written notice to the other party. The indemnification and insurance provisions shall survive termination.	Facilities Use Agreement between the KCCD Center and Mojave Unified School District. This Agreement is for the rental by the Clean Energy Center use of classroom facilities at the Joshua School Campus, located at 3200 Pat Avenue, Mojave, CA 93501, to provide renewable energy courses to training participants. The rental fee is \$400 per week of use by the District during the Term paid from the Department of Labor High Growth Jobs and Emerging Industries Grant.	E

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567		Mono City/Mammoth Lakes Found Et.Al S. Gateway Proj.			Agreement - Cooperative Agreement		Town of Mammoth Lakes, County of Mono, Mammoth Lakes Foundation, Kern Community College District, Mono County Office of Education and Mammoth Unified School District	MM100	N/A	N/A	unknown	unknown	Cooperative Agreement between the KCCD, on behalf of Cerro Coso Community College, Eastern Sierra College Center Mammoth Lakes, and the Town of Mammoth Lakes, County of Mono, Mammoth Lakes Foundation, Mono County Office of Education, and Mammoth Unified School District. The purpose of the Agreement is to formalize commitments to fund the preparation of a Program and Program and Space Plan is to create a conceptual design for educational, recreational, and cultural uses that services the community, the schools, and the college and contains such facilities as an aquatics center, meeting facilities, fitness facilities, sports training (field house), youth center, food service, recreation day care, and performing arts.	E

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568		Mono County Board of E.D. Joint Use Agreement - CC		Catherine Hiatt	Agreement - Addendum to the Joint Development and Use of Facilities Agreement		Mono County Board of E.D. Joint Use Agreement - CC.	N/A	05/12/03	05/12/48	This Agreement shall be in effect for a period 99 years from the date of execution by the parties, subject to earlier termination as provided in this agreement. The agreement shall roll over and continue effect for an indefinite period after that, subject to termination by any party if the site on which the Joint Use Library Facility is located is no longer used as library site.	Except as expressly provided in this agreement, a party may terminate this agreement prior to its expiration only as follows: (A) by the mutual written consent of all parties; (B) upon the failure of any party to provide funding as required by this agreement; (C) in addition, Community College District (KCCD) may terminate this agreement upon the failure by School District (MUSD), and/or County Board of Education to proceed in a diligent manner with construction of the Joint Library Facility after receipt of payment by Community College District as provided for in this agreement. Upon such failure, and at the request of Community College District, School District, and/or County Board of Education shall return any unspent or irrevocably committed funds to Community College District up to the total amount provided for in this agreement. Commencing with the recording of a notice of completion of construction of the Joint Use Library Facility and continuing through the initial 99-year term of this agreement, except as expressly permitted in this agreement, each party shall refrain from terminating and waives its power to terminate this agreement in the event of a material breach by another party. If during the initial 50 years this agreement is in effect County Board of Education or Library Authority commit a breach of this agreement resulting in an inability on the party of Community College District to make full use of the	ADDENDUM to the Joint Development and Use of Facilities Agreement between the KCCD, on behalf of Cerro Coso Community College, the Mono County Library Authority, the Mono County Superintendent of schools, the Mono County Board of Education, and the Mammoth Unified School District. Upon completion of the Library Facility in Mammoth, California, it was discovered that the College's dedicated use space came in under 1000 square feet which was required per the terms of the agreement. To resolve this issue, KCCD recommends assignment of additional space, a shelving area dedicated to the college operation near and around the college's dedicated room.	N/A



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569		Moran Technology Consulting, LLC		Charlie Moran	Agreement - Master Consulting Services Agreement		Moran Technology Consulting, LLC	GU001	04/20/10	06/30/10	<p>The term of this Agreement shall commence upon the date first written above and shall continue until terminated in accordance with its provisions. Services shall be provided for the period in the schedule contained in Appendix A. Services once initiated shall be continuous and performed during normal working hours or as may be otherwise agreed upon. In the event Consultant anticipates at any time that it will not reach one or more milestones according to the scheduled timetable, Consultant shall immediately so inform Client by written notice, submitting proposed revisions to the timetable or milestones that reflect Consultant's best estimate of what can realistically be achieved, and continue to work under the original timetable and milestones until otherwise directed by Client.</p>	<p>Client upon thirty (30) days advance notice shall have the right to terminate this Agreement and Work, in whole or in part, for other than the default of Consultant, by giving Consultant written notice of its election and desire to do so by mail. If this Agreement is so terminated, Client shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered through termination date.</p>	<p>Master Consulting Services agreement between the KCCD and Moran Technology Consulting, LLC. Moran Technology Consulting, LLC will provide consulting services to assist KCCD in developing a more in-depth understanding of the options, requirements, best practices and work effort for re-architecting and upgrading KCCD's Active Directory (AD) network domain infrastructure.</p>	E

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570	Moran Technology Consulting, LLC			Scott Weyandt	Agreement - Master Consulting Services Agreement		Moran Technology Consulting, LLC	GU001	05/02/10	06/30/11	<p>The term of this Agreement shall commence upon the date first written above and shall continue until terminated in accordance with its provisions. Services shall be provided for the period in the schedule contained in Appendix A. Services once initiated shall be continuous and performed during normal working hours or as may be otherwise agreed upon. In the event Consultant anticipates at any time that it will not reach one or more milestones according to the scheduled timetable, Consultant shall immediately so inform Client by written notice, submitting proposed revisions to the timetable or milestones that reflect Consultant's best estimate of what can realistically be achieved, and continue to work under the original timetable and milestones until otherwise directed by Client.</p>	<p>Client upon thirty (30) days advance notice shall have the right to terminate this Agreement and Work, in whole or in part, for other than the default of Consultant, by giving Consultant written notice of its election and desire to do so by mail. If this Agreement is so terminated, Client shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered through termination date.</p>	<p>Master Consulting Services agreement between the KCCD and Moran Technology Consulting, LLC. KCCD's current Microsoft Active Directory (AD) architecture is complex and does not adequately support single sign-on authentication technology that is critical to simplifying access to systems used by students and employees. Re-architecting KCCD's AD infrastructure is a complex project that requires AD design, planning and migration experience. Moran Technology Consulting, LLC, will provide Microsoft AD consulting services to assist KCCD with the assessment and design phases of this project. This project is intended to assess the current structure and recommend changes (if necessary) to reduce the complexity and cost maintaining KCCD's Active Directory infrastructure and the systems it supports.</p>	E

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571	Moran Technology Consulting, LLC			Scott Weyandt	Agreement - Statement of Work		Moran Technology Consulting, LLC	GU001	05/19/11	06/30/11	<p>The term of this Agreement shall commence upon the date first written above and shall continue until terminated in accordance with its provisions. Services shall be provided for the period in the schedule contained in Appendix A. Services once initiated shall be continuous and performed during normal working hours or as may be otherwise agreed upon. In the event Consultant anticipates at any time that it will not reach one or more milestones according to the scheduled timetable, Consultant shall immediately so inform Client by written notice, submitting proposed revisions to the timetable or milestones that reflect Consultant's best estimate of what can realistically be achieved, and continue to work under the original timetable and milestones until otherwise directed by Client.</p>	<p>Client upon thirty (30) days advance notice shall have the right to terminate this Agreement and Work, in whole or in part, for other than the default of Consultant, by giving Consultant written notice of its election and desire to do so by mail. If this Agreement is so terminated, Client shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered through termination date.</p>	<p>Master Consulting Services agreement between the KCCD and Moran Technology Consulting, LLC. KCCD's current Microsoft Active Directory (AD) architecture is complex and does not adequately support single sign-on authentication technology that is critical to simplifying access to systems used by students and employees. Re-architecting KCCD's AD infrastructure is a complex project that requires AD design, planning and migration experience. Moran Technology Consulting, LLC, will provide Microsoft AD consulting services to assist KCCD with the assessment and design phases of this project. This project is intended to assess the current structure and recommend changes (if necessary) to reduce the complexity and cost maintaining KCCD's Active Directory infrastructure and the systems it supports.</p>	E

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572		Moran Technology Consulting, LLC		Scott Weyandt	Agreement - Statement of Work		Moran Technology Consulting, LLC	SRID	11/01/11	12/30/12	11/01/11 through 12/30/12	unknown	Statement of Work between the KCCD and Moran Technology Consulting, LLC. Under previous statements of work, Moran Technology Consulting, LLC has provided consulting services to KCCD in the assessment, design, and planning phases of the upgrade and consolidation of KCCD's Microsoft Active Directory (AD) networking services. AD is the system that provides automated network management of user data, security and distributed resources such as network file shares and printers across KCCD. This statement of work is for Moran Technology Consulting, LLC to assist KCCD in the actual upgrading and consolidation of AD and will also upgrade KCCD's Employee E-mail system from Microsoft Exchange 2003 to Microsoft Exchange 2010.	E

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573		MOVE International		John Lindsay	Agreement - Internship		MOVE International	N/A	09/16/09	02/01/10	This Agreement shall be effective as of the date first written and shall remain <b>in effect for three (3) years, terminating on February 1, 2012. This Agreement may be renewed by mutual agreement.</b>	This Agreement may be terminated at any time, without cause, by either party. The terminating party must provide written notice to the other party no less than 30 calendar days.	Agreement between the KCCD, on behalf of Bakersfield College, and MOVE International. BC students majoring in Human Services are required to complete a total of 216 intern hours in an approved agency. MOVE International will provide facilities, as well as supervisors, to oversee BC student interns. The BC Human Services Program Coordinator will identify and place student interns for referral to MOVE International. A fieldwork time sheet and evaluation will be submitted to the BC Human Services Program upon completion.	N/A

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574		MTV Networks On Campus Inc		Carlo DiMarco	Contract		MTV Networks On Campus Inc	unknown	03/10/11	03/10/14	The term of this Agreement shall be for a three year period, commencing on March 10, 2011, and continuing through March 10, 2014, unless sooner terminated in accordance with Section 7. The Agreement shall automatically renew for successive one year periods at the end of each expiration date from the previous Term unless either party notifies the other in writing at least 30 days prior to the then-relevant expiration date of its intent to terminate.	Either party may elect to terminate this Agreement upon sixty (60) days notice to the other party, if the other party breaches any material provision or fails to perform any of its material obligations hereunder and does not cure such failure or breach within thirty (30) business days after notice thereof. Notwithstanding the foregoing, in addition to all other rights and remedies it may have, MTVN may elect to terminate this Agreement and/or remove the Equipment (or any portion(s) thereof) from the Location(s) in the event that MTVN determines, in its sole discretion, that the Equipment is not being properly used and/or protected or that School is otherwise in violation of its obligations under this Agreement.	An agreement between the KCCD, on behalf of Bakersfield College, and MTV Networks On Campus Inc. "mtvU" is MTV Networks' Peabody and Emmy Award-winning 24-hour college network just for college students; broadcasting exclusive content dedicated to aspects of college life, including music, news, and on-campus events. The mtvU network provides students with exposure to musicians, filmmakers, writers, digital pioneers and activists, and an opportunity to participate in contests with a chance to showcase their talents on a national stage, jumpstart their careers, and/or earn grants up to \$1,000. MTVN will provide an install related equipment necessary for the campus to exhibit the service broadcasts from mtvU, including LCD monitors, satellite dishes, etc., on the campus in the student cafeteria and fitness center.	E
575		Music Theatre Int.	MUSTHE1		Contract - Performance License and Production Contract		Music Theatre International	GU001	05/08/09	05/10/09	unknown	unknown	Contract between the KCCD, on behalf of Cerro Coso Community College (CCCC), and Music Theatre International. CCCC Theatre Department will present three performances, with full orchestra, of the "Little Shop of Horrors" at CCCC Indian Wells Valley campus.	E
576		National University		Simone Arami	Contract	National University		CE035 - Contract Education	10/11/11	10/13/11	10/11/11 - 10/13/11	Either party may terminate this Agreement by giving at least 48 hours notice previous to the event to be held at the Facility, in writing.	Facilities License Agreement between the KCCD and National University. This License Agreement provides the District the classroom facilities needed for the District's California Compliance School to conduct their Hazardous Waster Generator training.	E

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577		National University		Richard Carter 858-642-8593	Agreement - Memorandum of Agreement		National University	N/A	08/01/11	07/31/14	The term of this Agreement shall be three (3) years, commencing on August 1, 2011, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the Program is discontinued due to low enrollment, students may complete the Program at any National University campus or center at the standard, non-discounted tuition rate.	Either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the Program is discontinued due to low enrollment, students may complete the Program at any National University campus or center at the standard, non-discounted tuition rate.	Memorandum of Agreement between the KCCD, on behalf of Porterville College, and the National University. This agreement allows students to complete all lower division general education coursework at PC and National University will offer the upper division coursework needed for the degree that otherwise cannot be completed at PC.	N/A

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578		National University, Fresno		Leticia L. DeGraff-Northington	Facilities License Agreement		National University, Fresno	CE035 - Contract Education	12/06/11	12/08/11	December 6-8, 2011	Either party may terminate this Agreement by giving at least 48 hours notice previous to the event to be held at the Facility, in writing.	Facilities License Agreement between the KCCD and National University, Fresno. This Agreement will secure the facility required for the California Compliance School to conduct Hazardous Waste Generator training.	E
579		National University, Fresno		Leticia L. DeGraff-Northington	Facilities License Agreement		National University, Fresno	CE035 - Contract Education	01/17/12	01/19/12	January 17-19, 2012	Either party may terminate this Agreement by giving at least 48 hours notice previous to the event to be held at the Facility, in writing.	Facilities License Agreement between the KCCD and National University, Fresno. This Agreement will secure the facility required for the California Compliance School to conduct Hazardous Waste Generator training.	E



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580	Nature Publishing Group			Laura Brown 1-800-221-2123 ext. 2359	Agreement - Academic License Agreement		Nature Publishing Group	GU001	04/01/10	03/31/11	This Agreement shall begin on the Commencement Date and continue for the initial period of the Supply Period as defined in the Schedule. The Licensor may agree to extend the Supply Period for additional one-year periods, up to a maximum of three years at which time a new license agreement may be drawn, subject to payment of appropriate fees and acceptance thereof by the Licensor.	Either party may terminate the Supply Period at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach. (See contract for more information).	Agreement between the KCCD, on behalf of Cerro Coso Community College, and Nature America, Inc. d/b/a Nature Publishing Group. The Academic License Agreement will provide students with current and back issues of science journals through the Scientific American Archive Online. Students will be able to access this database on and off campus.	E

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581		Naval Air Warfare Center Weapons Division		Denise Pollard	Agreement for Services		Naval Air Warfare Center Weapons Division	CE010 - Contract Education	07/11/11	07/11/11	The term of this Agreement begins July 11, 2011 and extends through the following date: July 11, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	A solicitation contract between the KCCD, on behalf of the Cerro Coso Community College, and Naval Air Weapon Center Weapons Division (NAWCWD). CCCC will provide a Survey and Training Plan Recommendation to NAWCWD for "Microsoft Office 2003 to 2007 Transition Training" for on-ground and online classes offered through Contract Ed.	R,E
582		Naval Air Warfare Center Weapons Division		805-989-7355	Solicitation Contract		Naval Air Warfare Center Weapons Division (NAVAIR)	CE010 - Contract Ed	05/07/10	07/30/10	May 7, 2010 - July 30, 2010	unknown	A solicitation contract between the KCCD, on behalf of the Cerro Coso Community College, and Naval Air Weapon Center Weapons Division (NAWCWD). CCCC will provide a Survey and Training Plan Recommendation to NAWCWD for "Microsoft Office 2003 to 2007 Transition Training" for on-ground and online classes offered through Contract Ed.	R,E

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583		Naval Air Warfare Center Weapons Division		Walter M. Skinner	Agreement - Educational Partnership No. 09-2194-006		Naval Air Warfare Center Weapons Division (NAWCWD)	N/A	07/01/09	06/30/14	This agreement will remain in effect for 60 months unless terminated by the participating organizations. <b>At the conclusion of this term, it may be extended by mutual written agreement of the Partners.</b> Modifications can be made at any time by mutual agreement of the signatories or their successors.	At the conclusion of this term, it may be extended by mutual written agreement of the Partners. Modifications can be made at any time by mutual agreement of the signatories or their successors.	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Naval Air Warfare Center, Weapons Division (NAWCWD). (1) This agreement will aid in the educational experience of CCCC students and faculty by providing a mechanism by which those students and faculty can benefit from the staff expertise, unique facilities, and equipment related to naval warfare systems and technologies available from NAWCWD through this Educational Partnership Agreement. Access to NAWCWD (i.e., hardware, personnel, facilities, etc.) will provide a unique opportunity for CCCC students to become aware of and collaborate in the many disciplines associated with all aspects of weapons systems and sub-systems from concept, to integration, through testing, which would not otherwise be available in a school environment. A goal is to facilitate student interest and expertise in science, mathematics, and engineering, particularly as these fields relate to the real world technical applications required by the U.S. Navy. (2) A primary goal would be to aid NAWCWD engineers and other employees in executing their mission by leveraging the educational knowledge and capabilities of CCCC students and faculty. It will also serve to provide CCCC students and other employees access to state-of-the-art and new innovative technological methods relating to solving existing technical problems. A secondary goal would be to facilitate the training and recruitment of potential future employees. (3) Encourage and facilitate early interest in the sciences and engineering by young people at all stages of their academic careers. (4) Facilitate the identification of	N/A
584		Naval Air Warfare Center Weapons Division		760-939-2451	Agreement - Authorization, Agreement and Certification of Training		Naval Air Warfare Center Weapons Division (NAWCWD)	CE010	Apr 15, 2009 & May 20, 2009		Term - April 15 & May 20, 2009	unknown	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Naval Air Warfare Center Weapons Division (NAWCWD). CCCC will deliver two Leadership Vector courses (DDI) at the Naval Air Warfare Center Weapons Division Training Center, China Lake, CA. Courses to be taught are influential Leadership and Adaptive Leadership 2009. NAWCWD will pay CCCC \$3,375 per course. This cost includes all instructional materials.	R,E

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585		NeuLion, Inc.		Charles Mellilo	Ticket Service Order Agreement		NeuLion, Inc.	GU001	04/15/12	04/14/13	This Agreement shall commence on the Effective Date shown above and shall continue in effect for the term specified in each Exhibit. This Agreement shall remain in effect until all Exhibits to this Agreement have expired or terminated.	This Agreement may be terminated (i) in the event of a breach of this Agreement that has gone uncured for a period thirty (30) days after written notice of such breach has been given, (ii) immediately upon the insolvency of or the filing of a petition of bankruptcy by a Party, (iii) in accordance with any other provisions of this Agreement expressly addressing termination. For clarity, neither Party shall have the right to terminate this Agreement for convenience or without just cause, as described in this Section 13.	A contract to NeuLion, Inc., for KCCD, on behalf of Bakersfield College, as recommended in the Business Services Report. This contract will provide ticket servicing software to improve BC's ticket office operations and customer service. The system will provide online ticket sales, improved cash control and will streamline ticket office operations, reducing staff load required for reconciliation and reporting.	E
586		New Directions Technologies Inc.		unknown	N/A		New Directions Technologies Inc.	RP219 Special Projects Funding	N/A	N/A	N/A	N/A	Donations to the KCCD, on behalf of Cerro Coso Community College, from Jacobs Technology Inc., DCS Corporation, and New Directions Technologies Inc. Jacobs Technology Inc. has donated \$5000, DCS Corporation has donated \$5000, and New Directions Technologies Inc. has donated \$5000 for continuing support of the Engineering Program at CCCC. The donations will be used toward the payment of faculty teaching in the Engineering Program.	R

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587		Occidental Oil		Armando Gonzalez	Agreement for Services Bakersfield College Corporate & Community Services - Community/Contract Education		Occidental Oil	CE089 - Olive Drive Fire Training Facility	05/16/11	05/20/11	The term of this Agreement begins May 16,2011 and extends through May 20, 2011, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Bakersfield College, and Occidental Oil. Occidental Oil has contracted with the BC fire Technology Department in the amount of \$12,522.13 to provide a "Confined Space" training for their employees. This training will consist of one 40-hour course which will meet all OSHA safety standards and the State Fair Marshall requirements. Training will include: air monitoring, ropes, knots, harnesses, how to read a CGI monitor and packaging.	R,E

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588	Oracle America, Inc.			Mario Siguenza	Ordering Document and Oracle Licensing and Service Agreement		Oracle America, Inc.	GU001	12/01/11	11/30/12	December 1, 2011 - November 30, 2012	unknown	An Ordering Document and a Licensing and Service Agreement between the KCCD and Oracle America Inc. In order to minimize the long term overall cost of ownership for KCCD's server and Oracle environment, KCCD is migrating its Oracle licensing from processor based licensing. Campus based licensing allows KCCD to install licensed Oracle products on an unlimited number of servers which resolves a number issues/constraints placed upon KCCD with processor based licensing. See attached document "Limiting the Long Term Cost of KCCD's Server and Oracle Licensing Costs" for further details and basis for this purchase. The one-time license fee cost is \$477,003 and the annual Oracle support fee will increase by \$104,940. The one-time license fee cost is \$477,003 and the annual Oracle support fee will increase by \$104,940. The anticipated five (5) year net savings of this agreement is \$193,000. The revised contract for the remainder of 2011-12 year will be \$615.863. AMENDMENT ONE - This amendment One amends the Oracle License and Service Agreement, v110711, dated November 30, 2011 and all amendments and addenda thereto (the "agreement") between KCCD and Oracle America, Inc. The parties agree to amend the agreement as follows: 1. Section B Applicability of Agreement. Delete the sentence under Section B Applicability of Agreement, and replace with the following: "You may place orders under this agreement for three (3) years from the effective date of this agreement; additional orders must reference this agreement as US-TERM-OLSAV110711-38546-11-30-2011."	E

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589		Oracle America, Inc. Taradigm		Johnny Kight	License and Services Agreement Purchase Agreement # 14046		Oracle America, Inc. Taradigm	SRID	07/01/11	06/30/12	July 1, 2011 - June 30, 2012	unknown	License and Services Agreement between the KCCD and Oracle America, Inc., and a dependent Purchase Agreement between the KCCD and Taradigm, a third party distributor of product owned and/or controlled by Oracle America, Inc. Oracle America, Inc. licenses the rights in Primavera PG Enterprise Project Portfolio Management software and Contract Management software that is sold and distributed by Taradigm for Oracle. The District will enter into both agreements in order to acquire these software products, license and rights for use by the Facilities, Planning, Design and Construction Program Department. The License and Services Agreement covers licensing and the annual upgrade and support for these products.	E
590		Oracle Corporation	ORACOR	Lindsay Mackery	Agreement - Product Change Request # OLSA_V041504_US		Oracle Corporation	GU001	05/31/07	05/30/08	unknown	unknown	A license and services agreement between KCCD and Oracle USA. KCCD uses Oracle products to support the Banner implementation and reporting. This contract is for the purchase of two Partitioning Option licenses.	E

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591		Ordiz -Melby Architects	ORDMEL	Danny Ordiz	Agreement - Master Agreement		Ordiz-Melby Architects, Inc.		02/01/07	01/31/12	The term of this Master Agreement shall commence on February 1, 2007 and shall continue until January 31, 2012, unless terminated earlier in accordance with the provisions of this Master Agreement. Each Work Authorization may be individually terminated in accordance with the provisions of this Master Agreement, even if the Master Agreement is not terminated. In the event that any services under individual Work Authorizations continue after January 31, 2012 (same as expiration date of contract), such services shall continue under the terms and conditions of the Master Agreement until completion, unless specific notice of termination for those services is provided in accordance with the provisions of this Master Agreement.	Termination for convenience -- Notwithstanding anything to the contrary stated in this master agreement either client or architect may terminate this master agreement for convenience for any reason or without reason at any time upon ten (10) days' prior written notice to the other.	Agreement between KCCD and Ordiz-Melby Architects. The consultant agrees to prepare specifications and/or drawings for the following types of limited scope client projects.	E
592		Orrick	ORRHERR	John M. Hartenstein	Agreement - Engagement Letter		Orrick	GU001	N/A	N/A	Target date for preparing an answer is December 1, 2008.	unknown	Engagement letter between KCCD and Orrick, Herrington & Sutcliffe, LLP. Orrick, Herrington & Sutcliffe, LLP, will provide legal services on the permitted use of proceeds of the district's bonds approved as SRID (Measure G), at the November 2, 2002, general election.	E



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593		Owens Valley Career Development Center		Phil Ashworth 760-873-5107	Memo of Understanding -- Instructional Service Agreements -- Kern-OVCDC ISA Agreement CRN#73483, CRN#33202, CRN#33203, CRN#33204 and CRN#33205		Owens Valley Career Development Center	N/A	2/2008	2/2013	This MOU shall be effective as of the date upon which authorized representatives of both parties have signed it or, if necessary, the date upon which it is approved by OVCDC's Board of Trustees. This MOU shall continue in effect until duly modified by the parties in accordance with paragraph 16 of this MOU or terminated by the parties in accordance with paragraph 7 of this MOU. The maximum duration of this MOU is five years, at which time its terms may be reviewed and a new MOU entered into by the parties.	The maximum duration of this MOU is five years, at which time its terms may be reviewed and a new MOU entered into by the parties. This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30calendar days after actual receipt of the written notice. This MOU may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach of this MOU. Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure.	Memorandum of Understanding between KCCD, on behalf of Cerro Coso Community College, and the Owens Valley Career development Center (OVCDC). This MOU is a master agreement covering all instructional service agreements between KCCD, on behalf of CC, and the OVCDC, a tribal consortium entity under the control of the Owens Valley Board of Trustees. OVCDC desires to facilitate training in several vocational and occupations fields for Native Americans and all other members of the general public.	N/A

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594		Owens Valley Career Development Center	OWEVAL4	Phil Ashworth 760-873-5107, 760-375-4776	Agreement for Virtual Center and Online courses		Owens Valley Career Development Center	N/A	2/2008	2/2013	This MOU shall be effective as of the date upon which authorized representatives of both parties have signed it or, if necessary, the date upon which it is approved by OVCDC's Board of Trustees. This MOU shall continue in effect until duly modified by the parties in accordance with paragraph 16 of this MOU or terminated by the parties in accordance with paragraph 7 of this MOU. The maximum duration of this MOU is five years, at which time its terms may be reviewed and a new MOU entered into by the parties.	(A) Without Cause. This agreement may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. (B) With Cause. This agreement may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements, or otherwise commits a material breach of this agreement. Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure.	Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Owens Valley Career development Center (OVCDC), a tribal consortium entity under the control of the Owens Valley Board of Trustees to operate a Virtual Center in Bishop, CA, for indigenous people and all other members of the general public so they may enroll in, complete, and obtain college credit for courses offered online by the college.	N/A
595		P.E. Systems, LLC		Derek Henrickson/Lou Zebdco	Agreement - Services		P.E. Systems, LLC	N/A	02/12/09	02/12/11	unknown	PES retains the right to terminate this agreement at any time. Such termination shall not modify the terms, conditions, and obligations of either party as outlined in section 5.	Agreement is between KCCD and P.E. Systems, LLC. PE Systems is a specialized independent consulting firm that works with merchants on a national basis regarding the fees that they pay for credit and debit card processing. The goal is not to change who the District is processing with, but to insure that the District pays the lowest total cost possible to accept credit and debit cards as a form of payment.	E

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596		Pacific Parking Systems, Inc.		unknown	Agreement for Services		Pacific Parking Systems, Inc.	RP500	07/01/11	06/30/12	Contract covers a period of one year from date of initial service.	unknown	Agreement for services between the KCCD, on behalf of Bakersfield College, and Pacific Parking Systems, Inc. Pacific Parking Systems will provide extended warranty and preventative maintenance contract services for all of the 5 parking dispensers on the BC campus and 1 on the Delano Campus for the 2011-2012 fiscal year.	E
597		Pacific Telemgt Svcs	PACTEL	Kurt E. Gibbs 866-450-4787	Agreement - Pacific Telemanagement services payphone services		Pacific Telemanagement Services	GU001	10/12/07	10/11/11	This agreement shall be in effect for an initial term of 3 year beginning on 10/12/07 and shall automatically renew for additional, successive 1 terms	Shall automatically renew for additional, successive 1 terms, unless either party provides written notice of its intent not to renew this agreement at least thirty (30) days, not more than ninety (90) days, prior to the end of the initial term or any renewal term.	Agreement between KCCD and Pacific Telemanagement Services (PTS). PTS will provide pay phone service at Bakersfield College. The service consists of 3 pay phones and provides commission (income) to KCCD of 25% per phone per month for 3 phones on monthly revenue above \$100.	R

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598		Paramount Ed. Funding (Paramount BARD)			Agreement - Lease & Amendment ( <b>See Amendment #2 below</b> )		Paramount Bard Academy	GU001	11/01/08	10/31/14	The term of this lease shall be for a period of six (6) years commencing at 12:01 a.m. on November 1, 2008, and <b>ending at midnight on October 31, 2014, unless terminated sooner.</b>	(a) Termination; Duty to repair or restore -- if at any time the improvements, including buildings and other structures, located on the premises are totally destroyed by any cause, whether or not covered by fire and extended coverage insurance, this Lease shall automatically terminate as of the date of destruction without liability to tenant. ( <b>see contract for more information</b> )	Lease agreement between KCCD and Paramount Bard Academy. Paramount Bard Academy wishes to lease Parcels "B" and "C", located at 1942 Randolph Street, Delano, California, 93215.	R
599		Paramount Ed. Funding (Paramount BARD)			Agreement - <b>Second Amendment</b> to Lease Agreement		Paramount Bard Academy	N/A	N/A	N/A	N/A	N/A	A <b>Second Amendment</b> to a lease agreement between the KCCD and Paramount Bard Academy. This second amendment to the lease agreement between the KCCD and Paramount Bard Academy is to correct the First Amendment which contained an erroneous date and modifying the sublease language allowing Tenants to sublease without permission of the District to any party that is controlled by the Resnick Foundation, Roll International Corporation or the Stewart and Lynda Resnick Revocable Trust dated December 27, 1988, as amended; Paramount Bard Academy, a California nonprofit public benefit corporation; and Bard College, a New York nonprofit organization (each, a "Tenant Party").	N/A

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600	JANA HAS CONTRACT	Paramount Farming Company		Bill Phillimore	Contract Education		Paramount Farming Company	CE035 - Contract Education	Jan	Feb 2012	The Term of this Agreement begins January 3, 2012 and extends through March 1, 2012, unless the parties agree in writing to extend the term.	On party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCCD, on behalf of Bakersfield College, and Paramount Farming Company (PFC). BC will offer: (1) Review of position description(s) and job related skills, to be provided by PFC for the Crop Supervisor and Crew Leader positions; (2) Interviews with PFC's managers, supervisors, training and/or Human Resources personnel, at three locations, to further analyze PFC's need; (3) Development of a pre-test related to Supervisor and Crew Leader positions to identify training needs.	R,E

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601		Parker & Associates		Riley Parker 661-635-0633	Contract for Professional Services		Parker & Associates	GU001	04/23/10	04/23/15	This Agreement is effective April 23, 2010, and shall continue in effect until April 23, 2015, unless terminated by either party on thirty (30) days written notice to the other party.	shall continue in effect until April 23, 2015, unless terminated by either party on thirty (30) days written notice to the other party.	Contract between the KCCD and Parker & Associates, Professional Investigations. Parker and Associates will provide services of a licensed private investigation firm to assist the District in conducting investigations under the direction of the District an/or District's General Counsel.	E

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602		Pauly Group	PAUGRO	Angela D. Provar	Agreement - Reference Project Agreement		Pauly Group	GU001	11/09/07		The term of this Agreement shall commence upon the year and date executed by the Client, and shall end upon delivery of the Reference Report to the Client. The Reference Project is typically finished within fifteen (15) days from the date of commencement of the Agreement. However, the time for completion of the Reference Project is substantially dependent upon prompt performance of Client's obligations, as set forth.	Agreement shall commence upon the year and date executed by the client, and shall end upon delivery of the Reference report to the Client. Termination: Agreement may be terminated at any time by either party. In the event of early termination, all fees collected by Pauly Group shall be retained by Pauly Group. In the event payment of fees has not yet been received by Pauly Group, then Client shall pay for all time incurred by Pauly Group to the date of termination at the rate of \$250 per hour and all expenses, including, but not limited to, consultant fees and expenses, incurred by Pauly group to the date of the termination.	Reference Project Agreement between the KCCD, on behalf of Cerro Coso Community College, and the Pauly Group. Pauly Group will conduct detail background reviews, referred to as Preliminary Reference Reports and/or Summary Reference Reports, for semi-final and/or final candidates to be considered for the position of Vice President of Academic Affairs.	E

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603		Pauly Group	PAUGRO	Angela D. Provart	Agreement - Recruitment Project Agreement		Pauly Group	GU001	11/09/07		The term of this Agreement shall commence upon the year and date executed by the Client, and shall end upon delivery of the Final Recruitment Report to the Client. The Recruitment Project is typically finished within ninety (90) days from the date of commencement of the Agreement. However, the time for completion of the Recruitment Project is substantially dependent upon prompt performance of Client's obligations, as set forth.	Agreement shall commence upon the year and date executed by the client, and shall end upon delivery of the Final Recruitment Report to the Client. Termination: Agreement may be terminated at any time by either party. In the event of early termination, all fees collected by Pauly Group shall be retained by Pauly Group. In the event payment of fees has not yet been received by Pauly Group, then Client shall pay for all time incurred by Pauly Group to the date of termination at the rate of \$250 per hour and all expenses, including, but not limited to, consultant fees and expenses, incurred by Pauly group to the date of the termination.	Agreement between KCCCD, on behalf of Cerro Coso Community College, and the Pauly Group. Pauly Group shall conduct a national inquiry to identify and recruit applicants to be considered by the client for the position of vice president of academic affairs. Pauly Group will further produce a final written recruitment report regarding all Pauly Group activities at the conclusion of the Recruitment Project. This contract is limited to no more than two on-site visits.	E
604		Pearson - CC		Amy Leuer 800-336-3426 ext 6208	Agreement - Annual Service Support Agreement #1084464 / 10 and #1034452		Pearson NCS	RP302	07/01/07	06/30/08	unknown	Cancellation requires written notification or completion of Renewal form as per the terms of the contract.	<b>RENEWAL</b> service agreement between the KCCCD, on behalf of Cerro Coso Community College, and Pearson NCS. Provide repair service and technical support for equipment used by the Counseling Department to scan student placement exams.	E



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605	Pearson Education, Inc.			Paul Lewis	Agreement - License Agreement		Pearson Education Inc.	RP010-214BA3-4312-601000-DEP056	06/15/11	06/30/12	Two years, commencing Fall 2011, with the right to extend for an additional 3-year term.	<p>This Agreement may be terminated by either party in the event of a material breach hereof by the other party, effective on sixty (60) days' prior written notice; provided that, during such sixty (60) day notice period, the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party. Pearson may also terminate this Agreement upon Customer's dissolution, liquidation, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for Customer's business or property. On expiration or termination of this Agreement, each party shall promptly remit to the other all unpaid monies due, or to become due, under this Agreement. Customer further agrees to that effect. Those provisions which by their nature are intended to survive any termination or expiration of this Agreement shall survive such termination or expiration.</p>	<p>Pearson Learning Solutions Agreement between the KCCD, on behalf of Bakersfield College, and Person Education, Inc. As part of the College's Basic Skills Initiative (BSI) program, and also in response to a commissioned report on Developmental Education at BC completed by the National Center for Developmental Education (NCDE), the College will be initiating a Writing Center. This Agreement will allow the District to license the Pearson Software, a highly customized diagnostic and modular learning system, that will be specifically targeted to students enrolled in the developmental English course sequences, that have shown, on analysis of trend data, to be problematic in terms of success and retention. Target assessment of outcome goals have been identified and the program will be closely monitored for evidence of success.</p>	E

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606		Pearson VUE		Randall T. Trask	Agreement - General Testing Agreement ( <b>See Amendment below</b> )		Pearson VUE	GU001	12/01/06	01/30/11	The term of this Agreement will commence on the Effective Date and will expire twelve months after the effective date, unless terminated earlier as provided in this Agreement. Following the initial term, <b>this Agreement will automatically renew on the same terms and conditions for successive periods of one year each</b> , unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement. ( <b>See Amendment below</b> )	The term of this Agreement will commence on the effective date and will expire twelve months after the effective date, unless terminated earlier as provided in this agreement. Following the initial term, this agreement will automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as requiring either party to renew or extend this agreement. Termination--either party may terminate this agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this agreement, or with cause of any kind, Pearson VUE may immediately terminate this agreement. Termination will be in addition to any other remedies either party may have. (b) Subject to any right of set off or other remedy, termination will not affect: (i) payment for services furnished prior to termination; (ii) company's and Pearson VUE's compliance with this agreement for services actually furnished; or (iii) payment/reimbursement from company to Pearson VUE for any candidate testing fees collected or vouchers purchased by company from Pearson VUE. (c) If company subcontracts, sells, or otherwise transfers or assigns, company's business, or any part thereof, including responsibility for the services	General testing contract between KCCD on behalf of Bakersfield College and Pearson VUE. ( <b>See Amendment below</b> )	N/A

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607		Pearson VUE		Randall T. Trask	Agreement - General Testing Agreement -- <b>Amendment</b>		Pearson VUE	GU001	12/01/06	01/30/11	<p>The term of this Agreement will commence on the effective date and will expire twelve months after the effective date, unless terminated earlier as provided in this Agreement. Following the initial term, <b>this Agreement will automatically renew on the same terms and conditions for successive periods of one year each</b>, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.</p>	<p>The term of this Agreement will commence on the effective date and will expire twelve months after the effective date, unless terminated earlier as provided in this agreement. Following the initial term, this agreement will automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as requiring either party to renew or extend this agreement. Termination--either party may terminate this agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this agreement, or with cause of any kind, Pearson VUE may immediately terminate this agreement. Termination will be in addition to any other remedies either party may have. (b) Subject to any right of set off or other remedy, termination will not affect: (i) payment for services furnished prior to termination; (ii) company's and Pearson VUE's compliance with this agreement for services actually furnished; or (iii) payment/reimbursement from company to Pearson VUE for any candidate testing fees collected or vouchers purchased by company from Pearson VUE. (c) If company subcontracts, sells, or otherwise transfers or assigns, company's business, or any part thereof, including responsibility for the services</p>	<p><b>Amendment</b> to the Pearson VUE Authorized Center Agreement between the KCCD on behalf of Bakersfield College, and Pearson VUE. This amendment adds two Logitech Quickcam Pro 9000 PC cameras (enhanced equipment) mandated by Pearson VUE. The addition of these cameras will enhance the integrity of the testing process by providing a picture of the examinee for protection of their identity when taking a Pearson VUE test.</p>	E

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608		Pearson VUE			Authorized Center Agreement		Pearson VUE	GU001 General Unrestricted	11/19/12	11/19/13	The term of this Agreement will commence on the Effective Date and will expire twelve months after the Effective date, unless terminated earlier as provided in this Agreement. Following the initial Term, <b>this Agreement will automatically renew for an additional four (4) year period on the same terms and conditions, unless terminated earlier as provided in this Agreement.</b> Provided that the terms of this Agreement shall govern during any period during which Company continues to avail itself of the services or perform the services intended hereunder despite termination or expiration of the Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement	Either party may terminate this Agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this Agreement, or with cause of any kind, Pearson VUE may immediately terminate this Agreement. Termination will be in addition to any other remedies either party may have.	Authorized Center Agreement between KCCD, on behalf of Cerro Coso Community College (CCCC), and Pearson VUE. Pearson VUE is a business that provides testing services to individuals who have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification. Pearson VUE furnishes testing services for a variety of disciplines including for Security, EMT, and Teacher Certification, by contracting with companies which provide testing environment, high quality service, an dependability for delivery of the electronic testing service. Pearson VUE will pay CCCC delivery and registration fees in accordance with the monthly volume schedule.	R

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609		PeopleAdmin	PEOADM	Jeff Carpenter	Agreement - Service (renewable annually)		PeopleAdmin	GU001-140GR1-5119-673000	02/01/07	01/31/08	This agreement shall extend for twelve (12) months (the "Initial Term") from the implementation date and shall automatically renew for subsequent 12-month periods.	Either party may terminate this agreement, for any reason, with at least 30 days written notice to the other party. OTHER TERMS AND CONDITIONS: (a) Discount -- The annual Service fee will be reduced to \$18,000 if customer returns an executed copy of this agreement to PeopleAdmin on or before January 15, 2007. (b) Renewal Pricing. The annual Service Fee for the first two Renewal Terms (years 2 and 3) will not increase more than 5% from the previous term assuming the same set of features described i this agreement. If PeopleAdmin offers additional features, customer has the option, but is not required, to contract for those new features at a mutually agreed upon price.	Service agreement between KCCD and PeopleAdmin. PeopleAdmin offers software on a fully hosted basis to assist in automating the acceptance and processing of employment applications. This software would be utilized by the District to facilitate the centralization of the recruiting process. The acquisition of this software was discussed with and reviewed by the District's IT Department to ensure its compatibility with the District's Banner System. There would be an annual renewal fee of \$7,000.	E
610		PeopleAdmin	PEOADM	Jana Wilson	Statement of Work		PeopleAdmin	GU001	N/A	N/A	N/A	unknown	Statement of Work between KCCD, on behalf of Human Resources (HR), and PeopleAdmin, Inc. PeopleAdmin, Inc. currently administers the District's online application system. This Statement of Work is for an upgrade to the current system and additional training to assist HR staff with optimizing the system to better suit users needs.	E

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611		Pepsi	PEPCOL	Cliff Rodriguez	Agreement - Beverage		The Pepsi Bottling Group		09/01/06	09/01/11	The term of this agreement shall be <b>five (5) year period from the date hereof and ending on August 31, 2011 unless terminated as provided herein.</b>	(B) The school may terminate this agreement for any breach of this agreement's material terms by Pepsi. The school shall provide Pepsi with written notice of the breach and provide a thirty (30) day opportunity for Pepsi to cure such breach. If Pepsi fails to cure the breach within the thirty (30) day period, the School, may terminate the agreement upon written notice to Pepsi. Without prejudice to any other right or remedy available to either party at law or in equity of any event described, this agreement may be terminated by either party if the other party, or any parent of such other party, shall: (1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the US Code as amended, or any successor statute, thereto, be applicable to this agreement; or (2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (3) audit in writing its inability to pay	Agreement between Bottling Group, LLC, dba The Pepsi Bottling Group, and KCCCD on behalf of <b>Cerro Coso Community College</b> . Informal bid proposal were received by CC for the exclusive rights to develop and carry out a program of sale of Pepsi beverages at all sites served by the college. Two proposals were received, Coca Cola and Pepsi. Pepsi was the successful proposal based upon yearly payment to CC and yearly product support and pricing. Over the five year period of the agreement with Pepsi, an annual sponsorship payment to CC will be made in the amount of \$9,000 per year for a total of \$45,000 in revenue from Pepsi. CC will also receive approximately \$2,250 in free product donations each year for a five year total of \$11,250. CC will also generate revenue from the vending machines product sales of approximately \$15,000 per year. The total projected revenue from the five year agreement with Pepsi is \$131,250 or \$26,250 per year.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
612		Pepsi	PEPCOL	Robert Buerger	Agreement - Beverage		The Pepsi Bottling Group		08/01/04	07/31/09	The term of this agreement shall be <b>five (5) years beginning August 1, 2004 and ending July 31, 2009, unless mutually extended or sooner terminated as provided herein.</b>	(a) Either party may terminate this agreement for cause, which shall include, without limitation, a material breach of this agreement; provided, however, that the terminating party has given the other party written notice of the breach or other cause and the other party failed to remedy or cure the breach or other cause within thirty (30) days of such notice.	Agreement between Bottling Group, LLC, dba The Pepsi Bottling Group, and KCCD on behalf of <b>Porterville College</b> . Over the five year period of the agreement with Pepsi, an annual sponsorship payment to PC will be made in the amount of \$7,600 per year for a total of \$38,000 in revenue from Pepsi.	R
613		Pest Master Services	PESSER	Jack Baker	Agreement - Service		Pest Master Services	GU001	10/13/03	10/12/05	This agreement is for the initial period of 12 months and <b>shall continue on a regular basis until canceled in writing.</b>	unknown	Agreement between Cerro Coso Community College, Eastern Sierra College Center-Bishop, on behalf of KCCD and Pestmaster Services to perform pest removal services for the Bishop campus. Service to include exterior treatment and interior inspection. This agreement is for the initial period of 12 months and shall continue on a regular basis until cancelled in writing.	E

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614		PG&E	PE&E	Denise A. Newton 873-4444	Agreement - Natural Gas Service Agreement		PG&E		10/14/99		This NGSA is effective 3/1/98. The initial term of this NGSA, unless otherwise specific in Exhibit A, will be twelve (12) months. After that, this NGSA <b>will continue on a month to month basis unless terminated by customer upon thirty (30) days' prior written notice to PG&amp;E, or unless terminated by PG&amp;E</b> upon the approval of or an order by the CPUC.	After that, this NGSA will continue on a month to month basis unless terminated by customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC.	Natural Gas Service Agreement (NGSA) between Pacific Gas and Electric Company (PG&E) and KCCD. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).	E



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615		Pharos Systems International		Frank Piazza	Installation Deliverables Agreement BAKERS01_20120 104_djc01		Pharos Systems International	GU001	01/01/12	06/30/12	The hours for this project must be scheduled and services rendered, sometime during the time period of January 1st, 2012 thru June 30th, 2012 as requested by KCCD.	unknown	An Installation Deliverables Agreement between the KCCD, on behalf of Porterville College, and Pharos Systems International. Pharos Systems International will provide consulting services to assist the District with the installation and configuration of Pharos Uniprint for PC. Pharos Uniprint is a flexible, scalable, and device-independent system for tracking, monitoring, controlling, and charging for network printing. It delivers print cost savings paper waste reduction, and convenient print services in college computer labs.	E

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616	Pike Plumbing Company, Inc.			Irvin Pike	Contract		Pike Plumbing Company, Inc.	SRID-MG100 CC101	11/10/11	01/12/12	75 calendar days	Should Contractor commit any of the acts specified in this paragraph, by giving seen day's written notice to Contractor, Owner may, without prejudice to any other rights or remedies afforded Owner by law or by this Agreement, terminate the services of Contractor under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if Contractor: (A) is adjudged a bankrupt; (B) Makes a general assignment for the benefit of creditors; (C) Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement; (D) Fails to make prompt payment to subcontractors, workers, or material men for labor performed on or materials furnished to the Project; (E) Persistently disregards any laws or ordinances relating to the Project or its completion; or (F) Otherwise commits a substantial violation of any of this Agreement.	Agreement with Pike Plumbing Company, Inc. in the amount of \$102,329.00 for the Cerro Coso Community College Gymnasium Boilers Replacement Project. There are two boilers that are 18 years old and failing on a regular basis. It has now become dangerous to operate and has become a maintenance issue and is not energy efficient. The work involves replacing the two old inefficient boilers including water treatment chemicals, insulation of all lines, pumps, expansion tank, and installing new controls to make a complete system.	E

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617		Pitney Bowes	PITBOW1		Agreement - Term Rental		Pitney Bowes	GU001	07/01/08	06/30/11	Agreement shall be automatically renewed for successive twelve (12) month periods (or until expiration or termination of the lease agreement), unless Pitney Bowes receives from you written notice of termination at least sixty (60) days before the end of the initial term or the then current renewal term.	<p>Pitney Bowes may terminate services at Pitney Bowes' discretion, with notice to you. If the equipment covered by this agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 11.0. In the event of such a revision, you will receive a prorata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. (see agreement for more information).</p>	<p><b>RENEWAL</b> of a Term Rental Agreement between KCCD and Pitney Bowes, Inc. The agreement provides for the rental and maintenance of the Postage-by-Phone machine that is used for the processing of Financial Aid checks and Student Bills for the three colleges.</p>	E

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618		Pitney Bowes	PITBOW1	Colleen McConnon 203-922-5767	Agreement - Hardware Service Agreement Multi-Vendor Services		Pitney Bowes, Inc.	GU001	09/01/08	07/31/09	Agreement shall be automatically renewed for successive twelve (12) month periods, unless PBI receives written notice of termination from customer at least sixty (60) days before the end of the initial term or the then current renewal term.	This agreement will terminate prior to its expiration date upon the occurrence of any of the following events: (1) At PBI's option, if (i) the equipment is moved to a different location, or (ii) modifications or additions not authorized by PBI are made to the equipment; (2) If any proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction is filed by or against customer or PBI; or (3) If either party defaults in the performance of any of its obligations under this agreement, provided (i) the non-defaulting party gives the defaulting party a written default notice which shall specify the default, the action necessary to cure the default and the cure period within which the defaulting party must cure the default, which cure period shall not be less than ten (10) days for a payment default, and twenty (20) days for a non-payment default, and (ii) the defaulting party does not cure the default to the reasonable satisfaction of the non-defaulting party within the applicable cure period. Termination of this agreement for any reason shall not relieve either party of the obligation to pay any amounts due, or to give any credit due, for services rendered prior to the effective date of termination.	<b>RENEWAL</b> of a Hardware service Agreement between KCCD and Pitney Bowes, Inc. The agreement provides for the maintenance of the Folder/Sealer machine that is used for the processing of Tax Forms, Financial Aid checks and Student Bills for the three colleges.	E

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619		Pitney Bowes	PITBOW1	Shelley Melton	Agreement - Equipment Lease and Service Agreement		Pitney Bowes	GU001- 230MR1- 5608-677090	04/01/10	03/31/14	Term: 4/1/10 - 3/31/14		Agreement between KCCD, on behalf of Bakersfield College and Pitney Bowes. This is an Equipment Lease Agreement to upgrade the current digital mailing system to a SmartMailer Postal machine. The agreement also includes the support and service to the SmartMailer. The upgraded machine/program contains a GEO Coding process which will target zip codes for bulk mailings and comes with "VeriMove". This automatically updates the mailing lists (bulk mailings of course) to new addresses when someone has moved. This will benefit in both convenience and cost savings. Each letter that is returned to BC costs the District 44¢.	E

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620		PLATO	PLALEA	Kimberly Nickell	Service Support Annual Renewal Order Form		PLATO Learning	GU001-2111F0-5650-678020	07/01/11	06/30/12	This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement	A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.	<b>RENEWAL</b> contract between the KCCD, on behalf of <b>Bakersfield College</b> , and PLATO Learning. This is a renewal of the PLATO Learning software that is the key component of BC's Learning Center lab offerings, servicing over 1800 students each semester in developmental math, and reading and writing labs that equip them to progress in their post-secondary education. This contract includes a support services hotline, product maintenance, notification of product updates, the updates themselves, and discounts on new products within the current license agreement.	E

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621		Policy Center on the First Year of College			Contract - Professional Services		Policy Center on the First Year of College	RP via CSUB	08/01/06	07/31/07	Two year period from August 1, 2006 - July 31, 2008.	BC may terminate this agreement at any time, and the Policy Center may terminate if BC breaches this agreement. However, no refunds shall be issued by the Policy Center for termination after August 1, 2006. All licenses shall be terminated upon termination of this agreement.	Agreement between the KCCD, on behalf of Bakersfield College, and the Policy Center of the First Year of College for participation in the Foundations of Excellence National Select CoHort. Foundations of Excellence is a comprehensive, guided self-study and improvement process for the first year of college that enhances an institution's ability to realize its goals for student learning, success, and persistence. Foundational Dimensions will guide measurement of institutional efforts and provide an aspirational model for the entirety of the beginning college experience from initial contact with potential students through admissions, orientation, and all first- year curricular and co-curricular experiences. Funding is provided by the Title V Collaborative grant with CSUB.	E

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622		Pony Espresso		Katherin Lara	Service Agreement		Pony Espresso	GU001	02/22/12	06/30/13	The term of the agreement is from February 22, 2012 to June 30, 2013. The contract may be renewed by mutual agreement of the parties for an additional period not to exceed two (2) years, pursuant to Education Code 81644.	Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice of termination.	A Service Agreement between KCCCD, on behalf of Cerro Coso Community College, and Pony Espresso. Pony Espresso will provide non-exclusive food and beverage service to students, employees, guests and other groups from the Coyote Kitchen in the Student Center at Cerro Coso Community College. Hours of operation will be Monday-Thursday 7:00 a.m.-7:00 p.m. and Friday 8:00 a.m.-12:00 noon.	R



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623		Porterville College Foundation	PORCOL2	Marilyn K. Stoneburner	Agreement - Amendment to Lease Agreement <b>(See Second Amendment below)</b>		Porterville College Foundation	CD002	07/01/09	06/30/10	Rent payable at the rate of \$500 per month beginning July 1, 2009 and continuing through June 30, 2010. <b>(See Second Amendment below)</b>	unknown	<b>Amendment</b> to Lease Agreement between the KCCD, on behalf of Porterville College, and the Porterville College Foundation. This amendment changes the original lease agreement dated July 1, 2002 to lease premises at 1056 and 1065 East Date Street for use by the PC Child Care Development Center. The District is no longer in need of the house at 1057 E. Date and desires only to pay the lease fee on the 1065 East Date property. The amendment reduces the monthly rent from \$1800 to \$500, and changes the term of agreement from July 1, 2009, through June 30, 2010. All other provisions of the 2002 agreement will remain in place.	E
624		Porterville College Foundation	PORCOL2	Paula Job	Agreement - <b>Second Amendment</b> to Lease Agreement <b>(See Third Amendment below)</b>		Porterville College Foundation	CD002 Child Care - General Ctr.	07/01/10	06/30/11	Rent payable at the rate of \$500 per month beginning July 1, 2009 and continuing through <b>June 30, 2011. (See Third Amendment below)</b>	unknown	<b>Second Amendment</b> to the Lease Agreement between KCCD, on behalf of Porterville College, and the Porterville College Foundation. This second amendment extends the lease agreement to lease premises at 1065 East Date Street for use by the PC Child Care Development center for one year. The new term of agreement is July 1, 2010, through June 30, 2011. All other terms and conditions remain the same.	E
625		Porterville College Foundation	PORCOL2	Paula Job	Agreement - <b>Third Amendment</b> to Lease Agreement		Porterville College Foundation	CD002 Child Care - General Ctr.	07/01/11	06/30/12	Rent payable at the rate of \$500 per month beginning July 1, 2011 and continuing through <b>June 30, 2012.</b>	unknown	<b>Third Amendment</b> to the Lease Agreement between KCCD, on behalf of Porterville College, and the Porterville College Foundation. This third amendment extends the lease agreement to lease premises at 1065 East Date Street for use by the PC Child Care Development center for one year. The new term of agreement is July 1, 2010, through June 30, 2011. All other provisions remain in place.	E

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626		Porterville College Foundation Swap Meet			Agreement - Lease Service		Porterville College Foundation Swap Meet	RP622 530FO2-8850AA-599999	07/01/10	06/01/15	This agreement shall run from July 1st to June 30th of each year. It shall automatically be renewed in its entirety yearly up to a maximum of five years unless canceled by either party upon at least thirty (30) days written notice or notice of termination received by March 31st immediately prior to the June 30th termination date.	May be canceled by either party upon at least thirty (30) days written notice before the end of the existing term of this agreement. Notice of termination must be received by May 31st immediately prior to the June 30th termination date; otherwise, the agreement automatically renews for another one year term.	Lease-Service Agreement between the KCCD, on behalf of Porterville College, and the Porterville College Foundation. The PC Foundation operates a swap meet and wishes to use the grounds of the college to operate and host the swap meet and to provide an education site and situation for carious classes. PC will provide supervision of cleanup, maintenance and support for the swap meet. The PC Foundation will compensate PC for cots connected to the swap meet.	R

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627		Porterville College Site Leasing/RE: Lease Revenue Bonds		Philip C. Morgan	Agreement - Site Lease		Site Lease (Porterville College Instructional Building)		12/01/90	12/01/15	The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Kern County, State of California, or December 1, 1990, and shall end on December 1, 2015, unless such term is extended or sooner terminated as hereinafter provided.	Term shall end on Dec 1, 2015. If on such date, the bonds or other indebtedness of the board (the "Bonds") issued to repay any interim loan incurred by the Board to pay for the construction of the Project and certain related costs shall not be fully paid and retired or the indenture authorizing such Bonds shall not be discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond December 31, 2024. If prior to December 31, 2024, all Bonds and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Board, whichever is earlier.	Site Lease, dated as of October 1, 1990, by and between the KCCD, on behalf of Porterville College Instructional building, and the State Public Works Board of the State of California (Board). The Board intends to assist the District by financing the Construction, plus certain related costs, of an instructional building (herein called the "Project") on the Site, as hereinafter defined (the Site and Project are together herein called the "Facilities"); and whereas, the Board intends to lease the Project to the District by a facility lease and the District intends to enter into such a lease with the Board as a material consideration for the Board's agreement to finance the construction of the Project for an on behalf of the District.	

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628		Porterville College Site Leasing/RE: Lease Revenue Bonds		Philip C. Morgan	Agreement - Facility Lease		Facility Lease (Porterville College Instructional Building)		12/1/1990	12/01/15	The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Kern County, State of California, or December 1, 1990, and shall end on December 1, 2015, unless such term is extended or sooner terminated as hereinafter provided. <b>If on December 1, 2015, the Bonds shall not have been fully paid and retired, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this lease shall be extended until the date upon which all the Bonds shall have been fully paid and retired, except that the term of this lease shall in no event be extended beyond December 31, 2024.</b> If prior to December 31, 2024 the Bonds shall have been fully paid and retired, then the term of this lease shall end simultaneously therewith.	Term shall end on Dec 1, 2015. If on such date, the bonds or other indebtedness of the board (the "Bonds") issued to repay any interim loan incurred by the Board to pay for the construction of the Project and certain related costs shall not be fully paid and retired or the indenture authorizing such Bonds shall not be discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond December 31, 2024. If prior to December 31, 2024, all Bonds and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Board, whichever is earlier.	Facility Lease, dated as of October 1, 1990, by and between the KCCD, on behalf of Porterville College Instructional building, and the State Public Works Board of the State of California (Board). The Board has acquired a leasehold interest in certain real property situated at PC and has financed the construction of the instructional building thereon, and certain related costs, by obtaining an interim loan from the Pooled Money Investment Account pursuant to Government Code Section 16312.	

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629		Porterville College Site Leasing/RE: Lease Revenue Bonds		Philip C. Morgan	Agreement - Construction Agreement		Construction Agreement (Instructional Building at Porterville College)		12/01/90	12/01/15	The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Kern County, State of California, or December 1, 1990, and shall end on December 1, 2015, unless such term is extended or sooner terminated as hereinafter provided. <b>If on December 1, 2015, the Bonds shall not have been fully paid and retired, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this lease shall be extended until the date upon which all the Bonds shall have been fully paid and retired, except that the term of this lease shall in no event be extended beyond December 31, 2024.</b> If prior to December 31, 2024 the Bonds shall have been fully paid and retired, then the term of this lease shall end simultaneously therewith.	unknown	Constructional Agreement, dated as of October 1, 1990, between the KCCD, on behalf of Porterville College Instructional building, and the State Public Works Board of the State of California (Board). The Board will finance working drawings and the construction of instructional facilities (the "Facility") at PC and has required the Board to contract with the District for all activities required to construct the Facility.	
630		Porterville Developmental Center		Lawana Tate	Agreement		Porterville Developmental Center	N/A	01/07/11	01/06/16	The term of this Agreement shall be from the date of this Agreement for a period not less than the period of time that College Psychiatric Technology students participate in clinical experiences in the Secure Treatment Area of the PDC Center.	unknown	Agreement between the KCCD, on behalf of Porterville College, and the Porterville Developmental Center ("PDC"). PDC has provided 26 alarms and pagers to PC for use by its Psychiatric Technology students while participating in the secure treatment facility at the PDC during clinical hours. This Agreement provides that the PDC will ensure availability and furnish to PC these devices to the students each semester and that the District will assume responsibility for lost or stolen devices.	N/A

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631		Porterville Unified School District	PORUNI1	Manuel Lopez	Agreement - Musical Instrument Lease Agreement		Porterville Unified School District		09/01/04		This lease agreement shall be year-to-year commencing on September 1, 2004.	The term of this Lease shall be year-to- year commencing on September 1, 2004.	This Lease Agreement is made and entered into this first day of September 2004 by and between Porterville Unified School District, ("Lessee") and KCCD ("Lessor"). Lessee shall pay to Lessor as rent for the Musical Instruments the sum of one dollar for the first year term of the lease. Rent for subsequent years shall be mutually determined and agreed upon by the Lessee and Lessor each year at least sixty (60) days prior to commencement of the contract term and payable in advance on the first day of each contract year during the term hereof. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the US to the Lessor at the address stated herein for notices or to such other persons or such other places as the Lessor may designate to Lessee in writing.	

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632		Porterville Unified School District	PORUNI1	Manuel Lopez	Facility Rental Agreement		Porterville Unified School District		05/20/12		5/20/2012	If applicant wishes to terminate this Contract without penalty, Applicant must notify the Auditorium / Theatre at least Seven (7) days prior to first rehearsal date. If Applicant fails to notify the Auditorium / Theatre a basic rental rate will be charged to the Applicant.	Facility Rental Agreement between KCCD, on behalf of Porterville College, and Porterville Unified School District. This Agreement is for PC Associate Degree Nursing Program to rent the Porterville Memorial Auditorium Frank "Buck" Shaffer Theatre to conduct the completion and pinning ceremony for program students to be held on May 20, 2012, anticipating 200 people attending.	E
633		Porterville Unified School District		Ken Gibbs	Agreement - Vendor		Porterville Unified School District	FD400 - District Childcare Food	08/23/11	08/23/16	Five years commencing August 2011	This agreement may be canceled by either party upon the giving (30) thirty days written notice to the other party.	Agreement between the KCCD, on behalf of Porterville College, and Porterville Unified School District. KCCD wishes to establish a vendor agreement for preparation and delivery of meals and snacks to PC Child Development Center. The recommended vendor currently has this agreement with other agencies within the Porterville area. This agreement will not exceed the cost of the Child Care Food Program. The cost will be \$3.90/child/day.	E

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634		Porterville Unified School District		Ken Gibbs	Agreement - Vendor		Porterville Unified School District	RP363 - Profits PF300 - Investment	08/23/11	08/23/16	The term of this Agreement will be for five (5) years, beginning August 15, 2011, and ending July 31, 2016. Vendor will be provided either 120 days written notice or a four month extension if a successor agreement is not mutually agreed to by the parties prior to the end of the term.	(1) Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for a College/University Foodservice operation. (2) If Vendor shall fail to fulfill or perform any material obligation of Vendor under the agreement (to be established upon the College's selection of a Vendor) and such failure shall continue for fifteen (15) days following written notice (the "Default Notice") from the College to Vendor informing Vendor if its failure to fulfill or perform said material obligation, then the College on behalf of PC may terminate the Agreement by providing Vendor with sixty (60) days written notice (the "Termination notice"). (3) Either party may terminate the Agreement without cause by giving the other party sixty (60) days written notice of termination.	Contract for the Management and Operation of the Porterville College Foodservice, on behalf of Porterville College, with Porterville Unified School District. A formal bid process has been completed and the results have been tabulated, reviewed, and recommendations have been made. KCCD wishes to establish a vendor agreement for management and operation of Foodservices at PC. The agreement will provide full-service, on campus foodservice, including catering.	R
635		Porterville Unified School District		Ken Gibbs	Agreement - Vendor		Porterville Unified School District	PF300 - PC Food Service	07/11/11	08/11/11	July 11, 2011 to August 11, 2011	unknown	Agreement between the KCCD, on behalf of Porterville College, and Porterville Unified School District. KCCD wishes to establish a bridge agreement to provide payment for costs incurred prior to the approval of the PC Foodservice Management and Operation Agreement. This agreement only provides financial protection for PC Foodservice inventory purchased and hours spent after PUSD Board approval. The agreement will be deemed null and void upon KCCD Board of Trustee approval of the Foodservice Management and Operation Agreement.	E



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636		Porterville, City of Use of PC Tennis Courts		John Rankin, Jr., Mayor	Agreement - use of PC Courts		Porterville, City of Use of PC Tennis Courts		07/01/87	06/30/12	This Agreement was executed July 1, 1987 and to run for a period of twenty-five (25) years beginning July 1, 1987 and ending June 30, 2012.	The District may, at any time during the period of this agreement, choose to pay \$6,500.00 to the City and declare this agreement void.	Agreement between City of Porterville, and KCCD. City intends to assist in refurbishing the tennis courts at PC with \$6,500 received through the 1986 Park Bond Act.	
637		Portland Energy Conservation, Inc (PECI)			Participation Agreement - 629-Kern-100		Portland Energy Conservation, Inc (PECI)	New RP	08/04/10	06/30/12	The term of this Scope of Work is August 4, 2010 until March 31, 2012.	(a) Termination for Convenience. Either party shall have the right to terminate this Agreement for convenience, on forty five (45) days written notice to the other party. Any right of early termination shall be in addition to, not in replacement of, any and all rights and remedies a party may have for breach of the Agreement by the other Party. (b) Termination for Cause. Peci shall have the right, but not the obligation, terminate this Agreement, on seven (7) days written notice, in the event College's Work or performance thereof, fails to conform to the requirements of the Agreement. In addition, College shall have the right, but not the obligation, to terminate this Agreement in the event Peci fails to pay any arrearage with sixty (60) days of the original due date. Any right of early termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Agreement by the other Party.	Agreement between the KCCD and Portland Energy Conservation, Inc (PECI). KCCD will provide training services and coordination with community colleges to Portland Energy Conservation, Inc. for the EnergySmart Jobs Program. The project will focus on created energy savings and new jobs via energy efficiency and refrigeration technology training in California.	R

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638		Postage One		Jeff DeVico	Service Agreement and Rider		Postage One		02/01/12			This agreement may be terminated in writing by either party with thirty (30) days written notice.	Service Agreement and Rider between the KCCD and Postage One. Postage One is a Mail Unit of the United States Postal Services (USPS) and contracted by the USPS to process discounted postage rate mail, otherwise called presorting. Using a presort service allows the District to be eligible to post mail at the discounted basic presort postage rate for 1 and 2 ounce First-Class metered letters or permit mail. Based on present use, this will result in an annual savings to the District of approximately \$4,600.	E

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639		PPV (Public Private Ventures)	PPV	James Goodell	Agreement - Land Acquisition		PPV, Inc. (Public Private Ventures)		08/30/04		unknown	District shall have the right, at its sole discretion and without cause, to terminate this agreement at any time upon thirty (30) days prior written notice to PPV. Upon such termination, District shall pay to PPV the accumulated minimum and hourly fees and reimbursable expenses accrued to the date of termination. In addition, if either party shall be in default, and the defaulting party fails, within thirty (30) days after written notice of such default, to cure such default, then the non-defaulting party hereto shall have the right to immediately terminate this agreement. For the purposes of this section, default of this agreement shall include but not limited to assignment of this agreement by either party without consent of the other party, or gross irresponsibility or negligence in a party's performance of any required action or any of its other responsibilities under this agreement.	Phase Two Mammoth Project and Land Acquisition Agreement PPV, Inc. and KCCD. PPV will perform the basic services as outlined in Attachment A, attached hereto. These services are described in two sections: (1) Planning, management and development services to assist District to meet its objectives at the Mammoth campus. (2) Assist the District to acquire land for one or more new campuses in the Bakersfield metropolitan area.	E

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640		PPV (Public Private Ventures)	PPV	Linda Calla 626-795-0919	Agreement - Amendment to Land Acquisition		PPV, Inc. (Public Private Ventures)	MG100	10/01/07	10/01/12	Unless earlier terminated, this agreement shall terminate as of October 1, 2012 unless the parties have executed a further amendment to extend the term on or before that date.	Unless earlier terminated, this agreement shall terminate as of October 1, 2012 unless the parties have executed a further amendment to extend the term on or before that date.	<b>Amendment</b> to the land acquisition agreement between KCCD and PPV, Inc. The District has acquired the 235 acre Kratzmeyer Road property in Kern County west of the City of Bakersfield. The District intends to construct a full college campus on 100 acres. The District wishes to plan, and ultimately dispose of, or develop the remaining land with viable public, public-private and/or commercial uses in a manner that will support the growth and development of the new campus. This commercial uses in a manner that will support the growth and development of the new campus. This amendment will allow PPV to prepare a land use, development and implementation plan for the subject property, and to assist the District with the land use entitlement and disposition of the property.	E

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641		Precision Document Imaging		Justin Long	Agreement - Statement of Work		Precision Documents	GU001	10/18/10	11/30/10	unknown	unknown	A Statement of Work between the KCCD, on behalf of Cerro Coso Community College, and Precision Document Imaging (PDI). Precision Document Imaging will provide installation services to upgrade CCCC document imaging system from version 7 to version 8.1.2. Version 7 is no longer supported.	E
642		Precision Documents	PREDOC	775-337-1994	Agreement - Annual Support Agreement		Precision Documents	RP302	04/18/08	04/14/09	unknown	unknown	<b>RENEW</b> a support agreement between the KCCD, on behalf of Cerro Coso Community College, and Precision Document Imaging (PDI). Renewal of annual support agreement for the LaserFiche system at Indian Wells Valley campus, located in the Admissions and Records Department. Machine Serial # VGLS-NLAG-NISC-KAIG.	E

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643		Professional Personnel Leasing, Inc.		Guy F. Lease	Contractual Services Agreement		Professional Personnel Leasing, Incorporated	GU001	04/01/12	10/31/12	This Agreement shall remain in full force and effect beginning April 1, 2012 and ending October 31, 2012.	unknown	Agreement between the KCCD and Professional Personnel Leasing, Incorporated, to assist in the comprehensive search for the position of President, Bakersfield College April 1, 2012 through October 31, 2012. This agreement includes visits by PPL staff; telephone and mailing expenses for recruiting candidates; communicating with the Chancellor or designees, search committee, candidates, district liaison, and other staff as required; the development of search process materials for the search; and comprehensive reference reports.	E

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644		Prometric	PROMET	Nancy Higgs	Agreement - Operating		Prometric		10/06/03	2004		<p>This agreement will automatically renew for an unlimited number of consecutive one (1 year renewal periods on the expiration date unless either party notifies the other, at least thirty (30) days before the expiration date of the initial or renewal period. Either party may terminate this agreement at anytime within thirty (30) days advance written notice to the other party. This agreement may be terminated by Prometric if operator breaches a material provision of this agreement or breaches any of the requirements or standards of the manual, but only after notice and an opportunity to cure has been given to Operator. With respect to a monetary default, the notice must provide for a period of ten (10) days to cure the breach. With regard to a non-monetary default, the notice must provide for a period of thirty (30) days to cure the breach. If Operator has not cured the breach prior to the cure date set forth in the notice, Prometric may terminate this agreement.</p> <p>This agreement shall commence on effective date and will expire on June 30, 2004, unless earlier terminated as provided herein.</p>	<p>Operating agreement for Prometric Testing Center (APTC) and Cerro Coso Community College (Operator). Prometric is engaged in the business of developing and administering secured computer-based assessments for various academic and professional, corporate and Information Technology clients. To this end, Prometric has developed and manages a network of computer-based testing centers throughout the world for the purposes of delivering these tests. Prometric has offered to Operator the opportunity to provide computer-based testing services on the Operator's premises in a Facility provided by Operator. Operator has agreed to provide the Facility and to comply with additional obligations required by Prometric as set forth herein or in written procedures and operations manuals provided by Prometric.</p>	

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645		Pro-Tech Safety Consulting, Inc.		Ron Jordan	Consulting Agreement		Pro-Tech Safety Consulting, Inc.	CE010 Contract Education	01/30/12	06/30/12	This Agreement is made on January 30, 2012 and will last until June 30, 2012.	unknown	Agreement between the KCCD, on behalf of Cerro Coso Community College, and Pro- Tech Safety Consulting. Cerro Coso Community College anticipates hiring Pro- Tech Safety Consulting to provide qualified instructors to teach training classes on-site for Contract Education clients secured through Cerro Coso's Office of Contract & Community Education. Pro-Tech Safety Consulting provides training classes covering, but not limited to: Flagging, OSHA, CPR, Emergency Response, SB198, AB1825 Sexual Harassment & Hazard Communication.	E



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646		Providea	PROVID2	Buck Jellison	Agreement - Maintenance Contract		Providea, Inc.	GU001	07/01/08	12/31/09	The term of this agreement as defined in the Schedules. Individual services may be associated with different terms. In all cases, the term and cancellation policy associated with the Schedule will apply to the services defined in that schedule.	Either party may terminate or cancel this agreement if the other fails to cure a material breach of the agreement within 30 days after receiving written notice of the breach. A schedule may be terminated in accordance with its termination provision. Providea reserve the right, but assume no obligation, to suspend performance immediately if you are more than 30 days overdue in payments or if, in our reasonable judgment, you have violated Section 10.	Maintenance contract between KCCD and Providea, Inc. This <b>maintenance contract</b> is for Video equipment that supports Distance Learning Programs and Administrative Video conferencing within the KCCD. This contract is for on-site maintenance.	E
647		Providea	PROVID2	Chris Heimlich 805-384-9995	Agreement - Statement of Work		Providea, Inc.	GU001	01/04/10	06/30/10	unknown	unknown	<b>Statement of Work</b> between KCCD and Providea, Incorporated. Providea, Incorporated will provide installation services to upgrade the Videoconferencing equipment used for Administrative Video Conferencing at <b>Bakersfield College, Cerro Coso College and Porterville College</b> . The installation of this equipment will occur at each of the Colleges' main campus.	E
648		Providea	PROVID2	Chris Heimlich 805-384-9995	Agreement - Statement of Work		Providea, Inc.	GU001	01/04/10	06/30/10	unknown	unknown	<b>Statement of Work</b> between KCCD and Providea, Incorporated. Providea, Incorporated will provide installation services to migrate <b>KCCD</b> from its existing Polycom Video Conferencing scheduling system, known as the SE200, to a new Polycom scheduling system known as the CMA.	E

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649		Providea	PROVID2	Chris Heimlich 805-384-9995	Agreement - <a href="#">Statement of Work</a>		Providea, Inc.	GU001	06/01/10	08/31/10	unknown	unknown	<b>Statement of Work</b> between KCCD, on behalf of <b>Cerro Coso Community College</b> , and Providea, Incorporated. Providea, Incorporated will provide installation services to upgrade the Integrated Videoconferencing Equipment at CCCC's Indian Wells Valley (IWV), Kern River Valley (KRV), Eastern Sierra Bishop and Eastern Sierra Mammoth campuses. The installation of this equipment will occur at : IWV campus room 722, KRV campus room 110, Eastern Sierra Bishop campus room 110, Eastern Sierra Mammoth campus room 202.	E
650		Public Telecomm. Facilities Program (PTFP)		Ben Ennis 781-8888	Agreement - Lease		Public Telecomm. Facilities Program (PTFP)		02/10/2000	02/10/2010	The initial term of this Lease shall be for a period of ten (10) years. At the end of the Initial Term, the Lessee shall have the option to renew and extend this Lease for two (2) successive five (5) year periods as determined by Lessee. The Lessee shall exercise these options by giving the Lessor written notice of its intent to do so not less than thirty (30) days prior to the expiration of the Initial Term or five (5) year extension thereof then in effect.	At the end of the Initial Term, the Lessee shall have the option to renew and extend this Lease for two (2) successive five (5) year periods as determined by Lessee. The Lessee shall exercise these options by giving the Lessor written notice of its intent to do so not less than thirty (30) days prior to the expiration of the Initial Term or five (5) year extension thereof then in effect. All terms, covenants and conditions of this Lease shall remain in full force and effect during any extension thereof. Access and control of the site improvements and installed equipment made by PC within the scope of the Public Telecommunications Facilities Planning (PTFP) grant funds shall be under the auspices of the U.S. Dept of Commerce, National Telecommunications and Information Administration (NTIA). The NTIA/PTFP shall have complete access for inspections and retain the right to remove or modify equipment as they see fit for the period of 10 years commencing with the initial date of this agreement.	Lease Agreement between Benn Ennis ("Lessor") and Porterville College (Lessee"). The Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor that certain piece or parcel of land and access (hereinafter being referred to as the "Premises") located in Porterville in Tulare County in the State of California. Rent - During the Initial Term, the Lessee shall pay the Lessor an annual rent for the Premises described the sum of seven thousand five hundred fifty-five Dollars (\$7555). Rental payments are to be paid annually. Payment shall commence within thirty (30) days after the removal of the contingencies described in Paragraph 6. Any options to extend this lease shall include an increase of 2% per year effective on each anniversary date.	E

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651		Quest Software	QUESOF	Joann Sizemore 614-726-4678	Agreement - Maintenance Renewal		Quest Software	GU001	06/30/09	06/30/10	unknown	unknown	<b>RENEWAL</b> Software support and maintenance agreement between KCCD and Quest Software. The Quest Software Toad for Oracle product is a comprehensive database tool for development and administration that enables KCCD to perform daily tasks such as report queries, database performance and troubleshooting. This Software Support and Maintenance Agreement provides KCCD with enhancements and/or upgrades of the software and customer support.	E
652	Quinn Power Systems		QUIPOW	David Covell 562-463-6082	Agreement - Maintenance		Quinn Power Systems	GU001-23MOB-5691-651000	06/23/08	05/22/09	This agreement is valid for a term of five years until cancelled or non-renewed. At the end of the five year term the agreement may be renewed for an additional five years.	This agreement shall commence on the date first written and shall continue until the end of the coverage term as stated in paragraph 2 or terminated by either party giving the other party thirty (30) days written notice of termination.	Agreement between the KCCD, on behalf of Bakersfield College, and Quinn Power Systems. Quinn agrees to perform periodic preventive maintenance on the Caterpillar D150-8 backup generator. This generator will be used by Information Services and Media Services in the Grace van Dyke Bird Library building in case of a power outage.	E

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653		Rancho Santiago Community College District		Enrique Perez (714)480-6410	Agreement - Subgrant (See <b>First Amendment below</b> )		Rancho Santiago Community College District	New	12/01/10	03/31/11	The period of performance for this Agreement shall be from December 1, 2010 through March 31, 2011. (See <b>First Amendment below</b> )	No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.	Subgrant agreement between the KCCD and Rancho Santiago Community College District, for an Entrepreneurship Career Pathways Project grant. The District will implement the Young Entrepreneurs Project (YEP) to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as legitimate lifetime career paths providing reliable living wages. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path.	R
654		Rancho Santiago Community College District		Pat Carpenter	Agreement - First Amendment to 09-172-041 <b>Sub-agreement</b>		Rancho Santiago Community College District	RP143 - Youth Entrepreneurship Program/Rancho Santiago	12/01/10	06/30/11	The period of performance for this Agreement shall be from December 1, 2010 through <b>June 30, 2011</b> .	No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.	First Amendment to the Grant Sub-agreement between the KCCD and Rancho Santiago Community College District. This First Amendment extends the term of the initial agreement from March 31, 2011 to June 30, 2011 for the implementation of the Young Entrepreneurs Project (YEP) that brings business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path.	R

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655		Research and Planning Group for California Community Colleges		Kathy Booth	Memorandum of Understanding		Research and Planning Group for California Community Colleges	GU001	12/01/11	08/31/13	This MOU shall be in effect for districts in the academic years 2011- 2012 and 2012-2013 ending August 31, 2013.	Any participant(s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to Kathy Booth, the RP Group. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.	Memorandum of Understanding between the KCCD, on behalf of Porterville College, and the Research and Planning Group for California Community Colleges. This Memorandum of Understanding provides for PC's participation in a cost effective student support study in collaboration with the Research & Planning Group for California Community Colleges, a project funded by the Krege Foundation, that seeks to articulate how student support can be delivered in a cost-effective manner so that community colleges can narrow the achievement gap for Latino and African-American students, and enable more students to achieve transfer, a degree, and/or a certificate.	R

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656		Remote- Learner.net, Inc.		Bryan Williams	Agreement - Hosting Services Agreement		Remote- Learner.net.Inc	GU001	07/01/10	06/30/13	The initial term of this agreement shall be from July 1, 2010 to June 30, 2011. Annual extensions of this term for the purpose of providing the hosted Moodle service <b>will be automatically renewed on each succeeding July 1 for no more than two succeeding years.</b> For all subsequent annual periods, the annual service fee will not increase by more than Core CPI + 3% over the amount of the immediately preceding annual period.	(a) Termination With Cause: Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by KCCD for an uncured material breach, KCCD will receive a pro-rated refund of the annual service fee calculated from the date of termination to the end of the applicable annual period. (b) Termination Without Cause: The KCCD can terminate the Agreement at the end of each annual period by giving at least thirty (30) days prior written notice.	Hosting Services agreement between the KCCD and Remote-Learner.net.Inc. KCCD has adopted Moodle, an e-learning Course Management System, for the delivery of all online instruction. Remote-Learner will provide KCCD with a fully managed Moodle Hosting Service solution that includes servers, support and backup and recovery services.	E

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657		Remote-Learner.net, Inc.		Justin Williams	Agreement - Work Engagement		Remote-Learner.net.Inc	GU001	07/21/10	08/31/10	Term: July 21, 2010 - August 31, 2010. All work will be completed by August 31, 2010. This agreement will become effective when signed by both parties and twill terminate on the earlier of the date Remote-Learner completes the services required by this Agreement or the date a party terminates the Agreement as provided.	With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes: material violation of this Agreement, or Client failure to pay Remote-Learner fees as provided in this agreement, where remote-Learner has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client. Company shall be entitled to full payment for services performed prior to the date of this Agreement is terminated.	Work Engagement agreement between the KCCD and Remote-Learner.net.Inc. KCCD has adopted Moodle, an e-learning Course Management System, for the delivery of all online instruction. Remote-Learner will provide KCCD with consulting services to assist with the installation, configuration and testing of the banner - Moodle integration modules that will populate KCCD's Moodle instances with student, faculty, course and enrollment data.	E
658		Residence Inn by Marriott - LAX/EI Segundo		Veronica Hill	Banquet Event Order		Residence Inn by Marriott - LAX/EI Segundo	CE035 - Contract Education	03/27/12; 06/12/12; & 12/13/12	03/29/12; 06/14/12; & 12/13/12	March 27-29, 2012; June 12-14, 2012; and December 11-13, 2012	unknown	A Meeting Room Rental Agreement between the KCCD and Residence Inn by Marriott LAX/ EI Segundo. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	E

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659		Residence Inn by Marriott - San Diego Central		Leslie Rodriguez	Banquet Event Order		Residence Inn by Marriott - San Diego Central	CE035 - Contract Education	4/17/12; 7/18/12; & 10/16/12	4/19/12; 7/20/12; & 10/18/12	Aril 17-19, 2012; July 18-20, 2012; and October 16-18, 2012	unknown	A Banquet Event Order between the KCCD and Residence Inn by Marriott - San Diego Central. This contract will rent the facility required for California Compliance School to conduct Hazardous Waste Generator training.	E
660		Rex A. Phinney, Certified Public Accountant		Rex A. Phinney	Audit Service Engagement Letter		Rex A. Phinney, Certified Public Accountant	To be paid by PC Foundation	07/31/12	12/15/12	Expect to begin audit on approximately July 31, 2012 and to complete information returns and issue report no later than December 15, 2012.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.	Audit Service Engagement Letter between the KCCD, on behalf of the Porterville College Foundation, and Rex A. Phinney, Certified Public Accountant, to perform audit services for the Porterville College Foundation for the year ended June 30, 2011. The Audit Service Engagement Letter is for an annual audit for the Porterville College Foundation for the year ending June 30, 2012, and the preparation of the Foundation's federal and state information returns.	E
661		Rex A. Phinney, Certified Public Accountant		Rex A. Phinney	Letter Agreement		Rex A. Phinney, Certified Public Accountant	GU001	01/15/12	02/15/12	The term is from January 15, 2012 through February 15, 2012, or as otherwise agreed to by the parties.	This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.	A Letter Agreement dated December 5, 2011 between the KCCD and rex A. Phinney, Certified Public Accountant. This Letter Agreement provides for Mr. Phinney to compile certain financial information for the development of an Indirect Cost rate for the District with the Department of Health & Human Services for the year ended June 30, 2011. This Letter Agreement does not provide for auditing services of any kind.	E



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662		Rex A. Phinney, Certified Public Accountant		Rex A. Phinney	Audit Service Engagement Letter		Rex A. Phinney, Certified Public Accountant	BC Foundation	02/29/12	04/29/12	Will audit the statement of financial position of BC Foundation as of June 30 2011, and the related statements of activities and cash flows for the year then ended. Will also prepare the Organization's federal and state information returns for the year ended June 30, 2011.	unknown	Audit Service Engagement Letter between the KCCD, on behalf of the Bakersfield College Foundation, and Rex A. Phinney, Certified Public Accountant, to perform audit services for the BC Foundation for the fiscal year ending June 30, 2011. The Audit Service Engagement Letter is for an annual audit for BC Foundation for the fiscal year ending June 30, 2011, and the preparation of the Foundation's federal and state information returns.	E
663		Ridgecrest Gun Range Association		Thomas R. Wiknich	Agreement - Lease		Ridgecrest Gun Range Association		07/01/05	06/30/10	The tem of this Lease shall be for a period of five (5) years commencing on July 1, 2005, and ending on June 30, 2010.	No act of Landlord, including but not limited to Landlord's entry on the Premises or efforts to relet the Premises, or the giving by Landlord to Tenant of a notice of default, shall be construed as an election to terminate this Lease for cause unless a written notice of the Landlord's intent to terminate is given to Tenant or unless termination of this Lease is decreed by a court of competent jurisdiction.	This lease is entered into effective July 1, 2005, by and between Ridgecrest Gun Range Association a California unincorporated association and KCCD,. The Ridgecrest Gun Range is leased to KCCD for the period of years beginning July 1, 2005 and ending June 30,2010. KCCD agrees to pay the Ridgecrest Gun Range during term of the lease, rent in the amount of one dollar (\$1.00). KCCD agrees to maintain the college range during the term of the lease and agrees to assist the Ridgecrest Gun Range in the maintenance of the Public Range as the parties may agree.	E

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664		Ridgeview High School	RIDHIG	William Voss 827-3100	Agreement - use of Facilities		Ridgeview High School		09/01/02	06/30/03	This agreement will be in place from September 1, 2002 to June 30, 2003. Written notice will be provided by either party sixty (60) days prior to the end of the agreement if there is intent not to renew this agreement.	Written notice will be provided by either party sixty (60) days prior to the end of the agreement if there is intent not to renew this agreement.	Agreement between Kern High School District and KCCD for use of facilities and equipment at Ridgeview High School. The equipment rental rate for this agreement will reflect a 50% discount from the current Direct Cost rate. The discounted rental rate is offered to BC contingent upon equipment rental revenues exceeding \$11,250. Should the revenues fall below this level, all facilities and equipment will be charged according the Direct Cost rates as listed in the Kern High School District Regulations and Charges for Community Use of Facilities 2001-2002.	
665		Rise Display			Agreement - License		Rise Display	RP302 - Matriculation	09/01/10	08/31/11	This Software License Agreement is for the period starting May 1st, 2010 and not to exceed five (5) years. The software license will be in the amount of \$921.00, per year, not to exceed five (5) years. At end of the term, a new Agreement may be drawn by both Rise Display and KCCD on behalf of CCCC, again not to exceed another five (5) years.	unknown	Software License and Service Plan Agreement between the KCCD, on behalf of Cerro Coso Community College, and Rise Display. Rise Display Software enables CCCC to advertise special events and to communicate important information to students; the equipment software allows the College to change the message as needed. In addition to the license agreement, there is a Service Plan Agreement which will cover onsite service and parts replacement for equipment for the 8 ft. Tri-Color Rise Ticker.	E
666		Roberts & James	ROBJAM	Nancy Roberts 327-4511	Agreement - Engagement Letter		Roberts & James	GU001	N/A	N/A	Update, reconcile and prepare QuickBooks from July 1, 2005 to June 30, 2008.	unknown	Agreement between the KCCD, on behalf of Bakersfield College Delano Center Foundation, and Roberts and James, Certified Public Accountants, as recommended in the Business Services Report. Roberts and James will update, reconcile and prepare QuickBooks for the Delano Center Foundation accounts from July 1, 2005 to June 30, 2008.	E

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667	Robbins Consulting Group, LLC			David Robbins	Consultant Services Agreement		Robbins Consulting Group, LLC	Foundation Funds/GU001-Unrestricted Funds	04/10/12	04/09/17	This Agreement shall commence on the effective date and shall remain in full force and effect until terminated in accordance with Section 7.0 below (the "Term").	Either party may terminate this Agreement at any time, with or without cause and for any or no reason upon (30) days written notice to the other party addressed as follows: Consultant notice will be addressed to: Robbins Consulting Group LLC, David Robbins, 38 Richardson Rd., Novato, CA 94949. Client notice will be addressed to: KCCCD, c/o: Thomas J. Burke, CFO, 2100 Chester Avenue, Bakersfield CA 93301 or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement." Upon termination, Client shall pay to Consultant within 15 days of termination any amounts due to Consultant, including fees and costs incurred up to and including the actual date of termination. The term of this agreement shall not exceed 5 years.	A Consulting Services Agreement between the KCCCD, on behalf of the Bakersfield College Foundation, the Cerro Coso Community College Foundation and the Porterville College Foundation, and Robbins Consulting Group, LLC.	E

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668		Robbins Consulting Group, LLC		David Robbins	Software Purchase Agreement		Robbins Consulting Group, LLC	Foundation Funds/GU001-General Funds	N/A	N/A	N/A	N/A	Software Purchase Agreement between the KCCD, the Bakersfield College Foundation, the Cerro Coso Community College Foundation and the Porterville College Foundation, and Robbins Consulting Group, LLC. This is for the purchase, implementation and training of Sage MIP Fund Accounting software for each of the college's foundations and campus associated student bodies. This accounting software will allow each of the entities to record and report transactions appropriately in a nonprofit format and meet the recommendations of the independent auditors for the foundations.	E
669		Saalex Solutions		Andi Merton	Agreement - Recruiting Agreement		Saalex Solutions, Inc.	N/A	N/A	N/A	unknown	unknown	Recruiting agreement between the KCCD on behalf of Cerro Coso College (CCCC) and Saalex Solutions, Inc. CCCC's Job Development Program will accept job postings and internship opportunities from Saalex Solutions, inc. to be placed on Job Boards at CCCC. CCCC will provide Saalex Solutions Inc. with resumes of qualified technical and mathematical candidates.	N/A

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670		SalePoint	SALPOI	Mandie Shaw	Agreement - Maintenance Agreement		SalePoint, Inc.	GU001	07/01/12	06/30/17	The initial term of this Maintenance Agreement shall be July 1, 2012 - June 30, 2013. This Maintenance Agreement shall automatically renew for successive one-year terms for a maximum of four years unless either party provides written notice to the other of intention to terminate at least thirty (30) days prior to the end of a term.	his Maintenance Agreement shall automatically renew for successive one-year terms for a maximum of four years unless either party provides written notice to the other of intention to terminate at least thirty (30) days prior to the end of a term.	Software Maintenance Agreement between KCCD and SalePoint Inc. KCCD uses SalePoint's J-Point Cashiering system for accepting cash, check and credit payments at twenty locations throughout the district. This Software Maintenance Agreement provides KCCD with enhancements/new versions of the software and customer support.	E

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671		San Francisco Community College Dist Early Childhood Mentor Prog - BC		Linda Olivenbaum	Grant Agreement # CN100069		San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP) - BC	RP133-California Early Childhood Mentor Program	08/01/11	07/31/12	The term of this agreement shall commence on August 1, 2011 and <b>terminate July 31, 2012</b> except as otherwise set forth in this agreement.	District may terminate this agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP). BC will take the lead in the Kern County Regional Early Childhood Mentor Program. In addition to BC, Kern County Regional Early Childhood Mentor Program includes one college: Taft. BC will coordinate seminars for mentors of Child Development practicum lab students, ROP students and directors; coordinate and develop mentoring programs; offer honoraria for faculty working with the college mentoring programs; and print and copy mentor materials.	R,E
672		San Francisco Community College Dist Early Childhood Mentor Prog - CC		Linda Olivenbaum	Grant Agreement # CN110123		San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP) - CC	RP133-California Early Childhood Mentor Program	08/01/11	07/31/12	The term of this agreement shall commence on August 1, 2011 and <b>terminate July 31, 2012</b> except as otherwise set forth in this agreement.	District may terminate this agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.	Agreement between the KCCD (the District), on behalf of <b>Cerro Coso Community College</b> , and the San Francisco Community College District (SFCCD). SFCCD has received a grant from the California Department of Education to operate a California Early Childhood Mentor Program. This agreement will allow CCCC to participate to provide such services including coordinating and offering an adult supervision course and seminars for mentors and directors, coordinating and developing mentoring programs, offering honoraria for faculty working with the college mentoring program, providing books and other instructional materials for mentors, and printing and copying of mentor materials. San Francisco Community College District will pay for expenses incurred.	R,E

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673		San Francisco Community College Dist Early Childhood Mentor Prog - PC		Linda Olivenbaum	Grant Agreement # CN110123		San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP) - PC	RP133-California Early Childhood Mentor Program	08/01/11	07/31/12	The term of this agreement shall commence on August 1, 2011 and <b>terminate July 31, 2012</b> except as otherwise set forth in this agreement.	District may terminate this agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and the San Francisco Community College District, California Early Childhood Mentor Program. The California Early Childhood Mentor Program provides such services as: coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; proving books and other instructional materials for mentors; and printing and copying mentor materials. Porterville College will enroll teachers and providers and directors from the community. Supervision Course and recruit qualified child care providers and directors from the community.	R,E

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674		San Francisco Community College Dist Early Childhood Mentor Prog - PC		Linda Olivenbaum	Grant Number CN100069		San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP) - PC	RP133	09/01/10	06/30/11	The term of this agreement shall commence on September 1, 2010 and <b>terminate June 30, 2011</b> except as otherwise set forth in this agreement.	District may terminate this agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.	<b>RENEWAL</b> Agreement between the KCCD (the District), on behalf of <b>Porterville College</b> , and San Francisco Community College District (SFCCD), California Early Childhood Mentor Program (CECMP). The California Early Childhood Mentor Program provides such services as: coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials. PC will enroll teachers and providers in the Mentor Teacher/Adult Supervision Course and recruit qualified child care providers and directors from the community.	R



No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
675		San Joaquin Community Hospital		W. Brent Soper	Student Affiliation Agreement		San Joaquin Community Hospital	N/A	10/01/11	until either party decides to terminate	This Agreement shall commence on 11/3/2011, and shall continue until such time as the Agreement is terminated as provided herein or until 11/2/2016.	The Agreement may be terminated by either party, with or without cause, upon a sixty (60) day advance written notice to the other party.	Student Affiliation Agreement between the KCCD, on behalf of Bakersfield College, and San Joaquin Community Hospital. This Agreement provides for BC to refer students to San Joaquin Community Hospital to complete the 120 hours of hands-on experience and observation required to complete the Dietetic Services Supervisor Certificate pursuant to the California Department of Public Health approved program.	N/A

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676		Santa Clarita Community College District		Jill Roberson	Agreement - Distance Education Captioning Transcription Grant		Santa Clarita Community College District	** (see column AE far right)	01/18/11	06/30/11	Grant funding for the DECT program is for the period July 1 through June 30 each fiscal year of the Grant and any approved DECT funds remaining unspent by June 30 each year will not be available to the Applicant District unless the Grant funding is extended by the Chancellor's Office. Requests must be submitted in the fiscal year in which the expense is incurred and Requests must be submitted before June 30 or payment/reimbursement cannot be processed.	unknown	Grant agreement between the KCCCD, on behalf of <b>Cerro Coso Community College</b> , and the Santa Clarita Community College District. The grant will afford students with disabilities equal and effective access to electronic information. This funding has been authorized by the Chancellor's Office and is administered through the Santa Clarita Community College District. It will allow us to increase capacity to serve disabled student populations, ensure accessibility to aural information, and to expand access to distance education to all students. This grant will pay approved vendors directly after captioning/transcription has been satisfactorily completed. The funding of \$13,165.50 through this grant allows for significant expansion of these services at no cost to the college.	R

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
677		Santa Clarita Community College District		Jennifer Moy 661-262-3024	Agreement - Professional Services		Santa Clarita Community College District (College of the Canyons)	RP161	09/04/09	10/31/09	Contractor shall commence providing services under this agreement on September 4, 2009, and will diligently perform as required and complete performance by October 31, 2009.	Either party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other party prior to the requested termination date. In such case, District shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.	Agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and the Santa Clarita Community College District, on behalf of College of the Canyons. CCCC will promote and provide educational services for faculty, workforce training and technical education programs in regards to the National Science Foundation Center of Excellence (CREATE). Santa Clarita Community College District will reimburse authorized travel, including air fare, car rentals, hotel, meals, parking, etc., with accompanying original receipts, not to exceed four thousand five hundred \$4,500.	R,E

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678		Santa Clarita Community College District (College of the Canyons) and the National Science Foundation		Dr. Kathy Alfano (661) 362-3368	Subcontract Agreement Award Number 1002653		Santa Clarita Community College District (College of the Canyons) and the National Science Foundation	RP467 NSF-CREATE Renewable Energy	10/14/10	07/31/14	Effective Date of Contract: October 14, 2010; Expiration Date of Contract: July 31, 2014. Budget Periods of Contract: Year One: October 14, 2010 through July 31, 2011; Year Two: August 1, 2011 through July 31, 2012.	Pursuant to a mutual understanding that the terms of this Subcontract do not encumber the implementation of award number 1002653 as granted by the National Science Foundation for the explicit purposes of this project, either party may suspend or terminate this Subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this Subcontract violates or departs from the terms and conditions of this Subcontract fails to submit the reports required under this Subcontract according to the established schedule. Termination of this Subcontract, however, will not invalidate commitments or obligations properly incurred by the Subcontractor prior to the date of termination that cannot be cancelled.	Subcontract Agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and the Santa Clarita Community College District. The National Science Foundation has awarded a grant to the Santa Clarita Community College District to implement a CREATE Renewable Energy Regional Center. CCCC is a subawardee and will receive \$700,242 over four years to implement the Center which includes: develop curriculum, provide training and instruction, participate in professional development, coordinate 2+2 Pathways and Assessment.	R

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679		SARS	SARSOF	Joanne Fields Doty	Agreement - Support Agreement # 05050		SARS Software Products, Inc.		07/01/05	06/30/06		Without prejudice to other remedies, SSP may cancel this License Agreement or any order placed under it for default and repossess the software if, upon written notice, Customer fails to (i) make any payment identified as delinquent within ten (10) days or (ii) cure any default relating to Sections 6 or 7 within thirty (30) days. Unless otherwise specified on the License Order-Schedule, the initial term for Support Services will be twelve months and will commence on the date SSP provides the software. Following the initial term, support will continue on an annual renewal basis unless terminated or canceled by either party with 60 days written notice prior to the expiration of the current term. The Support agreement shall terminate upon termination of the License Agreement.	Software purchase and a one-year software license agreement between <b>Cerro Coso Community College</b> and SARS Software Products, Inc.	E

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680	SARS Software Products, Inc.			Joanne Field Doty	Software License Agreement		SARS Software Products, Inc.	RP010 - Basic Skills Restricted Fund	04/01/12	03/31/13	<p>This Agreement will become effective when signed by both parties and will continue in effect unless terminated in accordance with the provisions set forth in this Agreement. <b>Initial Term of one year with four successive renewals of one year each - maximum of five years total.</b> Unless otherwise specified on the License Order-Schedule, the initial term for Support Services will be twelve months and will commence on the date SSP provides the Software. Following the initial term, support will continue on an annual renewal basis unless terminated or canceled by either party with 60 days written notice prior to the expiration of the current term.</p>	<p>This Agreement shall terminate upon termination of the License Agreement. Without prejudice to other remedies, SSP may cancel this Agreement or any order placed under it for default and repossess the software if, upon written notice, Customer fails to (i) make any payment identified as delinquent within ten (10) days or (ii) cure any default relating to Sections 6 or 7 within thirty (30) days. Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Proprietary Information.</p>	<p>Software License Agreement for SARS TRAK between the KCCD, on behalf of Cerro Coso Community College, and SARS Software Products, Inc. SARS TRAK is a student self-serve check-in/check-out system for measuring students' use of colleges' services, such as advertising, counseling, library, labs, tutoring, career centers, and other services. A computer at each site prompts students to record their arrivals, reasons for their visits, and departures. Students can enter their ID numbers using a keyboard, touch screen, or scanning device, such as a card reader or wand. Since students are prompted by on-screen instructions, no training is need. SARS-TRAK supports multiple languages.</p>	E

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681		SBC Communications	SBCPAC	Kevin Bell	Agreement - for Intrastate Special Construction #106587		SBC Pacific Bell	N/A	N/A	N/A	The installation interval for this proposal will not be less than 120 workdays from receipt of the signed contract without the prior agreement of the SSE Engineer. The installation interval is dependent upon the room being ready with electrical power available and both entrance and any necessary intra-building conduit available 4 week prior to the ready for service date.	unknown	Agreement with SBC/Pacific Bell for moving approximately 600 feet of fiber optic cable at the Weill Center to a fire code approved path which is necessitated by construction related to the Southwest center Modernization project	E

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682		SBDC Agmts.	SMABUS	Andrew B. Suleski	Contract - Subcontract Agreement		Butte-Glenn Community College District	RP	07/01/09	06/30/10	This Agreement shall commence on July 1, 2009, and shall terminate on June 30, 2010, unless terminated earlier in accordance with this Agreement.	(A) If the Granting Agency terminates the Grant in whole or in part for any reason, District may terminate this Agreement to the same extent, effective upon written notice. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon District by Granting Agency. (B) This Agreement may be terminated, without cause, by either party upon sixty (60) days advance written notice of termination to the other party. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. (C) In the event of any breach of this Agreement District may terminate this Agreement this upon five (5) days advance written notice to Subcontractor. In the event of such termination, District may otherwise secure the work to be performed under this Agreement. The cost to the District of having the project completed by another Subcontractor shall be deducted from any sum due Subcontractor under this Agreement, and the balance, if any, shall be paid to Subcontractor upon demand. The District shall pay Subcontractor only the reasonable value of the services thereto fore rendered by Subcontractor as may be agreed upon by the parties or determined by a court of law.	Agreement between the KCCD, and Butte-Glenn Community College District (BGCCD) on behalf of its Small Business Development Center. BGCCD has received funding from the California Community Colleges Chancellor's Office for the purpose of performing work for the project entitled "SB70/Career Technical Education/Young Entrepreneurs Project". The purpose of the Young Entrepreneurs Project is to replace misconceptions of vocational education and blue-collar jobs with increased awareness and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages. KCCD's Business Assistance Center will prepare and implement creative entrepreneurial education projects targeting youth and youth adults, those enrolled in feeder high schools and/or the affiliated community colleges, with special emphasis on rural and minority populations. The KCCD Business Assistance Center will obtain input from relevant community representatives and potential participants in creating its own unique program that will meet the distinctive needs of the two districts. In addition, the program must employ inventive, modern outreach and educational delivery systems that engage and inspire youth and young adults.	R



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683	Scantron Corporation		SCANTR	David Dobrowolski	Loan Marketing Plan Agreement # LMP5633		Scantron Corporation	GU001	05/09/12	12/04/13	05/09/12 - 04/30/13	Customer may terminate this Agreement at anytime by contacting Scantron Customer Service. Scantron may terminate this Agreement at anytime by contacting Customer. Within 15 days of termination of this Agreement for any reason, Customer shall return to Scantron all of the Test Scoring Machines in good condition (normal wear and tear excepted) at Customer's expense. If a Test Scoring Machine is not returned in good condition within 15 days, Customer agrees to pay Scantron the then-current list price of such Test Scoring Machine.	Agreement between the <b>KCCD</b> and Scantron Corporation. The KCCD will acquire on loan, multiple Test Scoring Machines (TSM) for use at all campuses district wide. TSM forms and additional ink cartridges are to be purchased directly from Scantron Corporation as part of the consolidated district wide agreement. Scantron form purchase will be reviewed annually.	E
684	Scantron/Harland Technology Services		HARTEC	Nancy Sindelar	Agreement - Maintenance # 0010114		Harland Technology Services	GU001	09/01/08	08/31/09	Harland Technology Services will provide Maintenance Service at the prices indicated from 9/1/08 to 8/31/09. <b>This agreement will remain in effect after that date unless cancelled or modified by either party in accordance with the terms and conditions on the reverse.</b>	The Maintenance Agreement shall become effective upon acceptance by Harland Technology Services. It shall remain in effect for the period stated and be automatically extended for successive periods of one year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days' written notice. If terminated, Harland Technology Services will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.	<b>RENEWAL</b> Maintenance Service Agreement between KCCD, on behalf of <b>Cerro Coso Community College</b> , and Harland Technology Services. Harland Technology Services will provide Maintenance Service to the 8882.01 scanner, located in the print shop.	E

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685		Scantron/Harland Technology Services		Nancy Sindelar	Agreement - Notice of Renewal - Software - # 00174140		Scantron Corporation and Harland Technology Services	GU001	07/01/10	06/30/15	The initial term of this Schedule will commence upon the date of acceptance by Scantron of your purchase order for Software Maintenance and Support Services. The duration of the initial term and each renewal term of this Schedule shall be a one (1) year period. <b>After the initial term, Maintenance and Support Services shall continue from year to year, for a maximum of four (4) consecutive years,</b> on the terms and conditions set forth herein, unless terminated by either party upon ninety (90) days prior written notice to the other party. Should Customer purchase add-ons and/or upgrades to the Software during the term, Maintenance and Support Services for such add-ons and upgrades and related Maintenance and Support Charges shall be pro-rated and coterminous with the term of Maintenance and Support Services applicable to the Software initially covered.	This Agreement remains in effect until services are complete and all license grants extended under this Agreement, if any, cease. If a party fails to cure a default within thirty (30) days after written notice explaining the default, the non-defaulting party may immediately terminate any License Grants, Services or other deliverables to which the default relates. Termination of this Agreement terminates further performance. If the termination is based upon a default of any Software License Grant Customer will immediately stop using all software, promptly remove it from any hardware on which the Software is installed, and within twenty (20) days of termination return to Scantron or destroy all copies of any Software and Documentation in Customer's possession or control and certify the return or destruction of all Software and Documentation. Customer's termination for convenience or resulting from Customer's default does not relieve Customer of any payment obligations which arise prior to the effective date of the termination.	Maintenance Agreement between <b>KCCD</b> and Scantron Corporation/Harland Technology Services. Class Climate is a survey system KCCD has implemented for completing a variety of surveys including student evaluations of faculty. This maintenance agreement provides KCCD with enhancements and upgrades of the software and customer support.	E

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686		School Services of California, Inc.	SCHSER	Sheila Vickers	Agreement - Annual membership		School Services of California, Inc.	GU001	07/01/11	06/30/12	This agreement shall be for the period of one (1) year, beginning July 1, 2011, and terminating June 30, 2012.	This agreement may be terminated by either party prior to June 30, 2012, on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the agreement, the client shall give a 30-day written notice of non-renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the Client provides written notice. The client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation under Item 2.	<b>Renewal</b> of the KCCD's annual membership in School Services of California, Inc., July 1, 2011, through June 30, 2012, at a cost of \$2,310.00, as recommended in the Business Inc., July 1, 2011, through June 30, 2012, at a cost of \$2,310.00 as recommended in the Business Services Report. School Services of California, Inc. provides assistance regarding issues of community college finance, legislation, budgeting, capital outlay, and general fiscal issues.	E
687		Schools Legal Services	SCHLEG	Dwaine L. Chambers	Agreement - Labor Relations Services		Schools Legal Service	GU001	07/01/11	06/30/12	This agreement shall continue in effect until June 30 of the year following its execution and shall automatically be renewed for additional one-year terms after that unless terminated by either party in writing. If District terminates this Agreement, it shall pay SLS in full for all fees and costs accrued up to the time of termination. SLS and District each agree to sign any documents necessary to complete SLS's discharge or withdrawal.	If District terminates this agreement, it shall pay SLS in full for all fees and costs accrued to the time of termination. SLS and District each agree to sign any documents necessary to complete SLS's discharge or withdrawal.	Agreement for Legal Services between KCCD and Schools Legal Service. The KCCD has an ongoing legal contract with Schools Legal Service to be used on an as needed basis. Schools Legal Service provides contract counsel for matters related to business, contracts and construction.	E
688		Scrip-Safe Security Products, Inc.	SCRSAF	1-800-736-7319/513-697-7789	Agreement - Software and Maintenance		SRIP-SAFE Security Products, Inc.	GU001-268AR1-5650-620000	03/28/08	03/27/09	1 year maintenance and support.	unknown	<b>RENEWAL</b> Maintenance Agreement between the KCCD, on behalf of Bakersfield College, and SCRIP-SAFE Security Products, Inc. SCRIP-SAFE will provide software and maintenance services for a Diplomas on Demand Software program. This software is utilized by BC Admissions and Records Office staff to print student certificates and degrees.	E

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689		Sequoia National Forest	USDFOR	Ramona Robertson 559-297-0706, ext. 4876	Agreement - Master Agreement for Instructional Services #09-CO-11051345-008		USDA Forest service, Sequoia National Forest Service	GU001	11/08/08	06/30/13	This Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2013 or until duly modified or terminated by the parties.	This agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law. This Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the need of currently enrolled students when determining a termination date.	Agreement between the KCCD, on behalf of Bakersfield College, and the United States Department of Agriculture (USDA) Forest Service, Sequoia National Forest Service. The Sequoia National Forest Service and KCCD desires to cooperate to the maximum extent possible to achieve objectives of common interest and concern. The Forest Service is charged with fire protection on National Forest Lands; and KCCD wishes to provide firefighter training to BC students leading to employment with the Forest Service.	R, E
690		SERBAN Sound	SERSOU	Brian M. Richards 324-9044; 800-833-3133	Agreement		SERBAN Sound and Communications	TB150	08/01/07	08/01/12	unknown	unknown	Agreement between the KCCD, on behalf of Bakersfield College Student Government Association, and Serban Sound and Communications. Serban Sound and Communications will provide a Customer Protection Plan for the Fireside Sound System, designed to minimize system downtime. Key features include service and support from certified electronic systems technicians, cost breakdown and solution within 72 hours, and quarterly scheduled preventative maintenance.	E
691		SERBAN Sound	SERSOU	Tim Green 324-9044	Agreement - Scope of Work		SERBAN Sound and Communications	GU001	N/A	N/A	unknown	unknown	Agreement between the KCCD and Serban Sound and Communications to upgrade the Board Room's audio system. Serban Sound and Communications will provide two new digital signal processors to Board Room sound system with remote volume control and will replace existing defective analog processors and control device.	E

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692		ServiceMaster	SERMAS	Tabith Gluz-Gifford 324-2589	Contract - Janitorial Services		ServiceMaster Quality Office Cleaning	GU001	04/27/09	10/27/09	Agreed upon price of \$4,466.00 per month for six months from April 27, 2009 until October 27, 2009. <b>The contract may be extended for up to one year</b> based on government increases and any changes made to the contract by KCCD Delano campus.	ServiceMaster Q.O.C. and KCCD, Delano Campus agree that either party shall give 30 days written notice of cancellation for any reason. However, if KCCD, Delano Campus fails to make timely payment ServiceMaster Q.O.C. reserves the right to stop service within two weeks of payment being past due. ServiceMaster Q.O.C will make every attempt to contract KCCD, Delano Campus before this action is taken and ServiceMaster Q.O.C. expects that KCCD, Delano Campus will make every effort to contact us before the deadline for stoppage of service. If payment is made after service is stopped we agree to reinstate service at our normal conditions, however, if payment is not made on a timely basis again ServiceMaster Q.O.C. reserves the right to cancel service within two weeks of failed payment after due date. If KCCD, Delano Campus, fails to provide thirty (30) days written notice to ServiceMaster Q.O.C. then KCCD, Delano Campus, is responsible to pay for the full months service.	Agreement between the KCCD, on behalf of Bakersfield College, Delano Campus, and ServiceMaster Quality Office Cleaning. The attached proposal is an agreement for cleaning service at the Delano Science and Technology building and to add cleaning service to the recently installed temporary housing for staff, faculty and classes that were formerly located at the Delano Randolph site. Expense to be incurred by the BC, Delano campus for this service is approximately \$26,909.00.	E

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693		SESAC	SESAC	Kathryn Neely	Agreement - Music License #08-04-01746		SESAC LLC	GU001	07/01/12	06/30/17	The term of this Agreement shall be for an initial period that commences upon the Effective Date and continues through June 30, 2012 (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)").	Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.	License Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College, and the Society of European Stage Authors & Composers (SESAC). This is a renewal license agreement for the use of live or performed music on any campus or center within the district.	E
694		Shinault Baker & Company	SHIBAK	Shinault Baker 322-9485	Agreement - Auditing Services		Shinault Baker & Company	Foundation	N/A	N/A	unknown	unknown	Agreement between the KCCD, on behalf of Bakersfield College Foundation, and the Porterville College Foundation and Shinault Baker & Company, Certified Public Accountants. Shinault Baker & Company will provide <b>auditing services for Bakersfield College Foundation (BCF), and the Porterville College Foundation (PCF) funds</b> and disbursements to and from the KCCD for the year ended June 30, 2010.	E
695		Shinault Baker & Company		Shinault Baker	Agreement - Auditing Services		Shinault Baker & Company	GU001	N/A	N/A	unknown	unknown	Letter Agreement for Auditing Services between the KCCD and Shinault Baker & Company, Certified Public Accountants. Shinault Baker & Company will provide <b>auditing services for KCCDs' Safety Repair Improvement District (SRID) funds</b> and disbursements to and from the KCCD for the year ended June 30, 2012.	E

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696		Shred-It	SHRIT	S.A. Miles	Agreement - Client Service # 346822		Shred-It	GU001	08/30/07	08/30/10	unknown	unknown	<b>RENEWAL</b> Agreement for services between the KCCD and Shred-It for the disposal of confidential documents at the District Office. Shred-It retrieves confidential documents from 13 security consoles and shreds document on the premises on a monthly basis, at a minimum cost of \$120.00 per month for 45 minutes and an additional \$4.20 per minutes over 45 minutes.	E
697		Sierra Sands Unified School District	SIESAN	Joanna Rummer	Agreement - Memorandum of Understanding for Use of Facilities		Sierra Sands Unified School District	N/A	06/01/11	05/31/16	This agreement begins June 1, 2011 and extends through May 31, 2016. This agreement may be reviewed and or/ revised annually by mutual consent of the parties.	This agreement may be terminated by either party giving thirty (30) days written notice to the other party of its intent to terminate.	Memorandum of Understanding between the KCCD, on behalf of Cerro Coso Community College, and Sierra Sands Unified School District to allow each party to use the facilities of other party without charge. Exception to this waiver would be if there are extraordinary expenses incurred as a result of the usage.	
698		Simplex Grinnell	SIMPLE	559-348-0614	Contract (Renewable)		Simplex Grinnell	GU001	04/01/09	03/31/10	unknown	unknown	Agreement between the KCCD, on behalf of Porterville College, and SimplexGrinnel LP. SimplexGrinnel to provide inspection, testing, and certification of PC fire alarm system and peripheral devices. Informal bid process was utilized. Three vendors invited to bid. SimplexGrinnel pricing based on GSA Schedule Contract No. GS-06F-0054N (Piggyback Contract).	E

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699		SixTen	SIXTEN	Keith Petersen 858-514-8605	Agreement - for mandate reimbursement claim preparation services		SixTen, Inc. dba SixTen and Associates	GU001	07/01/12	06/30/13		Notwithstanding the foregoing, this Agreement may be terminated upon thirty (30) days written notice by either party with or without good cause. Said termination shall not be deemed to be a breach of this agreement and/or tortious conduct. Upon termination or non-renewal of this contract, Consultant shall provide to District within thirty days of final payment for services a copy of all claims filed on behalf of the District as well as any supporting documentation which the District has indicated are original documents.	Agreement for Mandate Reimbursement Claim Preparation Services between the KCCD and SixTen, Inc. dba SixTen and Associates. SixTen and Associates will provide mandated cost reimbursement consulting services and will prepare mandated costs claims for the District for fiscal year <b>2012-13</b> .	E	
700		SolarWorld California LLC		unknown	Agreement - Mutual Non-Disclosure and Confidentiality Agreement		SolarWorld California LLC	N/A	3 years after date of exec			The Receiving Party's obligations of confidence and non-use crated hereunder shall terminate three (3) years after the date hereof. (Three-years after the date of execution of the Agreement)	unknown	Mutual Non-Disclosure and Confidentiality Agreement between the KCCD, on behalf of Cerro Coso Community College, and SolarWorld California LLC. The purpose of this agreement is to set forth appropriate terms and conditions concerning the disclosure, protection, and non-use of confidential information, in conjunction with the anticipated formation of a potential business relationship with SolarWorld California LLC. CCCC shall not use any confidential information for any purpose other than for evaluating the desirability of entering into a business relationship with the SolarWorld California LLC.	N/A
701		South Gateway Partners			Agreement - Resolution Agreeing to Work Cooperatively Concerning the Development of a Multi-use Recreation Facility		South Gateway Partners	N/A	N/A	N/A		unknown	unknown	Resolution agreeing to work cooperatively concerning the Development of a Multi-use Recreation Facility. Agreement made between the KCCD, Mammoth Lakes Foundation (MLF), Mammoth Unified school District (MUSD), Mono County Office of Education (MCOE), and the Town of Mammoth Lakes (Town) together known as the South Gateway Partners (Partners). The Partners agree to work together to plan, develop and fund the construction of a South Gateway Education, Recreation and Community Center.	



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702		Southern Calif Consort. For Comm College TV JPA	INTINT	Glenn D. Kamaneu	Agreement - Instructional Materials Utilization Agreement		Southern California Consortium for Community College Television -- "INTELECOM" -- Intelligent Telecommunicat ions	GU001			Shall remain in effect as long as the KCCD remains partner district of the Consortium.	Shall remain in effect as long as the KCCD remains partner district of the Consortium. If and when Intelcom, acting with the approval of the Executive Committee of the Consortium, modifies and/or amends the fees and Payment Schedule and/or any other terms and conditions of the Policy, and the contracts in which the Policies embodied, each Partner District under contract shall have the right to terminate the agreement then in effect by giving notice of termination in writing to Intelcom not later than thirty (30) days after the effective date of any such modification and/or amendment. Unless terminated as provided above, the Policy and the attached agreement in which the Policy is incorporated shall remain in full force and effect as modified and/or amended. Upon termination by timely notice in writing to Intelcom as provided above, the Partner District's right to use the licensed instructional materials shall also terminate, and the licensed instructional materials in the possession, custody or control of the terminating Partner District will be erased or otherwise destroyed. Upon request by Intelcom, the terminating partner district shall certify in writing the complete erasure or other destruction of the instructional materials.	Agreement between the KCCD, on behalf of Bakersfield College, and the Southern California Consortium for Community College Television.	E

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703		Southern California Edison		Kerry Wood 1-916-498-6701	Grant - Green Jobs Education Grant		Southern California Edison	New RP	N/A	N/A	unknown	unknown	Grant to the KCCD, on behalf of <b>Cerro Coso Community College</b> , from Southern California Edison (SCE) and to transfer funds to the California Community College Scholarship Endowment (CCCSE). This grant is for the purpose to launch the Green Jobs Education Initiative to fund sustainable or "green" education and job training at CCCC, supporting educational programs for college students, encourage environmental sustainability efforts and prepare skilled employees for the growing green jobs workforce. SCE will provide \$100,000 to CCCC, which in turn will be invested with the California Community College Scholarship Endowment to receive an additional \$50,000 match from the endowment's lead benefactor. The Bernard Osher Foundation. The California Community College Scholarship Endowment will then administer the seven (7) scholarships annually in the amount of \$1,000.00 each in perpetuity. The funding will support students with financial need who are enrolled in green job workforce preparation.	R
704		Southern California Edison		Tammy Tumbling	Grant Agreement		Southern California Edison	RP537 - SCE Green Jobs Initiative	N/A	N/A	unknown	unknown	Grant to the KCCD, on behalf of <b>Cerro Coso Community College</b> , from Southern California Edison (SCE) and to transfer management of the grant to the CCCC Foundation. This grant is a Green Jobs Education Grant Program to fund scholarships for student enrollment for sustainable or "green" education and job training at CCCC. SCE is providing \$100,000 to CCCC. CCCC will transfer the \$100,000 to the CCCC Foundation for managing the funds through their scholarship programs.	R

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705		Southern California Edison		unknown	Grant Agreement		Southern California Edison	RP537 - SCE Green Jobs Initiative	N/A	N/A	unknown	unknown	Transfer management of the Southern California Edison Grant (which was accepted in March 2010) to the <b>Cerro Coso Community College</b> Foundation. This grant is a Green Jobs Education Grant Program to fund scholarships for student enrollment for sustainable or "green" education and job training at CCCC. Southern California Edison provided \$100,000 to CCCC in Fiscal Year 2009-10 (accepted at March 3, 2010 board meeting). The funds were invested in the California Community Colleges Scholarship Endowment.	R
706		Southern California Edison		Barbara J. Paisky	Grant Agreement Form		Southern California Edison	RP222 - Special Projects Funding	N/A	N/A	N/A	N/A	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and Southern California Edison. Southern California Edison will provide funding to conduct a Training Needs Assessment to identify training programs and facility needs for career counseling and 21st Century workforce preparation and training, to advance career opportunities for southeastern Tulare County's underserved and low income population.	R
707		Southern California Edison		Julie Phillips	Sub-Grant Agreement		Southern California Edison	RP222 - Special Projects Funding	09/22/10	06/30/11	The term of this Agreement begins September 22, 2010, the date the grant agreement was executed by the grantor and was valid and extends through June 30, 2011, unless the parties agree in writing to extend the term.	Either party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Southern California Edison Sub-Grant Agreement between the KCCD, on behalf of Porterville College, and the City of Porterville. Southern California Edison approved a KCCD grant application on behalf of PC for \$25,000 to conduct economic development activities including a Training Needs Assessment. Under this award, the City of Porterville will be performing part of the grant scope of work including securing consulting services and coordinating grant activities.	E

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708		Southern California Edison Company (Folder--So. Cal Edison Company)	SOUEDI	Alicia Lopez	Agreement - Added Facilities Agreement		Southern California Edison Company	GU001	N/A	N/A	This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs, incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by Edison for that portion of the Added facilities not installed.	Facilities Agreement between the KCCD, on behalf of Cerro Coso Community College, and Southern California Edison Company (SCE). SCE installed added electric facilities on CCCC property thereby allowing the campus to operate under one electric meter and be served by the solar field. This agreement reallocates the cost of the existing facilities as added facilities with an investment basis of \$59,500. This amount is based on Reconstruction Cost of New, Less depreciation (RCNLD). Monthly charge of \$868.70 is 1.46% of investment basis and includes replacement coverage.	E	
709		Space Telescope Science Institute	SPATEL	John Stoke	Agreement - Equipment/Software License		Space Telescope Science Institute	RP339-215DN0-6419FA-601000	09/22/06	06/22/09	unknown --(Response from Department: Agreement is going to be renewed)	unknown	Equipment/Software License Agreement with Space Telescope science Institute, regarding multimedia display equipment (ViewSpace) for the Bakersfield College Planetarium. Space Telescope Science Institute agrees to provide BC ViewSpace, which is multimedia astronomical display equipment for exhibition viewing BC Planetarium. The agreement includes set up of necessary equipment with software, instructions, and maintenance of software included. The complete provisions and restrictions regarding the use of software and equipment are provided in said agreement.	E

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710	Spitz, Inc.		SPITZ	610-459-5200	Contract - System Protection Plan No. 559		Spitz, Inc.	GU001-215S11-5686-190100	10/01/10	09/30/11	The term of the Agreement shall be for a period of one (1) year beginning October 1, 2010 - September 30, 2011.	unknown	Renewal System Protection Plan (SSP) contract between the KCCD, on behalf of Bakersfield College, and Spitz Incorporated. Spitz Incorporated will provide an annual SSP contract for the Planetarium Model SciDome 3000 instrument. The service will include telephone support, software updates, parts, repairs, replacements and on-site services	E
711	Spitz, Inc.		SPITZ	610-459-5200	Agreement - Fixed fee License Agreement		Spitz, Inc.	RP253-215CX1-5686-191400	11/01/09	for 50 years forward	Term: November 1, 2009 for 50 years forward.	If Exhibitor materially defaults in any of its obligations hereunder and such default is not cured by Exhibitor within thirty (30) days of Exhibitor having received written notice from Spitz with respect to such default or Exhibitor is adjudicated bankrupt or becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed to manage its affairs, Spitz shall have the right, at its option, to treat such default as a material breach hereof by Exhibitor and may terminate this Agreement by notice to Exhibitor at any time. Upon termination of this Agreement, howsoever caused, (i) any remaining portions of the License Fee not yet paid hereunder shall immediately become due and payable by Exhibitor to Spitz; and (ii) Exhibitor shall immediately cease presentation of the Program.	Agreement between the KCCD, on behalf of Bakersfield College and SPITZ, Inc. This is a license agreement to show a video program entitled "Ice Worlds" at the BC Planetarium. Spitz is the distributor of the program.	E

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712		Spurr	SPURR	Alethea Rollins 925-743-1292	Agreement -- Renewal agreement for natural gas services		Spurr	GU001	07/01/09	06/30/14	Effective Date: July 1, 2009 - June 30, 2014.	Scheduled Termination. Subject to earlier termination as provided below, this agreement will terminate on the termination date. Early Termination by Participant. Participant may terminate this agreement, for any or all accounts, effective on June 30 of any year by giving SPURR notice of such termination on or before March 1 of that year, or (iii) upon enactment or implementation by the CPUC or other governmental or regulatory authority, or by Utility, of a law, regulation, rule, or practice which conflicts with sound business practices, imposes significant unanticipated risk on either party to this agreement, or substantially prevents either party from performing its obligations under this agreement (other than the obligation of participant to make payments, if any, due to SPURR), upon sixty (60) days notice to Participant, which notice shall specifically identify the regulation, rule or practice. If Participant terminates this agreement before the termination date and does not provide Notice of such early termination as prescribed above, Participant shall pay SPURR the commercially reasonable costs and expenses, including administrative overhead, attributable to liquidating forward Natural Gas supply purchases or other arrangements entered by SPURR in reliance on Participant's presence in the Gas Program.	<b>RENEWAL</b> agreement between the KCCD and SPURR (School Project for Utility Rate Reduction). KCCD wishes to participate in a natural gas acquisition program. SPURR will provide natural gas and professional services to the District.	E

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713		SPURR	SPURR	unknown	SPURR Natural Gas Services Agreement		SPURR	GU001	2012	2014	2012-2014	unknown	Agreement between the KCCD, on behalf of Bakersfield College, and School Project for Utility Rate ("SPURR") to purchase natural gas at the fixed price rate of \$0.397 per therm over two (2) years, as recommended in the Business Services Report. SPURR has negotiated a two year fixed price for 75% of the District's projected noncore natural gas usage. The projected usage is 287,000 therms per year, for a total of 574,000 therms over two years. The first year cost for natural gas under this agreement is estimated to be \$113,939 and a total of \$227,878 for two (2) years. This represents a savings over the current cost of approximately \$122,262.	E

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714		SRI International		Dr. James Fay 760-384-6201	Statement of Work		SRI International	GU001 - General Fund	08/01/10	07/31/11		Termination for Convenience. Buyer may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under this Purchase Order. In the event of termination for convenience by Buyer, Seller shall immediately cease performance under this Purchase Order. Buyer shall be liable to Seller only for all reasonable and substantiated costs prior to the effective date of the termination, provided that Buyer will not be obligated to pay more than the full price of this Purchase Order. Buyer will have no further payment obligation in connection with such termination. Seller will promptly notify Buyer and in accordance with Buyer's instructions, will promptly transfer possession of such work to Buyer. Seller's obligations, including but not limited to obligations under the warranty, proprietary rights, and infringement provisions of this Purchase Order shall survive such termination. Termination for Default. Buyer may terminate this Purchase Order in whole or in part at any time for (i) breach of any one or more of Seller's obligations, representations and warranties under this Purchase Order and such breach is not cured within five (5) business	Statement of Work between the KCCD, on behalf of Cerro Coso Community College, and SRI International. SRI International will meet with CCC personnel in order to conduct targeted research on the development of community college and industry partnerships for the National Science Foundation Grant. This project will highlight the practices used by CCC in the development of partnership for the purposes of developing credit curricula for renewable energy.	R
715		St. John's Lutheran Church			Rental Agreement		St. John's Lutheran Church	GU001- 212PA2- BIF003 (\$600) F2201.2150 (387.50)	10/17/11	10/21/11		This contract may be terminated by either party by personal delivery to the Chief Administrator, Chief Business Official, or Renter. Termination does not impair or change the right of St. John's Lutheran Church to receive and retain the rental amount paid, unless the termination occurs more than 10 days prior to the event, or the obligation of any party to indemnify, defend and hold harmless St. John's Lutheran Church, or the arbitration provision as set forth above.	Rental Agreement between KCCD, on behalf of Bakersfield College and St. John's Lutheran Church. Due to the closure of the SAM Building during the remodel the Music Department has the need to find other venues to hold concerts. The choir has chosen to use St. John's Lutheran Church for the BC Lux Aeterna Fall Concert, October 21, 2011 and BC and High School Chamber Singers Festival, October 17, 2011.	R,E



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716		Staffords Pest Control	STAPES	M.D. Stafford 760-375-7575	Agreement - Service Agreement - Contract # 10019		Staffords Pest Control	GU001	07/01/09	06/30/10	<b>This service agreement shall be continued for a period of TWELVE (12) months and thereafter until cancelled with a thirty (30) day written notice.</b>	If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Stafford's Pest Control will immediately cancel this agreement except that if such transfer of control occurs within four (4) months from the date of the agreement. I/we agree to pay Stafford's Pest Control in full for the first four (4) months service at the rate established herein. In the event of suite to enforce this agreement, customer shall pay to Stafford's Pest Control, its fees and/or cost incurred in such suite. You are entitled to cancel this monthly service agreement before the third working day after the date of this agreement.	Service Agreement between the KCCD, on behalf of Cerro Coso Community College, IWV Campus, and Stafford's Pest Control.	E

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717	Stantec Consulting Inc.		STACON	A.J. Whitaker	Agreement - for Consulting Services		Stantec Consulting Inc.		09/07/06		unknown	District hereby reserves the right to suspend or abandon at any time all or any of the work on the project or to terminate this agreement at any time. In the event of such suspension, abandonment, or termination, Consultant shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of the agreement for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by District as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Contract, except as set forth herein, in the event of such suspension, abandonment, or termination. Upon suspension, abandonment, or termination, and upon receipt of payment in full of all outstanding sums as agreed by both parties due to the Consultant, Consultant shall, if requested by District, turn over to District all preliminary studies, sketches, Cadd files dxf format, and all other matters to which District would have been entitled at the completion of Consultant's services. Upon payment of the amount required to be paid under this article following the termination of this agreement, District shall have the rights, as enumerated in Article 9, hereinafter, to use any work product prepared by Consultant under this Agreement. Consultant shall make such documents available to	Agreement for Consulting Services between the KCCD and Stantec Consulting Inc. for preparation of the Specific Plan, Zone Change and General Plan Amendment.	E

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718		State Center Community College		unknown	Use of Facilities Agreement		State Center Community College	N/A	04/09/12	04/11/12	A statement by the insurance company that it will not cancel said policy or policies without giving 30 days' prior written notice to the named certificate holder.	A statement by the insurance company that it will not cancel said policy or policies without giving 30 days' prior written notice to the named certificate holder.	Facilities Use Agreement between the KCCD, on behalf of its California Compliance School, and the State Center Community College District ("State Center"). This is for the California Compliance School's use of the classroom facilities at State Center to teach hazardous waste generator training courses.	N/A

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719		Stericycle	STERIC1	David Renk	Agreement - Service - Customer ID 6038919		Stericycle	GU001-230MOB-5560-655000	02/01/08	02/01/11	The effective date of this agreement is 2/1/08. <b>The original term of agreement is 36 months.</b> The term of this Agreement shall be 12 months from the Effective Date. This Agreement <b>shall automatically renew for successive terms equal to the original term</b> unless either party has notified the other party in writing during the sixty (60) day period prior to any such renewal date of its desire to terminate this Agreement. All Extension terms shall be subject to the terms and conditions hereunder.	In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.	Service Agreement contract between the KCCD, on behalf of Bakersfield College, and Steri-Cyle (Steri-Safe) for a regulated medical waste collection, transport, treatment, and disposal service. Steri-Cycle (Steri-Safe) agrees to provide BC a Service Agreement contract for the regulated medical waste collection, transport, treatment, and disposal service. The service includes custom scheduled service frequencies as agreed upon by both parties for a total of 52 stops per year.	E
720		Stinson's Stationers, Inc.		Ben Stinson	Memorandum of Understanding		Stinson's Stationers, Inc.	GU001	02/01/12	02/01/13	One year upon execution of MOU	unknown	Memorandum of Agreement between the KCCD, on behalf of Bakersfield College, and Stinson Stationers, Inc. In exchange for one field fence sign located in Memorial Stadium that promotes Stinson Stationers, Inc., Stinson Stationers, Inc. will donate \$5,000 in supplies, in the form of a credit memo from Stinson's (Acct #5549).	R

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721		Strata Information Group (SIG)	STRINF	Henry A. Eimstad	Agreement		Strata Information Group (SIG)		08/15/05	06/30/06	Agreement is effective August 15, 2005 and will continue in effect until June 30, 2006.	Either party may cancel this agreement with 90 day written notice to the other party.	Amendment between the KCCD and Strata Information Group (SIG) to assist in supporting the ongoing operation of the District's SCT Banner Finance and Human Resources modules.	E
722		Student Advantage/CBOR RD	STUADV	Richard Libby	Agreement - Bulk Purchase		Student Advantage, LLC	TA100	07/01/07	06/30/11	The initial term of this Agreement will begin on the effective date and continue through June 30, 2011.	This agreement may be terminated by one party in the event of (a) a material breach of the terms of this agreement by the other party if said breach is not cured within thirty (30) calendar days after receipt of written notice specifying the breach; (b) a receiver shall be appointed for either party's business or properties or if any petition shall be filed by it under any provisions of any bankruptcy, insolvency or similar laws; or (c) if written notice is provided by April 30 in year of termination.	<b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, Student Government Association and Student Advantage, LLC., a subsidiary of The CBORD Group.	E

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723		Student Right To Know (SRTK) Calif Comm Colleges		Steve Bruckman	Agreement - SRTK Subscription #12-REC-37		California Community Colleges Chancellor's Office (CCCCCO)	GU001	07/01/12	06/30/12	<p>This Agreement shall be for a period of one year from July 1, 2012 through June 30, 2013, except that the obligation of District to supply data and the obligation of COCCC to submit data and/or generate reports shall continue until all necessary data has been submitted and/or final drafts of all required and supplementary reports have been prepared for submission to the U.S. Department of Education consistent with paragraph 3 and the requirements of federal law. <b>The term of this contract may be extended for such additional periods and on such terms as the parties may mutually agree upon in writing.</b></p>	<p>Either party may at its option terminate this contract any time upon giving 30 days advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations there under. In such event, the District shall pay COCCC for all satisfactory services rendered and expenses incurred prior to such termination, which could not have been avoided by reasonable efforts of COCCC, but not in excess of contract maximum payable. In the event of any breach of this contract, the COCCC may terminate this contract upon five days written notice to the District.</p>	<p>Agreement between the KCCD, on behalf of Bakersfield College, Cerro Coso Community College and Porterville College, and the California Community Colleges Chancellor's Office (CCCCO). The purpose of this agreement is to facilitate compliance by KCCD with the information reporting requirements of the Student-Right-To-Know Act (SRTK). CCCCCO will submit the required IPEDS data and reports on behalf of KCCD and the annual fees cover CCCCCO's costs for providing this service.</p>	E

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724		Summer Welding		Clerk of the Board of Supervisors, Kern County	Agreement - Subgrant Agreement # 698- 2009 (See Amendment No. One below)		Subgrant Agreement under the American Recovery and Reinvestment Act of 2009 (County - Kern Community College District)	RP230	04/01/09	06/30/10	This agreement shall be in effect from April 1, 2009, through June 30, 2010, while County's Recovery Act and WIA programs are in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its program(s) under this agreement for four (4) years as provided in paragraph 3b. (See Amendment No. One below)	Either Agency or County may terminate this agreement upon thirty (3) days written notice to the other party. If Recovery Act or WIA funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibit "C" upon five (5) days written notice to Agency.	A subgrant agreement under the American Recovery and Reinvestment Act of 2009 between the KCCD, on behalf of Bakersfield College, and the County of Kern. BC will offer Summer Welding Training for approximately 25 students. The training provides participants with the skills necessary to work in Kern County's energy (oilfield), value-added agriculture and steel fabrication industries. Successful completion of the 60 hour training program results in American Welding Society Proficiency D1.1/D1.1M-2006, Structural Welding Code-Steel certification.	R

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725		Summer Welding		Clerk of the Board of Supervisors, Kern County	Agreement - Subgrant Agreement # 698-2009		Subgrant Agreement under the American Recovery and Reinvestment Act of 2009 (County - Kern Community College District)	RP230 Clean Energy, Eco. Workforce and Development	04/01/09	07/15/11	This agreement shall be in effect from <b>April 1, 2009, through June 30, 2010-July 15, 2011</b> , while County's Recovery Act and WIA programs are in effect and funded by grants from the Federal and State governments to County, except that Agency shall continue to retain the records of its program(s) under this agreement for four (4) years as provided in paragraph 3b.	Either Agency or County may terminate this agreement upon thirty (3) days written notice to the other party. If Recovery Act or WIA funds available to County are terminated or reduced, County may, at its sole discretion, terminate or reduce Agency's funding described in Exhibit "C" upon five (5) days written notice to Agency.	<b>Amendment No. One</b> to the subgrant agreement under the American Recovery and Reinvestment Act (ARRA), between the KCCD, on behalf of Bakersfield College, and the County of Kern. This amendment increases the grant dollar amount to provide for additional training programs. In addition to the welding program, Bakersfield College will provide industrial maintenance and industrial maintenance mechanics training to ARRA eligible participants. Also, a five and one-half day program focusing on green jobs and the impact green jobs will have on our environment and economy will be provided.	R
726		Sundance Interior Plantscapes	SUNINT	Michele Carlon 661-717-0387	Contract - Monthly Maintenance		Sundance Interior Plantscapes	GU001	07/01/06	06/30/11	This agreement shall commence on July 1, 2006 to June 30, 2011.	Either party, at its option, may terminate and cancel this agreement by giving the other party (thirty) days prior, written notice of intention to terminate at any time during the agreement period. This Agreement may be amended or modified at any time by mutual consent of the parties in writing.	Agreement with Sundance Interior Plantscapes for the maintenance of plants placed in the Weill Institute, Bakersfield College. The monthly maintenance of twelve (12) potted plants located throughout the Weill Institute, BC.	E



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727		SunGard Higher Education, Inc	SUNHIG	Valerie Mead	Agreement - Amendment to Technical Currency Agreement		SunGard Higher Education	GU001	12/01/07	01/31/18	The purpose of the amendment is to extend the agreement through January 31, 2019 with the option to terminate the agreement on January 31, 2014.	Notwithstanding anything to the contrary set forth in the TCP Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this TCP Amendment at its convenience effective on each date identified in Exhibit 1 as an "Optional Termination Date" by providing written notice to SunGard Higher Education at least six (6) months prior such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SunGard Higher Education will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees due up to and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SunGard Higher Education's receipt of written notice in accordance with the above, this TCP Amendment shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right.	Amendment of an agreement between the KCCD and SunGard Higher Education, Inc. The amendment is to the Technical Currency Agreement that provides for technical support and product upgrades for the Banner software KCCD has licensed from SunGard Higher Education, Inc. The purpose of the amendment is to extend the agreement through January 31, 2019 with the option to terminate the agreement on January 31, 2014. Structuring the terms of this amendment in this manner ensures that the annual escalation rate for improvements, maintenance and support will not exceed more than 4% during the term of this agreement and reduces the cost of the agreement by about \$364,000. Additionally, Non-Appropriation of Funds language was added to clarify process, procedures and actions should KCCD be unable to appropriate funds for this agreement.	E

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728		SunGard Higher Education, Inc	SUNHIG	Valerie Mead	Agreement - Amendment to Technical Currency Agreement		SunGard Higher Education	GU001	03/01/09	01/31/14	As it applies to the Baseline Component Systems in Exhibit 1, the term of this Maintenance Amendment is for the period beginning on the Commencement Date and continuing until January 31, 2014.	Notwithstanding anything to the contrary set forth in the Maintenance Agreement, Licensee will have the right ("TFC Right") to terminate this Maintenance Amendment for the Component Systems in Exhibit 1, at its convenience effective January 31, 2014 by providing written notice to SunGard Higher Education at least six (6) months prior to Early Termination Date. To exercise the TFC Right, and as a condition precedent to the effectiveness of such termination for convenience, Licensee must pay to SunGard Higher Education both (i) the fee for Improvements through January 31, 2014 on which such termination for convenience becomes effective; as well as (ii) the additional amount of \$80,375. The parties acknowledge and agree that the amounts specified in Subsection 2(b)(ii) are liquidated damages that SunGard Higher Education will incur as a result of such early termination of the TCP Agreement upon Licensee's exercise of the TFC Right, and represent the fees that Licensee would additionally have paid to SunGard Higher Education for the Improvements if SunGard Higher Education had not extended Licensee a lower Improvements fee payment in exchange for a longer term of the TCP Agreement; accordingly are compensatory in nature, and are not intended to be, and will not be interpreted to be punitive in nature.	Amendment of an agreement between the KCCD and SunGard Higher Education, Inc. The amendment is to the Technical Currency Agreement that provides for technical support and product upgrades for the Banner software KCCD has licensed from SunGard Higher Education, Inc. <b>The purpose of the amendment is to extend the agreement through January 31, 2019 with the option to terminate the agreement on January 31, 2014.</b> Structuring the terms of this amendment in this manner ensures that the annual escalation rate for improvements, maintenance and support will not exceed more than 4% during the term of this agreement and reduces the cost of the agreement by about \$364,000. Additionally, Non-Appropriation of Funds language was added to clarify process, procedures and actions should KCCD be unable to appropriate funds for this agreement.	E

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729		SunGard Higher Education, Inc		Valerie Mead	Agreement - Amendment to Technical Currency Agreement -- (eProcurement)		SunGard Higher Education, Inc	GU001	01/01/12	12/31/14	01/01/12 to 12/31/14. <b>Optional Termination Date(s): December 31, 2014 and December 31, 2012.</b>	Notwithstanding anything to the contrary set forth in the TCP Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this TCP Amendment at its convenience effective on each date identified in Exhibit 1 as an "Optional Terminating Date" by providing written notice to SunGard Higher Education at least three (3) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SunGard Higher Education will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees up and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SunGard Higher Education's receipt of written notice in accordance with the above, this TCP Amendment shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right. <b>Optional Termination Date(s): December 31, 2014 and December 31, 2017.</b>	Amendment to the Technical Currency Agreement between the KCCD and SunGard Higher Education. The Amendment provides for technical support and product upgrades for the Banner software that the KCCD has licensed from SunGard Higher Education, Inc. The purpose of the amendment is to add the Banner Integration for eProcurement product to the list of supported software covered by the agreement.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
730		SunGard Higher Education, Inc		Valerie Mead	SunGard Higher Education Services Work Order		SunGard Higher Education, Inc	GU001	12/15/11	12/15/12	12/15/11 to 12/15/12. The estimated start date for the services provided above is January 2, 2012 ("Planned Start Date") and the estimated end date for such services is February 2, 2013 ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date is not a representation by SunGard Higher Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes. SunGard Higher Education's obligation to provide services as of any particular date is subject to the then-current availability of appropriate SunGard Higher Education resources to provide such services.	Notwithstanding anything to the contrary set forth in the TCP Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this TCP Amendment at its convenience effective on each date identified in Exhibit 1 as an "Optional Terminating Date" by providing written notice to SunGard Higher Education at least three (3) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SunGard Higher Education will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees up and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SunGard Higher Education's receipt of written notice in accordance with the above, this TCP Amendment shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right. <b>Optional Termination Date(s): December 31, 2014 and December 31, 2017.</b>	Amendment to the Technical Currency Agreement between the KCCD and SunGard Higher Education. The Amendment provides for technical support and product upgrades for the Banner software that the KCCD has licensed from SunGard Higher Education, Inc. The purpose of the amendment is to add the Banner Integration for eProcurement product to the list of supported software covered by the agreement.	E

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731		SunGard Higher Education, Inc	SUNHIG	Jeffrey J. Pomponi	Agreement - Amendment to Technical Currency Agreement -- (Flex Registration Component)		SunGard Higher Education	CE014	N/A	N/A	Notwithstanding any Term provision in the TCP Agreement, except in the case of Licensee's exercise of the Early Termination Right described in Section 2(b) of this TCP Amendment, the term of the TCP Agreement as it applies to each Baseline Component System is for the period <b>beginning on the Commencement Date and continuing until the Expiration Date</b> for that Baseline Component System.	Notwithstanding anything to the contrary set forth in the TCP Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this TCP Amendment at its convenience effective on each date identified in the Maintenance Exhibit as an "Optional Termination Date" by providing written notice to SunGard Higher Education at least six (6) months prior to such Optional Termination Date.	Amendment to agreement between the KCCD and SunGard Higher Education. The amendment is to the Technical Currency Agreement that provides for technical support and product upgrades for the Banner software KCCD has licensed from SunGard Higher Education, Inc. The purpose of the amendment is to add the Flexible Registration product to the list of supported software covered by the agreement.	E
732		SunGard Higher Education, Inc	SUNHIG	Valerie Mead	Agreement - Amendment to Software License and Services Agreement -- (Flex Registration Component)		SunGard Higher Education	CE014	N/A	N/A	Notwithstanding any Term provision in the TCP Agreement, except in the case of Licensee's exercise of the Early Termination Right described in Section 2(b) of this TCP Amendment, the term of the TCP Agreement as it applies to each Baseline Component System is for the period <b>beginning on the Commencement Date and continuing until the Expiration Date</b> for that Baseline Component System.	Notwithstanding anything to the contrary set forth in the TCP Agreement, Licensee shall have the option (the "Early Termination Right") to terminate this TCP Amendment at its convenience effective on each date identified in the Maintenance Exhibit as an "Optional Termination Date" by providing written notice to SunGard Higher Education at least six (6) months prior to such Optional Termination Date.	Amendment to agreement between the KCCD and SunGard Higher Education. The amendment is to the Technical Currency Agreement that provides for technical support and product upgrades for the Banner software KCCD has licensed from SunGard Higher Education, Inc. The purpose of the amendment is to add the Flexible Registration product to the list of supported software covered by the agreement.	E

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733		SunGard Higher Education, Inc		Jeff Pomponi	Amendment to Software License and Services Agreement		SunGard Higher Education, Inc	GU001	2011	2013		unknown	Amendment to the software license and services agreement between the KCCD and SunGard Higher Education. The amendment to the Software License and Services agreement grants KCCD the right to use the DegreeWorks and Evisions Argos products. The amendment details the installation and training services SunGard will provide. DegreeWorks provides a comprehensive set of web-based academic advising, degree audit, and transfer articulation tools to help students and advisors negotiate curriculum requirements. Evisions Argos is an enterprise reporting toll that effectively meets reporting needs from simple ad hoc queries to advanced dashboards.	E
734		SunGard Higher Education, Inc		Valerie Mead	Amendment to Software License and Services Agreement		SunGard Higher Education, Inc	GU001	N/A	N/A	N/A	unknown	Amendment to the software license and services agreement between the KCCD and SunGard Higher Education. The amendment to the Software License and Services agreement grants KCCD the right to use the Banner Integration for eProcurement product. The Banner Integration for eProcurement product is required to implement SciQuest Higher Market's Express for Banner Finance Solution.	E

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735		SunGard Higher Education, Inc	SUNHIG	Jeffrey J. Pomponi	Agreement - Work Order # 100729		SunGard Higher Education		05/01/11	06/30/11	The estimated start date for the services provided hereunder is May 1, 2011 ("Planned Start Date") and the estimated end date for such services is June 30, 2011 ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date shall not be deemed to be a representation by SunGard Higher Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes.	unknown	Work Order between the KCCD and SunGard Higher Education Inc. SunGard Higher Education will provide consulting services to assist KCCD in completing the Luminis project. Luminis is a web based system that provides functions and features to authenticate, identify users and provide them with an easy, intuitive, personalized and user-customizable web-interface for users and provide them with an easy, intuitive, personalized and user-customizable web-interface for facilitating access to information and services that are of primary relevance and interests to the users.	E
736		SunGard Higher Education, Inc	SUNHIG	Jeffrey J. Pomponi	Agreement - Work Order # 100729		SunGard Higher Education	GU001	05/01/11	06/30/11	The estimated start date for the services hereunder is may 1, 2010 ("Planned Start Date") and the estimated end date for such services is June 30, 2011 ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date shall not be deemed to be a representation by SunGard Higher Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes.	unknown	Work Order between the KCCD and SunGard Higher Education Inc. SunGard Higher Education will provide assessment and consulting services to assist KCCD with the implementation of the Faculty Load and Compensation module released in Banner 8. Implementation of this module will streamline and improve the accuracy of payroll processes and MIS reporting.	E
737		SunGard Higher Education, Inc	SUNHIG	Jeffrey J. Pomponi	SunGard Higher Education Services Work Order		SunGard Higher Education	GU001	09/30/11	09/29/12	September 30, 2011 - September 29, 2012	unknown	Services work order between the KCCD and SunGard Higher Education Inc. SunGard Higher Education will provide consulting services to assist KCCD with the implementation of DegreeWorks.	E

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738		SunGard Higher Education, Inc	SUNHIG	Tony Gianni	Agreement - Addendum to current Maintenance Agreement		SunGard Higher Education		03/01/09	01/31/19	March 1, 2009 through January 31, 2019	unknown	<b>ADDENDUM</b> to the current maintenance agreement between the KCCD and SunGard Higher Education. The addendum provides for technical support and product upgrades for the Banner software KCCD licensed from SunGard Higher Education, Inc. The purpose of the amendment is to document that KCCD has elected to receive Federal Methodology Need Analysis via the FM Need Analysis on-line, on-demand service in lieu of obtaining the College Board INAS FM updates and support on premises. There is no change to the fees involved.	N/A
739		SunGard Higher Education, Inc	SUNHIG	Deborah Elias-Smith	Agreement - Contribution License Agreement		SunGard Higher Education Inc	N/A	10/15/10	Perpetual	From 10/15/2010 - <b>Perpetual License</b>		Contribution License Agreement between the KCCD and SunGard Higher Education Inc (SGHE). This Contribution Agreement provides for SGHE to license from the District certain rights in intellectual property ("contributed material") for purposes of SGHE's utilization of such contributed material into SGHE software, and additional SGHE created derivative works based thereon. The contributed material to be licensed under the agreement includes software objects (both executable and source), and related documentation, including SQL queries for the Operational Data Store reports created by the District that support the California Community College regulatory reports such as the 311, 210, and various MIS reports, as well as the SQL code for the Modified Operational Data Store Views created by the District. This license is being granted on a non-exclusive, worldwide, royalty-free, perpetual, non-revocable basis without obligation of accounting by SGHE to District.	N/A



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740		Systems Technology Associates (STA)		Leslie Finley	Statement of Work		Systems Technology Associates Inc. (STA)	SRID	09/20/10	06/30/11	The hours for this project must be scheduled and services rendered, during the time period of September 20, 2010 thru June 30, 2011 as requested by KCCD.	unknown	Statement of Work between the KCCD and Systems Technology Associates (STA) Inc. STA Inc will provide engineering services to configure and setup several virtual servers on newly acquired Hewlett Packard server infrastructure. This server is replacing an existing Banner application server that is approximately 7 years old and is limited in the performance and scalability improvements that can be made to it.	E

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741		Systems Technology Associates (ESA)		Leslie Finley	Statement of Work		Systems Technology Associates Inc. (ESA)	SRID	05/02/11	06/30/11	The hours for this project must be scheduled and services rendered, during the time period of September 20, 2010 thru June 30, 2011 as requested by KCCD.	unknown	Statement of Work between the KCCD and Systems Technology Associates (STA) Inc. STA Inc will provide engineering services to configure and setup several virtual servers on newly acquired Hewlett Packard server infrastructure. This server is replacing an existing Banner application server that is approximately 7 years old and is limited in the performance and scalability improvements that can be made to it.	E

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742		Taft College		unknown	Use of Facilities Agreement		Taft College	N/A	06/25/12	07/27/12	June 25, 2012 through July 27, 2012	unknown	Facilities Use Agreement between the KCCCD Clean Energy Center and Taft College. This Agreement is for the Clean Energy Center's use of classroom facilities at Taft College to teach renewable energy courses to training participants. There is no cost to the District for this use.	N/A
743		Tandberg Data Corporation		Jerry Klaes	Agreement - On-Site Service Agreement		Tandberg Data Corporation	GU001-2111F0-5686-678020	02/26/11	02/25/12	This Agreement shall commence and be effective as of 2/26/2011 and shall remain in effect until the latter of (a) one year from the effective date hereof, or (b) the last day on which any Equipment is covered hereunder as per Appendix A hereto, or until terminated as per the provisions of Section 7 of the Terms and Conditions.	Either party may terminate this Agreement upon sixty (60) days' prior written notice. In such event, Customer shall receive a monthly prorated refund of any prepayments for OSS. Tandberg Data may terminate this Agreement immediately if Customer is default of this and/or any other agreement with Tandberg Data.	Agreement between the KCCCD, on behalf of Bakersfield College, and Tandberg Data Corp. Tandberg Data Corporation will provide on-site service for Tandberg Equipment during normal business hours at BC Information Services Server Room, L192. Tandberg, at its option, will repair or replace equipment, including spare parts. Tandberg equipment is a tape Library Storage System that backs up the servers daily and weekly.	E

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744		Tarant & Wymer	TARWYM	Steve Wymer	Contract - for Consultant Services		Tarant & Wymer		05/30/08	06/01/08	Agreement shall be in effect from May 30, 2008 to June 1, 2008.	This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.	Agreement between the KCCD, on behalf of Bakersfield College Student Government Association, and Tarant & Wymer. Tarant & Wymer will consult with the Student Government leaders and advisor to customize leadership training workshops, prior to the campus visit, for the incoming SGA Officers. Approved by the Bakersfield College Student senate at the April 18, 2008 meeting.	E
745		TCPN		Cindy Herman 563-272-4441	Contract - Piggyback		TCPN	N/A		10/31/08	Expiration is October 31, 2008 with <b>3 annual renewals.</b>	unknown	Piggyback Bid provided by The Cooperative Purchasing Network (TCPN), for school Furniture, awarded to Allsteel. TCPN contracts have been competitively bid in accordance with the all public purchasing rules and regulations in cooperation with the state and local government. Piggyback contracts provided under TCPN for school furniture, materials and services are at significantly lower prices to participants. There are no cost obligations to KCCD for use of this contract.	N/A

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746		Timbisha Shoshone Tribe		Mervin Hess	Letter of Agreement		Timbisha Shoshone Tribe	CE010 Contract Education	06/26/12	06/27/12	The term of this Agreement begins June 29, 2012 and extends through the following date: June 30, 2012, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this agreement and fails to cure the breach within 15 days after written demand.	Agreement for Services between the KCD, on behalf of Cerro Coso Community College and Timbisha Shoshone Tribe. CCCC will deliver the following training classes on-site at the Timbisha Shoshone Tribe in Bishop California: "Federal OSHA-10" on June 26 - 27, 2012 (This 10-hour class was Board Approved on 07/14/11). The district will generate net income of approximately \$650.	R,E

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747		TCWIB - Tulare County Workforce Investment Board	TULCOU18	Adam Peck	Contract # 4870913		Tulare County Workforce Investment Board	RP212	07/01/09	06/30/13	The term of this Contract shall be 48 months and shall commence on the 1st day of July, 2009 and terminate on the 30th day of June, 2013 provided, however, that the parties acknowledge that continuation of the program is subject to receipt of funds from the State.	(a) CAUSE. The TCWIB may, by giving five (5) calendar days prior written notice specifying the effective date, terminate this Contract in whole or in part for the following causes: (1) Failure, for any reason, of the Eligible Provider to fulfill in a timely and proper manner its obligations under this Contract; (2) Ineffective or improper use of funds provided under this Contract; or, (3) Suspension or termination by the State or Federal Government of the Grant or Grants to the County of Tulare under this Contract is made, or the portion or portions thereof designed by this Contract.	<b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Porterville College</b> , and the Tulare County Workforce Investment Board. PC will provide classes and training for the LVN and Psych Tech programs for students under the Workforce Investment Act program. Tulare County Workforce Investment Board will reimburse PC based on individual costs incurred for books, supplies, fingerprinting etc. for student's training expenses. PC will also receive \$132 per student for administrative fees.	R, E
748		TCWIB - Tulare County Workforce Investment Board	TULCOU18	Adam Peck	Contract # 2671011		Workforce Investment Board, Tulare County	New RP	03/01/10	06/30/11	The term of this Contract shall be 17 months and shall commence on the 1st day of March, 2010 and terminate on the 30th day of June, 2011 provided, however, that the parties acknowledge that continuation of the program is subject to receipt of funds from the State.	(a) CAUSE. The TCWIB may, by giving five (5) calendar days prior written notice specifying the effective date, terminate this Contract in whole or in part for the following causes: (1) Failure, for any reason, of the Eligible Provider to fulfill in a timely and proper manner its obligations under this Contract; (2) Ineffective or improper use of funds provided under this Contract; or, (3) Suspension or termination by the State or Federal Government of the Grant or Grants to the County of Tulare under this Contract is made, or the portion or portions thereof designed by this Contract.	<b>New contract</b> between the KCCD, on behalf of <b>Porterville College</b> , and the Workforce Investment Board of Tulare County Workforce Investment Board (WIB) a nonprofit corporation. PC will provide training for 15 psychiatric technician students and 15 vocational nursing students. The students that complete the course of training will be eligible to take state licensure examinations to become licensed in The State of California as a Psychiatric Technician or Licensed Vocational Nurse. The contract with the Workforce Investment Board of Tulare County will pay for the cost of training as outlined in the contract. The contract sets up the process by which KCCD will bill the Work Force Investment Board for the training provided to the students.	R

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749		TCWB - Tulare County Workforce Investment Board		Adam Peck	Memorandum of Understanding		Tulare County Workforce Investment Board, a partner in the Tulare County Employment Connection System	N/A	05/05/11	06/30/12	The term of this agreement shall be 05-05-11 through 06-30-12, and shall be binding upon each party hereto upon execution by such party, and shall be automatically renewed thereafter on a year-to-year basis, unless any party gives notice of non-renewal at least thirty (30) days prior to an anniversary date or withdraws from this MOU as permitted in the following paragraph.	Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date and upon completion of any financial and operational commitments. Notice of withdrawal shall be given to all Employment Connection Partners*.	<b>RENEWAL</b> of the Memorandum of Understanding between the KCCD, on behalf of <b>Porterville College</b> , and Workforce Investment Board of Tulare County, a partner in the Tulare County Employment Connection System. This MOU provides for a collaborative agreement between the District and Tulare County Employment Connection System providing for One-Stop comprehensive workforce development system resources through easily accessible services for employers and job seekers to promote employment and business development in Tulare County. This system enables customers to successfully negotiate an increasingly complex and demanding labor market and is aimed at upgrading the basic and occupational skills of current workers and those readying to enter the workforce.	N/A

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750		TECOGEN, Inc.		Joseph Gehret	Maintenance Agreement		TECOGEN, Inc.	GU001	07/01/11	06/30/12	July 1, 2011 - June 30, 2012	This Agreement may be terminated by either party upon 90 days written notification to the other party.	Agreement between KCCD, on behalf of Bakersfield College, and TECOGEN, Inc. BC has two natural gas powered chillers located in the basement of the AST Building. These chillers provide cooling for part of the campus. In addition, these two chillers will work with the Thermal Energy Storage Tank to provide additional chilling during peak hours. This contract is for the annual maintenance required for the operation of this equipment.	E



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751		Tel-Tec Security Systems	TELTEC	Morgan E. Clayton 661-397-5511	Agreement - Maintenance Services		Tel-Tec Security Systems, Inc.	GU001	11/01/10	10/31/13	The term of agreement is from 10/01/10 - 10/31/13	Either party may terminate this agreement upon sixty (60) days written notice.	Agreement between <b>KCCD</b> and Tel-Tec Security Systems, Inc. Tel-Tec will provide preventative maintenance on the following equipment: Continental Access Control System Upgrade with six stationary color cameras with multiplex DVR to view six entry doors and a supervised Burglary Alarm System.; Commercial Monitoring of fire, burglary, and two (2) elevators. The Service Plus Coverage Agreement also includes all service calls, repairs on equipment, software upgrades, fire alarm certification, and testing of elevator telephones for proper operation.	E

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752		Tel-Tec Security Systems	TELTEC	Morgan Clayton	Agreement - Master Agreement		Tel-Tec Security Systems, Inc.	unknown	02/16/09	02/15/14	<p>The term of this Master Agreement shall commence on February 16, 2009 and shall continue until February 15, 2014, unless terminated earlier in accordance with the provisions of this Master Agreement. Each Work Authorization may be individually terminated in accordance with the provisions of this Master Agreement, even if the Master Agreement is no so terminated. In the event that any services under individual work authorizations continue after February 15, 2014 (same as expiration date of contract), such services shall continue under the terms and conditions of the Master Agreement until completion, unless specific notice of termination for those services is provided in accordance with the provisions of this Master Agreement.</p>	<p>Each Work Authorization may be individually terminated in accordance with the provisions of this Master Agreement, even if the Master Agreement is no so terminated. In the event that any services under individual work authorizations continue after February 15, 2014 (same as expiration date of contract), such services shall continue under the terms and conditions of the Master Agreement until completion, unless specific notice of termination for those services is provided in accordance with the provisions of this Master Agreement.</p>	<p>Agreement between <b>KCCD</b> and Tel-Tec Security Systems, Inc. Client anticipates that from time to time it will require the services of a Security Contractor and may make various assignments to Security Contractor(s) as the Client and Security Contractor may agree. The purpose of this Master Agreement is to define the terms and conditions under which all services will be provided. Individual project assignments will be executed through individual Work Authorizations. Each Work Authorization will define the project scope, Client's construction budget, date for completion of services, unit prices to be paid to the Security Contractor, and any other terms and conditions which are specific to the individual project. (Note: there was no Board Action on file).</p>	E

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753		Tel-Tec Security Systems	TELTEC		Commercial Security System Agreement		Tel-Tec Security Systems, Inc.	GU001-536MOB-5118-651000 Security Services	07/01/10	06/30/15	The term of this is for 3 years, commencing on 7/01/10. Upon the expiration date of the initial term of this Addendum, this <b>Addendum shall automatically renew for successive period of one (1) year each, unless terminated</b> in writing by either party not less than sixty (60) days prior to the expiration of the original term or any renewal period.	Termination in writing by either party not less than sixty (60) days prior to the expiration of the original term or any renewal period.	Agreement between the KCCD, on behalf of <b>Porterville College</b> , and TelTec Security Systems, Inc. TelTec Security Systems will provide supervised monthly monitoring services for the following buildings: Library, Learning Resource Center, Science/Math, Gymnasium, Wellness, Power Technology, and Science/Math Elevator.	E
754		The Empty Space			Rental Agreement		The Empty Space	N/A	09/12/11	10/08/11	9/12/11 - 10/8/11	unknown	Theatre Rental Agreement between the KCCD, on behalf of Bakersfield College, and the The Empty Space. Due to remodel of SAM building the theatre production of Faust will be held at The Empty Space, 706 Oak Street beginning Monday, September 12, 2011 through Saturday, October 8, 2011.	E

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755		The Marketing Time Source (Ruth Klein)		Ruth Klein	Agreement for Contract Instruction - 10-311-037 Business & Entrepreneurship Center		The Marketing Time Source (Ruth Klein)	RP402 Small Business	05/31/11	06/21/11	Recipient and Contractor will honor the schedule of meeting times mutually agreed upon beginning May 31, 2011 and not to exceed June 21, 2011.	The College District retains the right to cancel any class that is offered under this agreement no later than 10 days before the first meeting of the class. The Recipient retains the right to cancel the course that is offered under this agreement no later than 10 days before the first meeting of the class. If the course is canceled 10 days to 30 days prior to start of the course, the deposit is non-refundable.	Agreement for Contract Instruction between the KCCD and The Marketing Time Source. An Entrepreneurial Forum is a Business and Entrepreneurship Center program that provides four weekly sessions over a 30-day period of online training to regional business owners and senior staff and is led by an expert in the area of product branding and marketing strategies. This forum is being conducted as part of the Kern Economic Development Corp/District business enhancement initiative through the local Workforce Investment Board.	E
756		The Regents of the University of California, Office of the President		Alan Moloney	Grant Subagreement No. 10-MESA - DUE-0324218		The Regents of the University of California, Office of the President	MESA Foundation: #F2206.0640	09/01/10	08/31/11	This Subagreement shall be in effect from 09/01/10 through 8/31/11.	This Subagreement may be terminated without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Campus for noncancellable obligations, and allowable and proper budgeted costs incurred to date of terminations.	Grant subagreement between the KCCD, on behalf of Bakersfield College, and The Regents of the University of California, Office of the President. The Regents has received a National Science Foundation Grant under the Science, Technology, engineering and Mathematics Scholarship Program (S-STEM) to provide a scholarship to MESA students transferring from a California Community College to a four-year university. BC has an enrolled student eligible for such scholarship, and the funds must be distributed through the college's financial aid office in coordination with the MESA office.	R

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757		The Sunset Foundation		Phil McDowell	Grant		The Sunset Foundation	RP111	N/A	N/A	unknown	unknown	Grant to the KCCD on behalf of Cerro Coso Community College (CCCC) for the Eastern Sierra College Center Licensed Vocational Nursing Program (ESCC LVN) from The Donald M. Slager Sunset Foundation. The grant is for the sole benefit of the ESCC LVN Program's graduating class and how beneficial the grant is to the program and its students. The report will also include references to The Donald M. Slager Sunset Foundation.	R
758		ThyssenKrupp	THYELE	Jim Schurtz 714-939-0888	Agreement - Maintenance		ThyssenKrupp Elevator		01/01/11	12/31/16		This agreement is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least thirty (30) days but not more than 120 days before the end of the initial five (5) year period, or at least thirty (30) days but not more than 120 days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.	Maintenance Agreement between the KCCD, on behalf of Cerro Coso Community College, and ThyssenKrupp Elevator Corporation. ThyssenKrupp Elevator Corporation will provide maintenance for the three elevators on the Indian Wells Valley Campus of CCCC. The Maintenance Agreement provides comprehensive maintenance to maximize the performance, safety and life span of the equipment.	E

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759		ThyssenKrupp	THYELE	Tracy Zenovic 916-376-8700	Work Order		ThyssenKrupp Elevator	GU001	one time service	one time service	One time service	This agreement is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you.	Work Order/agreement between KCCCD, on behalf of Porterville College, and ThyssenKrupp Elevator. ThyssenKrupp Elevator will perform a full load safety test and provide and install required test tags on the elevator located in Science/Math Building at PC.	E

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760		T-Mobile TMO CA/NV LLC. Frmly PAC BELL		Alisha Seigel 877-231-5447	Agreement - Lease Renewal (See Amendment below)		T-Mobile TMO CA/NV LLC. Formerly PAC BELL	GU001	11/14/08	11/13/13	unknown	Agreement may be terminated without any penalty or further liability on 60 days' prior written notice as follows: (a) by either party upon a default of any covenant or term by the other party which is not cured within 60 days of receipt of written notice of default; (b) by LESSEE with 60 days prior written notice if LESSEE does not obtain any license, permit, or other approval necessary to the construction and/or operation of LESSEE Facilities or LESSEE's business, or they are subsequently revoked; (c) by LESSEE with 60 days prior written notice, if LESSEE determines that the Leased Property is not appropriate for its operations for technological reasons, including but not limited to signal interference; (d) by LESSOR upon giving 60 days' prior written notice to LESSEE, should LESSOR, in good faith, determine the Leased Property is needed by LESSOR for academic activities, provided, LESSOR first use its best efforts to provide LESSEE with an alternative location on LESSOR Property or other property owned or controlled by LESSOR which is equally suitable for LESSEE's wireless communication operations. LESSOR's right to terminate is not conditioned on the actual existence of a suitable alternative site, but LESSOR shall endeavor in good faith to locate and secure such alternative site in the spirit of cooperation and mutual benefit. All costs of relocating LESSEE facilities shall be borne by LESSEE. LESSOR	<b>RENEWAL</b> Lease agreement between the KCCD and TMO (T-Mobile) CA/NV LLC. The purpose of this agreement is to lease light pole and equipment room space located at BC's Memorial Stadium to TMO (T-Mobile) CA/NV LCC for their cellular signal transmission operations.	R
761		T-Mobile TMO CA/NV LLC. Frmly PAC BELL		Ursula Moran	Amendment to Lease Agreement		T-Mobile TMO CA/NV LLC	GU001	N/A	N/A	unknown	unknown	<b>Amendment</b> to the Lease Agreement between the KCCD and TMO (T-Mobile) CA/NV LLC. This Amendment to the Lease Agreement serves to accommodate the need of T-Mobile to upgrade the cell site located at BC that will result in T-Mobile's improved cellular signal transmission operations. To compensate the District for the inconvenience caused by Lessee's modification of the facility to complete the upgrade, this Amendment sets forth a one-time payment of \$4,000 to the District.	R

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762		Toshiba America Information Systems Inc.	TOSAME	Todd Jones	Agreement - Mutual <b>Release Agreement</b> (Lease; Sale and Assignment) No. 7143416-001		Toshiba America Information Systems Inc.					unknown	unknown	Mutual Release agreement between Toshiba America Information Systems Inc. (Toshiba America) and KCCD.	E



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763		TOSS Industrial Services		Ronald R. Kicinski	Agreement - Security Services Agreement		TOSS, Inc.	GU001	07/01/11	06/30/12	This agreement shall be effective until June 30, 2012. (See Amendment below)	This contract may be terminated by either party with 30 days written notice.	<b>RENEWAL</b> Security Services agreement between the KCCD, on behalf of Cerro Coso Community College, and TOSS, Inc. Toss will provide Private Patrol Operator services to CC, IWV campus.	E

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764		TOSS Industrial Services		Ronald R. Kicinski	Agreement - <b>Amendment</b> Security Services Agreement		TOSS, Inc.	GU001	09/01/11	06/30/12	September 1, 2011 through June 30, 2012	This contract may be terminated by either party with 30 days written notice.	<b>AMENDMENT</b> to the Security Services agreement between the KCCD, on behalf of Cerro Coso Community College, and TOSS, Inc. This Amendment provides for TOSS, Inc. to render Private Patrol Security services to the Kern River Valley, Lake Isabella campus, in addition to the services they are providing under the original Agreement for the Cerro Coso Community College campus.	E

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765		Total Compensations, Inc.	TOTCOM	Geoffrey Kischuk 805-496-1700	Agreement - Consulting Services		Total Compensations, Inc.	GU001	02/20/12	10/31/12	(a) The Agreement shall commence on the date first written and shall continue in effect until October 31, 2012, or until all consulting services described in Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement.  (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.	Consulting Services Agreement between the KCCCD and Total Compensation Systems, Inc. This Agreement provides for the engagement of an independent consultant to conduct the valuation of retiree health benefits. The consultant will issue a report to the District including all actuarial information necessary to comply with the requirements of current and future GASB accounting standards.	E	
766		TRI-Signal	TRISIG	Ben Moore 559-274-1299	Contract - Professional Services		TRI-SIGNAL		09/23/05	06/30/06	This agreement shall automatically renew each year for an additional one (1) year period after the original term, unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the anniversary date.	This agreement shall automatically renew each year for an additional one (1) year period after the original term, unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the anniversary date.	The Delano Science and Technology program is located in one of the new buildings being built at 1450 Timmons Avenue, Delano. This contract is for the monitoring of the fire alarm system for the building. This is a 24-hour, 7-day per week monitoring service as is required by our insurance carrier.	E
767		Truxtun Rad. Med Group		Mary Sherfy 661-616-1472	Contract		Truxtun Radiology Medical Group	N/A	N/A	N/A	unknown	unknown	Agreement between the KCCCD, on behalf of Bakersfield College Student Health Center, and the Truxtun Radiology Medical Group. Truxtun Radiology Medical Group has proposed to provide contracted services for Tuberculosis Chest X-Rays at a discounted rate of \$35 for BC students.	N/A

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768		Tulare Cnty Jr Livestock Fair		Fair 559-781-6582	Contract - Commercial Exhibitor		Tulare County Junior Livestock Show and Community Fair, Inc.	RP611 (Perkins)	05/16/11	05/20/11	The Fair hereby grants the Exhibitor the right to occupy the space/s May 16-20, 2012, for the purposes hereinafter set forth pursuant to the terms and conditions of this agreement. This contractual agreement is entered into by both parties, the Exhibitor and the Fair, with all terms and conditions agreed upon on this 5th of December 2011.	This Exhibitor agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 45 days prior to opening day when such termination shall become effective. Such termination shall relieve the Porterville Fair of any further performances of the terms of this contract.	Agreement between the KCCD, on behalf of Porterville College, and the Tulare County Junior Livestock Show and Community Fair, Inc. (hereinafter referred to as Porterville Fair), to participate in the Porterville Fair, May 16-20, 2012. PC will participate in the Porterville Fair, May 16-20, 2012. The rental of exhibit space will be used for the display of brochures and pamphlets promoting PC. PC staff will man the booth and speak with the public regarding programs and certificates offered by PC.	E

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769		Tulare County Office of Ed-CalWorks - PC		Lois O. Sheffield	Agreement - CalWORKs Child Care Services		Tulare County Child Care Educational Program (TCOE)	RP350 Federal TANF	07/01/10	06/30/11	<p>This Agreement shall become effective July 1, 2010, and will continue in effect through and including June 30, 2011, unless sooner terminated pursuant to paragraphs 12 and 13 herein.</p>	<p>Either party may terminate this agreement for the material breach of any covenant, term or condition of this agreement by the other party, its officers, agents or employees, provided the breach is not cured within twenty (20) calendar days after written notice thereof is presented to the non-terminating party. Either party may terminate this agreement after thirty (30) calendar days notice to the other party. Should PC terminate this agreement as provided herein, PC shall pay contractor for all satisfactory services rendered by contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 7 "Compensation" herein. Notwithstanding any other provision of this agreement, either party hereto may terminate this agreement by service of thirty (30) days written notice to the other party in the manner set forth in paragraph 13.</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of Porterville College CalWORKs Program, and the Tulare County Office of Education on behalf of the Tulare County Child Care Educational Program. PC CalWORKs will provide child care services for students receiving Temporary Assistance for Needy Families (TANF) through Connections for Quality Care; formerly known as Resource and Referral. Expenses will be covered by the California Community Colleges Chancellor's Office CalWORKs grant. Tulare County Child Care Educational Program will provide CalWORKs child care payment services and child care referral services for students at PC.</p>	E

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770		Tulare County Office of Education		Ray M. Chavez	Agreement - Educational Services		Agreement for Services -- Contract Education		09/21/09	12/14/10	The term of this Agreement begins September 21, 2009 and extends through the following date: December 14, 2010, unless the parties agree in writing to extend the term.	One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this agreement and fails to cure the breach within 15 days after written demand.	Contract Education class listed on the accompanying Board Contract Education form for Porterville College. The class listed will provide students selected by the Tulare County Office of Education - child care an opportunity to satisfy requirements needed to receive the child care permit. Cost analysis worksheets were completed on this class and deemed profitable and no general funds will be used for this purpose.	R

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771		Tulare County SOS Agency Svc. Agmt.		Randy Wallace 559- 733-6101	Agreement - <a href="#">Agency Agreement</a>		Tulare County Superintendent of Schools	RP	07/01/08	12/30/09	This agreement shall be effective from July 1, 2008 through and including December 30, 2009.	Either party may terminate this agreement without cause by giving thirty (30) calendar days advance written notice to the other party.	New agreement between the KCCD, on behalf of Porterville College, and the Tulare County Superintendent of Schools (TCSOS). The agreement will allow support for the development in the areas of Career Technology Education. The intent of this agreement is to support a collaborative community effort for articulation and integration activities for the development of program opportunities in career technology education.	R

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772		Tulare County SOS-PC-CDC		Marilyn Rankin	Agreement - <a href="#">Memorandum of Agreement</a>		Tulare County Superintendent of Schools	CD002- 114CP1	07/01/09	06/30/10	This Agreement shall be effective from July 1, 2009 through and including June 30, 2010.	Each party may terminate this agreement at any tie for cause upon 30-day written notice.	Memorandum of Agreement between the KCCD, on behalf of Porterville College Child Development Center, and the Tulare County Superintendent of Schools. The purpose of this agreement is to provide child development services through the PC Child Development Center to two (2) Tulare County children with disabilities for the period of July 1, 2009 through June 30, 2010.	R



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773		Tulare County Superintendent of Schools			Lease		Tulare County Superintendent of Schools	GU001	01/01/10	12/31/50	The term of this lease is for forty (40) years commencing on January 1, 2010, and terminating on December 31, 2050. (a) There will be no extensions of this lease agreement unless the College authorizes such extensions.	unknown	A Lease Agreement between the KCCD, on behalf of Porterville College, and the Tulare County Superintendent of Schools. Tulare County Superintendent of Schools desires to lease the District's real property located at 100 E. College Avenue, Porterville, CA for the purposes of constructing a shade structure for operating a severely handicapped community-based instruction class.	R
774		Tule River Educational Corp		Linda Murr	Agreement - Contracted Services		Tule River Educational Corp		06/10/03	07/24/03	The term of this Agreement shall be from June 11, 2003, through July 24, 2003, inclusive.	This agreement may be terminated by either party with 30 days written notice.	Agreement between Porterville College, KCCD and Tule River Educational Corporation, Towanits Indian Education Center.	R
775		Turk's Kern Copy, Inc.		Lilia Aguirre	Agreement - Equipment Maintenance Agreement		Turk's Kern Copy, inc.	GU001	07/01/10	06/30/11	1 year: Effective 7/1/10 - 6/30/2011.	Either party may cancel on thirty days written notice. If this equipment becomes unserviceable because of unavailability of parts or due to the age of the machine, the contract will be cancelled. This contract is non-refundable, but may be transferred to equipment purchased thru Turk's Kern Copy, Inc.	<b>RENEWAL</b> Equipment Maintenance Agreement between the KCCD, on behalf of District Office Human Resources, and Turk's Kern Copy, Inc. Turk's Kern Copy, Inc. will provide Equipment Maintenance Service for the Toshiba, E-520 Copy Machine, located in Human Resources.	E
776		TVEyes Inc.		Anne Stephan	Service Agreement		TVEyes Inc.	GU001	10/01/11	10/01/12	One Year, October 1, 2011 - October 1, 2012	unknown	Service agreement between the KCCD, on behalf of Bakersfield College, and TVEyes, Inc. TVEyes, Inc. is an online provider of global news coverage footage for television, radio, social media and print media. TVEyes, Inc. will provide media coverage reports to BC on any media stories with keywords related to BC. TVEyes, Inc. sends daily reports to BC of all media stories, which can then be downloaded and archived.	E

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777		U.S. Bank Cal Card		Robert T. Abele	Agreement - U.S. Bank Communications System License		U.S. Bank Communication s System License Agreement Purchasing Card		2/1/1999		This Agreement shall become effective upon execution by both USBCS and Customer, and the term shall continue until the expiration or termination of (a) this agreement; and/or (b) USBCS' Purchasing Card Agreement with customer; and/or © USBCS' FirstView License Agreement with customer. Upon the termination for any reason (or for no reason) or the expiration of this agreement, customer agrees to immediately return all copies of the System, and all other confidential and/or proprietary materials of USBCS and/or Adobe then in customer's possession, and to delete the software from all of its computer systems and/or storage devices.	This agreement shall become effective upon execution by both USBCS and Customer, and the term shall continue until the expiration or termination of (a) this agreement; and/or (b) USBCS' Purchasing Card Agreement with customer; and/or © USBCS' FirstView License Agreement with customer. Upon the termination for any reason (or for no reason) or the expiration of this agreement, customer agrees to immediately return all copies of the System, and all other confidential and/or proprietary materials of USBCS and/or Adobe then in customer's possession, and to delete the software from all of its computer systems and/or storage devices.	Communications System License Agreement between U.S. Bancorp Card Services, Inc. and KCCD. USBCS grants to customer a license to use the System, which license is non-exclusive, nontransferable, terminable and limited. Customer agrees to use the System only in the US, only during the time of this agreement, only according to manuals, guidelines, policies and instructions provided by USBCS from time to time (which, when issued to Customer, becomes part of this agreement), and only so long as Customer's Purchasing Card Agreement and FirstView License Agreement are in effect. This Agreement is not and shall not be construed to be, a license for either party to use the name of the other party, or any of the logos, trademarks, trade names or service marks of the other party. The license to use the Acrobat Reader by Adobe is set forth on the CD ROM disk as part of the System, and is between Adobe and Customer; Customer agrees to use Acrobat Reader only if Customer agrees to the terms of such license. The System shall be used by Customer only in connection with Customer's own U.S. Bank Visa Purchasing Card Program (the "Purchasing Card Program").	

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778		U.S. Communities			Contract - Piggyback Contract		U.S. Communities	N/A	N/A	N/A	unknown		KCCD's participation in the Piggyback Bids/Contracts provided by U.S. Communities that include: Office Supplies, School Furniture, Technology Solutions Office Machines, PE Supplies, Auto Parts, Maintenance and Hardware Supplies, Electrical Products, Telecommunications Supplies, Technology Products, Park & Playground, Roofing Supplies & Services, Janitorial Supplies and Synthetic Turf & other Athletic Surfaces. All U.S. Communities Government Purchasing Alliance contracts have been competitively bid in accordance with the all public purchasing rules and regulations in cooperation with the state and local government. Piggyback contracts provided under U.S. Communities provide materials and services at significantly lower prices to participants. There are no cost obligations to KCCD to use any of these contracts. <b>(SEE TWO CONTRACTS BELOW)</b>	

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779		U.S. Communities		George Bright 703-324-3215	Contract - Piggyback Contract # RQ07-878957- 20A - E; REF # RFP07-878957-20		U.S. Communities	N/A	05/01/07	12/31/08	The contract period is from May 1, 2007, through December 31, 2008. Fairfax County reserves the right to <b>renew this contract for four (4) years, one (1) year at a time.</b>	unknown	County of Fairfax, Virginia. Contract Title: Systems Furniture - Freestanding Furniture, Seating, Filling Equipment, and Related Products & Services.	

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780		U.S. Communities		Mary Walcott	Contract - Piggyback Contract - Master Agreement		U.S. Communities	N/A	01/02/06	01/01/10	This Master Agreement shall go into effect for a <b>four (4) year period effective January 2, 2006 as indicated on the signature page hereof and shall expire at the close of County business on January 1, 2010</b> , unless sooner terminated, in whole or in part, as provided herein.	This Master Agreement shall go into effect for a four (4) year period effective January 2, 2006i as indicated on the signature page hereof and shall expire at the close of County business on January 1, 2010, unless sooner terminated, in whole or in part, as provided herein.	County of Fairfax, Virginia on behalf of U.S. Communities Purchasing & Finance Agency and other government agencies for Master Agreement for Systems Furniture - Freestanding Furniture, Seating, Filing Equipment, and Related Products & Services.	

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781		U.S. Department of Interior National Park Service		Sarah J. Welch	Grant		US Department of Interior National Park Services	New RP	01/01/09	July 2009	January 2009 to July 2009 (project actually begin in Spring 2010)	unknown	Agreement between the KCCD, on behalf of Bakersfield College Physical Science Department (Geology), and the US Department of Interior National Park Service. The purpose of the grant is to fund the construction of the Shark Tooth Hill interpretive, custom built, display cabinet. The display cabinet will be housed in the Physical Science Department at BC. BC Physical Science faculty will show the geological and historical importance of Shark Tooth Hill National Natural Landmark to visitors of Kern County as well as to faculty and students. Two BC Physical Science Department (Geology) faculty members will donate a total of 125 hours each to meet the National Park Service Challenge Cost Share Program (CCSP) matching fund requirement of \$4,877. A matching grant of \$4,877 will be provided by the National Park Service CCSP to cover the cost of the construction on the display cabinet.	R, E

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782		U.S. Foodservice		Joe Roseberry	Agreement - Master Distribution Food Bid - Bid # B07-3538		U.S. Foodservice, Inc.	BF100, FD400 & GU001	8/212007	08/21/10	The term of this Agreement shall be for a period of three (3) years, beginning August 21, 2007 and continuing through August 21, 2010, unless terminated earlier pursuant to paragraph 11.	The District reserves the right to terminate this agreement, in whole or in part, for its convenience on thirty days (30) notice. In the event of a material breach, irregularities, informalities, or performance failures of the Agreement, the party in default must be notified in writing. The party in default will have ten (10) days from the receipt of notice to correct the breach. If the breach is not rectified within ten (10) days, the offended party may cancel the entire agreement upon an additional 30 days' written notice to the other party. Thereafter, the vendor shall have no further claim against District under the contract. In addition, if the Vendor is found at fault - invoices will be held under determination of what adjustments apply.	Contract for a primary food distributor for Bakersfield College, Bid No. B07-3538,. To provide food service products, paper goods, culinary and chemical supplies, etc. to the Food Services Department at BC including the Childcare Food Program, the Renegade Room and Memorial Stadium.	E
783		U.S. Foodservice		unknown	Contract		U.S. Foodservice	BF100, CD002, CD004, FD400, GU001, TB150, PF300, PB301	12/01/10	12/01/13	Three years	unknown	A contract to establish an institutional supplier for the procurement of perishable goods and seasonal commodities, including but not limited to, produce, meat, frozen and other goods, on behalf of Bakersfield College and Porterville College, Bid No. B10001, as recommended in the Business Services Report. A formal bid process has been completed and the results have been tabulated, reviewed and recommendations have been made.	E

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784		Ultrex Copiers		unknown	Contract - Master Contract for Office Copiers & Related Equipment, Maintenance and Supplies - RFP # B09001		ULTREX Business Solutions	GU001	09/29/09	2014	The term shall be for (5) years beginning on the date fully executed by the parties, and the pricing established in this agreement is firm over the full term of the agreement.	This Agreement may be terminated at the will of KCCD, on 30 days notice, thereby permitting the District to rent/lease copying equipment from other sources. Individual items of equipment rented/leased during the life of any such contract will be rented/leased for a period not to exceed a maximum term of five (5) years for any specific item rented/leased. Accordingly, the 30 day termination clause does not apply to the rental/lease of specific equipment.	Master Contract for Office Copiers and Related Equipment, Maintenance and Supplies for the KCCD, on <b>behalf of Bakersfield College, Cerro Coso Community College, Porterville College, and the District Office</b> . KCCD wishes to establish a master copier agreement from a single vendor for the procurement and ongoing support of office copier equipment at all District locations. The agreement would include a purchase and lease option along with a per click price to cover ongoing maintenance and support, including service, replacement parts and all consumable products aside from paper and staples. This agreement would not include the large campus print shop copiers or the large mail room copier at the District Office. <b>ADDENDUM</b> - There is an addition of three Sharp MFP models in addition to the three Panasonic MFP models originally included in the Master Agreement. The three Sharp models would fit the small, medium and large officer copier requirements of the original RFP and in fact exceed the capability of the Panasonic models. The pricing for these three models would be the same as the pricing for the Panasonic models. The additional models will have no increased cost to the District.	E



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785		Ultrex Copiers			Maintenance Agreement and Sales Order		ULTREX Business Solutions	GU002	N/A	N/A	The term of this agreement shall be for (5) years beginning on the date fully executed by the parties, and the pricing established in this Agreement is firm over the full term of the agreement.	This Agreement may be terminated at the will of KCCD, on 30 days notice, thereby permitting the District to rent/lease copying equipment from other sources. Individual items of equipment rented/leased during the life of any such contract will be rented/leased for a period not to exceed a maximum term of five (5) years for any specific item rented/leased. Accordingly, the 30 day termination clause does not apply to the rental/lease of specific equipment.	Maintenance Agreement and Sales Order Agreement between the KCCD, on behalf of <b>Cerro Coso Community College</b> , and ULTREX Business Solutions. The Sales Order will allow CCCC to purchase a Panasonic DP 8035 copier, for the Indian Wells Valley campus. ULTREX Business Solutions will provide maintenance services for the Panasonic copier.	E

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786		UNAVCO		Kyle Bohnenstiehl 303-381-5779	Agreement - Permit and Land Use Agreement		Plate Boundary Observatory/UNAVCO, Inc	N/A	11/01/07	11/01/18	This permit is for the period beginning the first day of drilling and continuing for 11 years.	unknown	Permit and Land Use Agreement between the KCCD, on behalf of Cerro Coso Community College, and Plate Boundary Observatory (PBO)/UNAVCO, Inc. for permission to install a Strainmeter Monitoring Station. This Agreement gives PBO permission to install, operate, and maintain one borehole Strainmeter station. Plate Boundary Observatory can drill up to 1 borehole to a depth no greater than 800 feet with a borehole diameter of approximately 10 inches at the surface. The Strainmeter station, which monitors tectonic and magmatic processes, will be constructed in three phases.	R
787		United States Liability Insurance Group, a Berkshire Hathaway Company			Special Event Product Insurance Contract		United States Liability Insurance Group, a Berkshire Hathaway Company	RP362 - restricted student development fund	03/26/12	04/22/12	From 02/26/12 to 04/22/12	unknown	Special Event Product Insurance Contract between the KCCD, on behalf of Cerro Coso Community College, and United States Liability Insurance Group, a Berkshire Hathaway Company. This contract is for the purchase of liability insurance required to have "Where There's a Fight: A History of Civil Liberties in California: exhibited at the campus Learning Resource Center Art Gallery.	E

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788		Univ. of New Mexico		David J. Schmidly	Agreement - Memorandum of Understanding		University of New Mexico and Federal Government	TBD	09/29/08	09/01/13	The term of this agreement shall commence on September 29, 2008 and will terminate on September 01, 2013, unless renewed or extended by the partners.	University of New Mexico and KCCD reserve the right to terminate this MOU upon service of written notice to the other party 30 days prior to the date of termination.	Memorandum of Understanding between the University of New Mexico and the Kern Community College District. The University of New Mexico and the KCCD will collaborate and create a working relationship to submit federal grants for funding opportunities that will secure funding that will aid both parties in the delivery of services.	TBD
789		Univ. of Southern California		Kathy Wasilewski	Memorandum of Agreement		University of Southern California	N/A	01/01/12	12/31/12	This Agreement shall be effective for the period set forth in Paragraph A of this Agreement, when executed by both parties. Thereafter, this Agreement may be renewed annually, upon written mutual agreement between the parties, not to exceed a total term of five (5) consecutive years unless terminated in accordance with paragraph 6 below.	This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that Agency uses reasonable good faith efforts to assure that all students currently enrolled in the Program at Agency at the time of notice of termination shall be given the opportunity to complete the Program at Agency, subject to available funding.	Memorandum of Agreement between the Kern Community College District, on behalf of Bakersfield College, and the University of Southern California (USC). The USC School of Social Work requires facilities where USC students can obtain a learning experience required by its curriculum. BC has the settling needed by the program trainees as part of their practical learning experience. It is of mutual benefit of both parties that students enrolled in the USC program use the facilities of the District to further their learning experience.	N/A
790		Valley Baptist Church	VALBAP	Roger Spradlin	Lease Agreement		Valley Baptist Church	Restricted funds - CD004 - State CD GPRE Preschool BC	03/01/11	06/30/12	Lessor leases to District and District leases from Lessor the Premises on a month to month basis commencing July 1, 2012.	Either may terminate the Lease provided thirty (30) days written notice is given to the other party.	Lease Agreement between KCCD, on behalf of Bakersfield College, and Valley Baptist Church. This Lease Agreement will provide the BC Child Development Program the use of buildings and grounds located at 701 Mt. Vernon Avenue, Bakersfield, California as classroom space in order to conduct certain classes.	E

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791		Valley Public Television		Paula Castadio	Agreement - Lease Renewal		Valley Public Television	GU001	09/21/06	09/21/09	The term of this agreement shall be for three (3) years on September 26, 2009 with <b>two (2) one (1) year renewals</b> , unless this agreement is terminated sooner pursuant to paragraph 10.	This agreement may be terminated without any penalty or further liability on 60 days' prior written notice as follows: (a) by either party upon a default of any covenant or term by the other party which is not cured within 60 days of receipt of written notice of default; (b) by Lessee with 60 days prior written notice if Lessee does not obtain any license, permit, or other approval necessary for the construction and/or operation of Lessee Facilities or Lessee's business, or they are subsequently revoked; (c) by Lessee with 60 days prior written notice, if Lessee determines that the Leased Property is not appropriate or no longer viable for any reason for its operations including but not limited to signal interference; (d) for any reason by Lessor upon giving 60 days' prior written notice to Lessee.	<b>Renewal</b> Lease agreement between the KCCD and Kern Valley Public Television (KVPT) for the lease of the use of the microwave communications tower in Delano. The KCCD owns a microwave communications tower in Delano that is part of the KCCD communications network. The purpose of this agreement is to lease tower space to KVPT on KCCD's Delano tower for their television broadcast communications relay facilities. Compensation to KCCD by KVPT for this lease will be as follows: (a) Five Hundred Dollars (\$500) per month September 26, 2009 - September 25, 2010 (b) Five Hundred-Fifty Dollars (\$550) per month September 26, 2010 - September 25, 2011 (c) Six Hundred Dollars (\$600) per month September 26, 2011 - September 25, 2012 (d) Production by KVPT of two (2) thirty second on-air announcements, one for Bakersfield College and one for Porterville College. (e) Airing of these two (2) announcements by KVPT once per week for fifty two weeks (52) per year for the duration of the agreement. These airings will occur in the respective college's service area reachable by KVPT's broad cast signal. (This schedule was updated 4/14/10 to reflect some swapping out of equipment at Lessor's site by Lessee. <b>This schedule replaces the original schedule that is part of the current lease agreement executed in September of 2009.)</b>	R
792		Valley Public Television		Paula Castadio	Addendum to Lease Agreement		Valley Public Television, Inc. DBA Valley PBS	GU001	12/26/11	09/25/12	December 26, 2011 to September 25, 2012	unknown	Amendment to the Lease Agreement between the KCCD and Kern Valley Public Television (KVPT). The purpose of the Amendment is to allow KVPT to install additional television broadcast equipment on the District's communication tower located in Delano, CA. To compensate the District for allowing KVPT to install this additional equipment, this Amendment sets forth an increase in monthly rent from \$600 to \$650 for the period December 26th, 2011 - September 25th, 2012. After September 25th, 2012, lease terms will be renegotiated as part of any future renewal.	R

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793		Vault	VAULT	Noelle Ebright 212-366-4212	Agreement - Online Career Library Service		Vault	RP310 GU001	04/25/07	04/25/08	The term of this Agreement with respect to each service enumerated in the schedule shall be for the period set forth next to the description of such service.	This agreement is non-cancelable and payments hereunder are nonrefundable. This agreement will renew for additional 1 term at the above rate with 5% annual fee increases unless terminated in writing by either Vault or Client 30 days before the expiration of any term.	Online Career Library Service Agreement between the KCCD, on behalf of Cerro Coso Community College and vault. This is a one year subscription to Vault online Career Library, Community College Education, full books version, and partially funded through the state Chancellor's Office categorical funds TANF. This subscription will provide career information resources to our students.	E
794	Verizon			Suleiman Hessami	Agreement - Amendment #1 - Service # 2007-401306		Verizon California, Inc.	GU001	06/01/07	02/01/08	The new expiration date of the Agreement shall be January 24, 2008. There shall be no further amendments to extend the service period. Section 5(b) of the Agreement is no longer applicable. For service continuation after February 1, 2008, Customer may purchase service from Verizon's applicable, prevailing tariff (tariff rates, terms and conditions will apply), or if the parties mutually agree, a new individual case basis agreement, consistent with applicable law and regulation and based on the service configuration and structure in Verizon's applicable, prevailing intrastate tariff may be completed, with new individual case basis rates, charges, terms and conditions.	If Customer cancels this amendment in whole or in part or terminates any services prior to the expiration of the service period as amended herein, customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the terminated service remaining in the unexpired portion of the service period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.	<b>AMENDMENT</b> - Extension of service agreement between the KCCD and Verizon California, Inc. The Service Period for this agreement is to be extended for an additional eight (8) months and the new expiration date of the agreement is February 1, 2008. This service agreement provides a Wide Area Network connection for CC at Ridgecrest.	E

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795		Wallace Martin	@00003047	Wallace Martin	Agreement - Contract Auction Agreement		Wallace Martin	GU001	09/05/08	09/06/08	unknown	This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party. Contractor's obligations under as stated above shall survive the termination of this agreement.	Contract auction agreement between the KCCD, on behalf of Cerro Coso Community College, and Wallace Martin Auctioneer. The Auctioneer will provide services that include: advice, write and place ads, sent out emails to past local auction customers; sort/group and tag items; conduct auction and other miscellaneous services. This auction will require a minimum of 3 days time (24 hours) for the auctioneer and two paid student helpers, plus about 5 hours time for one paid clerk the day of the auction.	E
796		Weber Metals		Andrea Bloom 562-602-0260	Agreement - Contracted Services		Weber Metals	CE005- Employment Training Panel	11/04/10	02/04/11	Training will begin on or about November 5, 2010 and end on or about February 4, 2011.	This agreement may be amended or canceled by mutual consent of the parties. In the event of termination, Employer agrees to reimburse District for actual costs incurred to date of cancellation.	Agreement for Services between the KCCD and Weber Metals. KCCD/Workplace Learning Resource Center will develop and provide computer skills instruction and training to Weber Metals' employees. This instruction and training will be offered through Contract Ed.	R,E

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797		West Hills Community College District		unknown	Memorandum of Understanding and Addendum to Memorandum of Understanding		West Hills Community College District	New RP; New Orgn	10/01/11	09/30/14	October 1, 2011 - September 30, 2014	unknown	Memorandum of Understanding and Addendum between the KCCCD, on behalf of Bakersfield College, Cerro Coso Community College and Porterville College, as part of the US Department of Labor Trade Adjustment Act Community College Career Training (TAAC3T) Grant Consortium referred to as the C6 Consortium comprised of 11 community colleges with West Hills Community College District serving as the project lead and fiscal agent. BC, CCCC and PC are part of the Central California Community Colleges Committed to Change (C6). The C6 Colleges will implement the eight structure strategy elements resulting in a 3% increase in each of the following metrics: completion rates, retention rates, annual ratio of certificates and degrees awarded per 100 students, and will reduce time to completion by nine weeks or one quarter in at least two programs in each industry cluster (excluding those regulated by licensing boards of industry hourly requirements).	R, E

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798		WESTEC Cooperative Edu. Prog Agreement	WESENE		Agreement - Contract Education <b>(See new Master Agreement below)</b>		WESTEC - Westside Energy Services Training and Education Center	GU001- 1110WT1- 5150-210500	06/30/11	06/30/12	This Master Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2012, at which time its terms may be reviewed and a New Master Agreement entered into by the parties. The indemnification provisions shall survive termination.	(A) This Master Agreement and/or any related ISA may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 60 calendar days after actual receipt of the written notice. Both parties agree to consider the needs of currently enrolled students when determining a termination date. (B) This Master Agreement and/or any related ISA may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach of this Agreement. Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure.	Master Agreement for Instructional Services between the KCCD and The Westside Energy Services Training and Education Center (WESTEC). This Master Agreement is a 2011 version of an Agreement previously entered between the District and WESTEC that provides for District instructors to teach courses as part of a approved vocational/occupational training program for college credit at the WESTEC facility in Shafter, California. The courses will be for college credit in the fields of Industrial Health Safety, Criminal Justice Administration and Petroleum Technology. Each course, or series of courses, will be set forth in an instructional Services Agreement ("ISA") that outlines the details of each course (or series of courses) in a particular program, and incorporates the terms and conditions of the Master Agreement.	R, E



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799		WESTEC Cooperative Edu. Prog Agreement	WESENE		Agreement - Contract Education		WESTEC - Westside Energy Services Training and Education Center	GU001	07/01/12	06/30/13	This Master Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2013, at which time its terms may be reviewed and a new Master Agreement entered into by the parties. The indemnification provisions shall survive termination.	(A) This Master Agreement and/or any related ISA may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 60 calendar days after actual receipt of the written notice. Both parties agree to consider the needs of currently enrolled students when determining a termination date. (B) This Master Agreement and/or any related ISA may be terminated with cause by either party if a party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach of this Agreement. Termination will be effective 15 calendar days after a written demand to cure is provided and the party fails to cure.	Master Agreement for Instructional Services between the KCCD, on behalf of Bakersfield College, and Westside Energy Services Training and Education Center (WESTEC). WESTEC will provide credit instructional and other services for BC's Industrial Health Safety, Criminal Justice Administration, and Petroleum Technology programs, on behalf of the KCCD.	R, E

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800		Western States			Contract - Piggyback Contract - Gateway-A63308-CA; Dell-A63307		WSCA & NASPO	N/A	09/01/04	08/31/09	The term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on September 4, whichever is later, through August 31, 2007 (3 years). The Agreement has been renewed for two (2) years, through August 31, 2009, unless terminated pursuant to the terms of this Agreement.	unknown	District's participation in the Piggyback Bids/Contracts provided by Western States Contract Alliance (WSCA) and National Association of State Procurement Officials awarded contracts to Dell Marketing LP and Gateway Companies Inc. All WSCA and NASPO contracts have been competitively bid in accordance with the public purchasing rules and regulations in cooperation with the state and local government. Piggyback contracts provided under WSCA and NASPO provide computer hardware, software and related services at significantly lower prices to participants. There are no cost obligations to KCCD to use any of these contracts.	N/A
801		Wheeler's			Agreement - Purchase		Student Health Center PHIT	RP510	N/A	N/A	unknown	unknown	Contract for fitness equipment for Bakersfield College fitness rooms to implement the Student Health Center PHIT (Preventative Healthcare Information and Training) program. Bid No. B2703535, as recommended in the Business Services Report. The bids have been tabulated, reviewed and recommendations made. To provide a preventative healthcare program available free to all students who pay the student health fee. The program includes a health screening, educational diet and disease control information, referrals, and a personalized fitness program.	N/A
802		Wheeler's	WHEFIT	Brent Damron 661-834-6305	Agreement - Preventive Maintenance		Wheeler's Fitness Equipment	GU001	07/01/09	06/30/11	The term of this agreement is valid for two years beginning July 1, 2009.	unknown	Maintenance agreement between the KCCD, on behalf of Bakersfield College, and Wheelers Fitness Equipment Co. Wheelers Fitness Equipment Company (W.F.E.C.) will provide preventive maintenance twice a year to equipment that is used in the Adaptive Physical Education Fitness Center/classroom instruction. The College purchased the bulk of the equipment from W.F.E.C., the distributor.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
803		Wilder Barton Environmental C.C.	WILBAR	Kenneth Wilder	Agreement - Operation & Maintenance Service # 003-06-O&MA		Wilder-Barton Environmental	GU001	06/06/06	2008	Contract to end 24 months from date of signing. This agreement shall continue from the date of its acceptance until terminated by either party, by written notice given to the other at least 30 days prior to the date of termination.	Contract to end 24 months from date of signing (2 years). This agreement shall continue from the date of its acceptance until terminated by either party, by written notice given to the other at least 30 days prior to the date of termination.	Contract for three (3) facilities located at Eastern Sierra College Center - Bishop. Change from three contracts to single contract. (1) Domestic Water Deliver System; (2) Waste Disposal System and Vadose Monitoring System; (3) Fire Suppression Supply System.	E
804		Workplace Lng. Res. Ctr Contracts		Bob Redlo or Jessica Butz 510-625-5772	Contract - Vendor Contract		Ben Hudnall Memorial Trust	RP449	12/01/08	12/31/09	Recipient shall pay the Vendor \$11,500 for the term beginning 12/1/08 ending 12/31/09 for curriculum development/Instructions/ training rendered: based on an estimate of 4 class sessions and 80 total students.	The Vendor retains the right to cancel this agreement no later than 14 days before the first meeting, in which case the Recipient shall not be liable for any payments to the Vendor.	Agreement between the KCCD and the Workplace Learning Resource Center and the Ben Hudnall Memorial Trust. KCCD will provide Level 1 and Level II Basic Medical Spanish for the Kaiser Workplace classes for permanent employees of Kaiser Permanente.	R,E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
805		WRD Consulting Group, LLC			Memorandum of Understanding		WRD Consulting Group, LLC	GU001			Three competitive cycles (not to exceed five years after the date of the first competition cycle deadline)	College may terminate eh MOU in the event that WRD (i) breaches any of its material covenants or (ii) repeatedly breaches any covenants under this Contract, and WRD fails to cure any such breach to College's reasonable satisfaction within sixty (60) days after College's written notice to WRD of such breach. In the event that WRD fails to cure such breach within such sixty (60) day period, WRD may terminate the Contract.	A Memorandum of Understanding (MOU) between the KCCD, on behalf of Bakersfield College, and the WRD Consulting Group, LLC. WRD Consulting Group, LLC will provide consultation services to assist BC in developing individual cooperative grant applications for funding under Hispanic-Serving Institutions programs administered under the U.S. Department of Education, including Title V and HSI-STEM Programs. BC intends to apply for the grant and will reimburse WRD Consulting Group, LLC for ten percent (10%) of the funds received.	E

No.	Vendor/ Company/ Agency	FOLDER	Banner System Vendor Code	Contact	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE	Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)
806		Wright, Rick	@00001140	Rick Wright	Agreement - Professional Expert - Interim Director of Facilities Planning & Compliance		Wright, Rick	unknown	01/01/11	06/30/11	The Interim Director agrees to serve in the position commencing January 4, 2010 and ending December 31, 2010, unless otherwise terminated or extended.	<p><u>Renewal:</u> This Agreement may be renewed for an additional three-month period or a shorter duration upon mutual agreement of the Interim Director. It is further provided, however, that by so doing, it shall not be considered that a new Agreement has been entered into, rather that the termination date of the existing Agreement has been extended.</p> <p><u>Removal Without Cause:</u> The Interim Director serves in the administrative assignment at the pleasure of the District and may be removed from such assignment by the Chief Financial Officer without cause after thirty (30) days advance written notice, or as otherwise mutually agreed by both parties. The Interim Director shall not have right of appeal or any other rights except as set forth herein or otherwise required by law.</p> <p><u>Termination by Interim Director:</u> The Interim Director may terminate this Agreement by giving the Chief Financial Officer at least thirty (30) days advance written notice, or as otherwise agreed by both parties.</p>	Agreement between the KCCD and Rick Wright who will provide the services of Associate Director of Facilities Planning.	E
807		XAP Corporation			eTranscript California System Institution		XAP Corporation	GU001	07/01/12	06/30/16	The term of this Agreement shall commence on July 1, 2012 and shall continue for a term of three (3) years. This Agreement shall automatically renew for successive one-year terms unless either party provides written notice to the other of intention to terminate at least thirty (30) days prior to any anniversary date of the Agreement.	<p>This Agreement shall automatically renew for successive one-year terms unless either party provides written notice to the other of intention to terminate at least thirty (30) days prior to any anniversary date of the Agreement.</p>	An eTranscript California System Institution agreement between the KCCD and XAP Corporation. The California Community College System has engaged XAP Corporation to operate and maintain the eTranscript California System. The eTranscript California System facilitates the exchange of transcripts maintained by California Community Colleges and other trading partners to be exchanged electronically. This agreement provides KCCD with the necessary tools and support to participate in the eTranscript California System.	E



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
1	N/A	04/14/11	Kim Behrens, Bill Henry	3665 / 2459	Evidence of liability insurance coverage, in the form a certificate acceptable to the State, shall be provided prior to the execution of this Agreement and the commencement of services. Commercial General Liability. Contractor shall maintain commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor's limits of liability. Professional Liability. Contractor shall maintain Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the CDMH prior to the commencement of services.	1/12/10	unknown	unknown	not included	BC, CC, PC		entered 5/5/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
2	\$577,000.00	08/08/08	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		See Amendment #1 below
3	\$1,240,500.00	08/08/08	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		See Amendment #2 below



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
4	\$221,325.00	08/08/08	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		updated 10/22/10
5	\$400,000.00	05/05/11	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		updated 5/25/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
6	\$130,000.00	07/14/11	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		entered 7/27/11
7	\$79,000.00	06/10/10	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		(See Amendment below)
8	\$75,608.00	08/12/10	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		updated 9/08/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
9	\$150,000.00	06/10/10	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		(See Amendment No One below)
10	\$228,070.00	08/12/10	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		updated 9/08/10
11	R=\$187,889; E=\$187,889*; *Includes in-direct cost of \$7,226	03/08/12	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		entered 3/15/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
12	\$164,136.00	04/03/08	Susan Careon	4282	unknown		unknown	unknown	not included	BC, CC, PC		See Amendment below
13	\$164,136.00	04/03/08	Susan Careon	4282	unknown		unknown	unknown	not included	BC, CC, PC	2/1/2010	
14	R=\$100,000; E=0	12/16/10	Robert Hawkes/John Means	5047/5036	unknown		unknown	unknown	not included	KCCD		entered 1/10/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
15	\$464,374.00	09/09/10	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		entered 9/21/10 (See Amendment No. 1 below)
16	\$350,374.00	07/14/11	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		updated 7/25/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
17	\$204,880.00	09/06/07	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		
18	\$1,000,000.00	07/10/08	Valerie Lombardi	(559)791-2322	N/A		N/A	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
19	\$278,832.00	04/08/10	Bob Hawkes / John Means	5047 / 5036	unknown		unknown	unknown	not included	KCCD		updated 5/5/11
20	R=\$50,500; E=\$48,558	11/10/11	Consuelo Gonzalez	4776	unknown		unknown	unknown	not included	BC		entered 12/06/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
21	\$391,953.00	12/16/10	David Teasdale/John Means	5011/5036	unknown		unknown	unknown	not included	KCCD		entered 1/4/11 (See Amendment below)
22	N/A	07/14/11	Nancy Johnson/John Means	5039/5036	unknown		unknown	unknown	not included	KCCD		updated 7/21/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
23	N/A	12/15/11	Nancy Johnson/John Means	5039/5036	unknown		unknown	unknown	not included	KCCD		updated 1/11/12
24	\$216,474.00	08/13/09	Ann Boyce	5013	unknown		unknown	unknown	not included	KCCD	12/8/2009	Response: See Amendment below
25	\$205,000.00	09/10/09	Ann Boyce	5013	unknown		unknown	unknown	not included	KCCD		See Amendments Nos One & Two below.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
26	\$107,361.00	08/12/10	Bonita Steel / John Means	5046 / 5036	unknown		unknown	unknown	not included	KCCD		updated 9/09/10
27	\$205,000.00	09/08/11	Terri Hicks / John Means	5012 / 5036	unknown		unknown	unknown	not included	BC		updated 9/29/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
28	\$205,000.00	07/12/12	Terri Hicks / John Means	5012 / 5036	unknown		unknown	unknown	not included	BC		updated 7/25/12
29	\$1,045,390.00	10/02/08	Ed Knudson	4305	unknown		unknown	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
30	\$35,000.00	04/08/10	Jessica Chapman / John Means	5012 / 5036	unknown		unknown	unknown	not included	KCCD		entered 4/13/10; See Amendment No. One below.
31	\$35,000.00	09/09/10	Jessica Chapman / John Means	5012 / 5036	unknown		unknown	unknown	not included	KCCD		updated 9/17/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
32	\$90,000.00	03/10/11	Terri Hicks / John Means	5012 / 5036	unknown		unknown	unknown	not included	KCCD		entered 6/21/11 (See Amendmend No. One below)
33	\$150,000.00	06/09/11	Terri Hicks / John Means	5012 / 5036	unknown		unknown	unknown	not included	KCCD		updated 7/1/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
34	R=\$150,000; E=\$144,231; Net \$5,769	07/12/12	Terri Hicks / John Means	5012 / 5036	unknown		unknown	unknown	not included	KCCD		updated 7/25/12
35	\$139,400.00	11/05/09	John Means	5036	unknown		unknown	unknown	not included	KCCD	12/15/2009	OK - see renewal below
36	\$139,400.00	08/13/09	John Means	5036	unknown		unknown	unknown	not included	KCCD	3/20/2010	See Amendment No. one below

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
37	\$101,670.00	08/12/10	John Means	5036	unknown		unknown	unknown	not included	KCCD		updated 9/09/10
38	\$979,924.00	11/01/07	Primavera Arvizu	4863	unknown		unknown	unknown	not included	BC, CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
39	R=\$130,215.00; E=\$135,735.00	11/10/11	Mary Halberg	4737	unknown	unknown	unknown	unknown	Yes	BC		updated 12/05/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
40	\$229,030.00	05/07/09	Diane Thompson / Antonia Ecung	2271 / 2276	Contractor shall have and maintain throughout the entire term of this agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this Agreement. This insurance shall be for general liability and or professional liability and/or any other form as may be proper in the industry in which the contractor is performing under this agreement. Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this agreement. If insurance coverage expires at any time during the term of this agreement, Contractor agrees to provide, at least thirty (30) days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the department of General Services, and Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event. If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$3,000,000 in the aggregate. Contractor shall furnish to the State Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for Contractor.	unknown		unknown	not included	PC		entered 6/24/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
41	\$150,000.00	05/05/05	Maria Roman; Steve Schultz	2364, 2218	LESSEE shall keep the facility insured, at all times, at its own expense, against all insurable risks of loss or damage, including but not limited to fire, lightning, with extended coverage, and vandalism and malicious mischief, for not less than the full replacement value of the facility. Such insurance shall include comprehensive hazard insurance, including flood insurance if located in a flood area. LESSEE shall also carry public liability insurance of not less than five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, or equivalent self-funded insurance. The State of California, CDE, its officers, employees, agents, assigns and successors shall be named as an additional insured on all insurance policies. Failure to maintain the necessary insurance coverage may result in a material breach of this agreement and may constitute cause for termination of this Agreement.	unknown		unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
42	\$64,000 Total for two years	07/09/09	Sue Vaughn	4049	Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at a Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement. Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event that Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State. Insurance as required herein shall be a condition of the state's obligation to pay for services provided under this agreement. Prior to approval of this agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier.		Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
43	\$176,265.18	05/05/11	Kim Behrens / Bill Henry	/ 2459	Contractor shall have and maintain throughout the entire term of this agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this Agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this Agreement. Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide, at least thirty (30) days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to such approval. That Sate may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. If the contract requires work of a professional nature, then Contractor agrees to maintain such types and amounts of professional liability or responsibility insurance as are customary in the industry for the work being performed under the terms of the Agreement. In no case shall the amount of the insurance be less than \$1,000,000 for any one occurrence and \$3,000,000 in the aggregate. Contractor shall furnish to the State Certificates of Insurance stating that each type and amount of insurance, as set forth above, is presently in effect for Contractor. The Certificate of Insurance must provide that the State of California, its officers,	unknown		unknown	not included	PC		updated 5/20/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
44	\$463,496.00	09/09/10	John Means	5036	unknown	unknown	unknown	unknown	Yes	KCCD		(See Modification No. One below)

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
45	\$463,496.00	09/09/10	John Means	5036	unknown	unknown	unknown	unknown	Yes	KCCD		updated 9/20/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
46	\$105,761.00	02/05/10	John Means	5036	Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes. (a) Subgrantee will obtain a fidelity bond in an amount of not less than _____ prior to the Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained. (b) Subgrantee will provide <u>general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.</u> (c) Subgrantee will provide <u>broad form automobile liability coverage</u> with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement. Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage. (d) Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 350, et seq. of the California Labor Code) for Worker's Compensation. (e) The Subgrantor will be named as "Certificated Holder" of policies secured in compliance with paragraphs a-d above		(1) The following provisions applies only if the Subgrantee is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party. (2) The following provision applies only if the Subgrantee is a non-governmental entity: The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement. Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrants agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2)	(1) Subgrantee represents and warrants that: (a) It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement. (b) Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee. (c) Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander	Yes	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
47	\$302,910.00	05/06/10	John Means	5036	Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes. (a) Subgrantee will obtain a fidelity bond in an amount of not less than _____ prior to the Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained. (b) Subgrantee will provide <u>general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.</u> (c) Subgrantee will provide <u>broad form automobile liability coverage</u> with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement. Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage. (d) Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 350, et seq. of the California Labor Code) for Worker's Compensation. (e) The Subgrantor will be named as "Certificated Holder" of policies secured in compliance with paragraphs a-d above		(1) The following provisions applies only if the Subgrantee is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party. (2) The following provision applies only if the Subgrantee is a non-governmental entity: The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement. Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrants agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2)	(1) Subgrantee represents and warrants that: (a) It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement. (b) Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee. (c) Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander	Yes	KCCD		entered 5/11/10 (See Modification #2 below)



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
48	\$302,910.00	09/09/10	John Means	5036	Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes. (a) Subgrantee will obtain a fidelity bond in an amount of not less than _____ prior to the Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained. (b) Subgrantee will provide <u>general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.</u> (c) Subgrantee will provide <u>broad form automobile liability coverage</u> with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement. Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage. (d) Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 350, et seq. of the California Labor Code) for Worker's Compensation. (e) The Subgrantor will be named as "Certificated Holder" of policies secured in compliance with paragraphs a-d above		(1) The following provisions applies only if the Subgrantee is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party. (2) The following provision applies only if the Subgrantee is a non-governmental entity: The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement. Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrants agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2)	(1) Subgrantee represents and warrants that: (a) It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement. (b) Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign county. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee. (c) Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander	Yes	KCCD		updated 9/20/10
49	\$220,572.00	unknown	David Palinsky	5170	unknown		unknown	unknown	not included	BC, CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
50	N/A	09/09/10	Tom Burke	5124	unknown		unknown		not included	KCCD		updated 9/17/10
51	R=\$176,628 per yr - Total \$529,844; E=\$282,945	09/10/09	Sharon Adams, Mildred Lovato	4316, 4204	unknown		unknown		not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
52	\$0.00	11/10/11	Joyce Ester / Nan Gomez-Heitzeberg	4204 / 4406	Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation. The certificate of insurance must include: (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract. Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM. (B) Workers' Compensation Insurance (1) Contractor shall have a maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California. (2) Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement. (C) Automobile Liability Insurance (Transporting Consumers) (1) For public schools and for-profit organizations: Automobile Liability insurance must	unknown		unknown	not included	BC		updated 11/30/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
53	\$41,785.00	03/03/10	Sharon Adams, Nan Gomez-Heitzeberg	4316, 4201	(A) Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e., transporting of persons by any mode of transportation. The certificate of insurance must include: (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract. Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM. (B) Workers' Compensation Insurance - (1) Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California. (2) Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Agency to the State as evidence of compliance with the workers' compensation insurance requirement. (C) Automobile Liability Insurance (Transporting Consumers) (1) For public schools and for profit	unknown		unknown	Yes	BC		See Amendment #1 below

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
54	\$41,785.00	07/08/10	Sharon Adams	4316	(A) Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e., transporting of persons by any mode of transportation. The certificate of insurance must include: (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract. Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM. (B) Workers' Compensation Insurance - (1) Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California. (2) Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Agency to the State as evidence of compliance with the workers' compensation insurance requirement. (C) Automobile Liability Insurance (Transporting Consumers) (1) For public schools and for profit	unknown		unknown	Yes	BC		updated 7/26/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
55	\$41,976.00	08/08/08	David Palinsky	5170	unknown				not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
56	N/A	09/06/07	Eddie Alvarado	5137	Contractor shall maintain all <u>commercial general liability insurance, worker's compensation insurance and any other insurance that State deems appropriate under the Contract</u> . Contractor reserves the right to be self-insured with respect to some or all of the above coverage. All insurance shall be procured with reputable insurance companies, which are admitted sureties in the State of California. Each Contract year, Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce or otherwise materially alter the insurance afforded under the policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) calendar days in advance to the State. Upon request by the State, Contractor may be required to have the State shown as an "additional insured" on selected policies. The obligation of Contractor to provide the insurance specified herein shall not limit in any way any obligation or liability of Contractor provided elsewhere in this Contract. The rights of the State to insurance coverage under policies issued to or for its benefit are independent of this Contract and shall not be limited by this Contract.		Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all third party claims, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract.	Unless otherwise specified in the Contract the warranties in this subsection (a) begin upon acceptance of the Deliverable or Service in question and continue through the Term. Contractor warrants to the State that (i) Deliverables and Services furnished hereunder will conform in all material respects to the requirements of this Contract, and (ii) the Deliverables and Services furnished will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of work directly or by reference, Contractor will warrant that its Deliverables and Services furnished will conform in all material respects to the mutually agree design specifications. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. (b) Contractor warrants that the Deliverables and Services furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
57	N/A	12/07/06			(a) <u>Workers' Compensation Insurance Requirement</u> ; (b) <u>Liability Insurance</u> (i) Commercial General Liability Insurance including, but not limited to, Contractual Liability insurance . Said insurance coverage shall have minimum limits for <u>Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) aggregate</u> (ii) <u>Automobile Liability Insurance</u> against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with the County with combined minimum limits for <u>Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence.</u>		Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Vendor or Vendor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or person; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Vendor by any person or entity.	unknown	not included	PC		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
58	\$413,833.00	07/08/10	David Shahan / John Means	5039 / 5036	Agency, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damages as a result of Agency's actions in connection with the performance of Agency's obligations, as required in this agreement, shall secure and maintain insurance as described below. Agency shall pay any deductibles and self-insured retentions under all required insurance policies. (a) Workers' Compensation and Employers' Liability Insurance Requirement: (1) Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code. (a) In signing this agreement, Agency makes the following certification, required by section 1861 of the California Labor Code: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement." (2) Agency shall require any sub-contractor to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Agency. If any class of employees engaged in work or services performed under this agreement not covered by California Labor Code section 3700, Agency shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. (3) Agency shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease. (b) Liability Insurance Requirements: (1)		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of Agency by any person or entity.	unknown	not included	KCCD		entered 7/28/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
59	\$64,500.00	07/08/10	David Shahan / John Means	5039 / 5036	Agency, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damages as a result of Agency's actions in connection with the performance of Agency's obligations, as required in this agreement, shall secure and maintain insurance as described below. Agency shall pay any deductibles and self-insured retentions under all required insurance policies. (a) Workers' Compensation and Employers' Liability Insurance Requirement: (1) Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code. (a) In signing this agreement, Agency makes the following certification, required by section 1861 of the California Labor Code: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement." (2) Agency shall require any sub-contractor to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Agency. If any class of employees engaged in work or services performed under this agreement not covered by California Labor Code section 3700, Agency shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. (3) Agency shall also maintain employers' liability insurance with limits equal to the policy limits, which shall be no less than one million dollars (\$1,000,000) for bodily		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of Agency by any person or entity.	unknown	not included	KCCD		entered 7/28/10
60	N/A	06/12/09	Jill Board	6249	unknown		unknown	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
61	\$124,500.00	04/14/11	Bonita Steele / John Means	5046 / 5036	ETR/County is a department of Kern County (County). County, including all its departments, is self-insured for Professional Liability, General Liability, Automobile Liability and Workers' Compensation. County carries excess insurance for the above insurance providing coverage above the self-insured retention (deductible) that varies based on the type of insurance. Medical malpractice (Professional Liability) insurance policy coverage starts at \$2,500,000, Workers' Compensation at \$1,250,000 and General Liability (Automobile) at \$2,500,000 for FY 2010-2011. All exposures, included contractual liability, arising out of County operations are covered by the County's self-insurance program undertaken pursuant to California Government Code section 990. Under this self-insurance program, County will bear all risk of bodily injury, and property damage losses that are the responsibility of the County under current law and contracts. This program is currently in effect and will remain in effect as renewed each year by the County.		ETR/County agrees to indemnify, defend and hold harmless KCCD and KCCD's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense, which arise out of the grossly negligent or willful misconduct of ETR/County, its officers, agents and/or employees in the performance of the services required under this agreement.	(a) KCCD shall obey the provisions of the Recovery Act, WIA, and Energy Commission, and the regulations and guidelines enacted pursuant to the Recovery Act, WIA, and Energy Commission, and the terms of the Recovery Act, WIA, and Energy Commission grant agreements from the Federal and State government to KCCD. (b) KCCD shall make available to ETR/County either copies of or electronic access to the Recovery Act and WIA, and the regulations issued to implement the Recovery Act and WIA. Changes and/or amendments affecting the Recovery Act and WIA or their regulations will be issued to ETR/County as soon as possible after they are made available to KCCD. (c) KCCD shall make available to ETR/County either copies of electronic access to requirements imposed by the U.S. Department of Energy through the Energy Commission for the Clean Energy Workforce Training Program. (d) KCCD shall accept persons into its program who have been referred by ETR/County Department Client Services Division or its authorized agent(s) unless such persons are not eligible or suitable for KCCD's program(s) pursuant to the Recovery Act, WIA, Energy Commission, and this agreement.		KCCD		entered 5/10/11

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62	N/A	08/11/11	Mary Halberg / Lynn Hall	4737	BC/KCCD, in order to protect County and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of BC/KCCD's actions in connection with the performance of BC/KCCD's obligations, as required in this Agreement, shall secure and maintain insurance as described below. BC/KCCD shall not perform any work under this Agreement until BC/KCCD has obtained all insurance required under this section and the required certificates of insurance and completed endorsements have been filed with and approved by County. BC/KCCD shall pay any deductibles and self-insured retentions under all required insurance policies. (A) Workers' Compensation and Employers' Liability Insurance Requirements. BC/KCCD shall submit written proof that BC/KCCD is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. In signing this Agreement, BC/KCCD makes the following certification, required by Section 18861 of the Labor Code: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement." BC/KCCD shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by BC/KCCD. If any class of employees engaged in work or services performed under this agreement is not covered by Labor Code Section 3700, BC/KCCD shall provide and/or require each subcontractors to provide adequate insurance for the coverage of employees not		BC/KCCD agrees to indemnify, defend and hold harmless County and County's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of BC/KCCD or BC/KCCD's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or person; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BC/KCCD by any person or entity.	unknown	not included	BC		updated 9/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
63	N/A	07/14/11	Lynn Knaggs / Stephen Eaton	4656 /	College, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of College's actions in connection with the performance of College's obligations, as required in this Agreement, shall secure and maintain insurance as described below. College shall not perform any work under this Agreement until College has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company show on the certificate. Upon request, College shall supply proof that such person is a n authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The College shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bears a notation evidencing payment of the premium thereof if so requested. College shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by College or County as an additional insured. (A) Workers' Compensation and		Both parties to this Agreement agree to indemnify, defend and hold harmless the other party and their officers, agents and employees from any and all claims, demands, judgments, damages, costs, liabilities or losses arising from, or in any way relating to, their respective acts or omissions, and the acts or omissions of their officers, agents and employees, under this Agreement.	unknown	not included	BC		entered 8/2/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
64	N/A	11/05/09	Valerie Karnes	6261	<p>Workers' Compensation and Employers' Liability Insurance Requirements - College shall submit written proof that College is insured against liability for WC in accordance with the provisions of Section 3700 of the Code. College shall require any subcontractors to provide WC for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by College. If any class of employees engaged in work or services performed under this agreement is not covered by Labor Code Section 3700, College shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered. College shall also maintain employers' liability insurance with limits equal to the policy limits but not less than one million dollars (\$1,000,000) for bodily injury or disease.</p> <p>(B) <u>Liability Insurance Requirements</u>- (a) <u>Commercial General Liability Insurance</u>, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death) and Property Damage for liability arising out of Contractor's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability equal to the policy limits but not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. (b) <u>Automobile Liability Insurance</u> against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this agreement with minimum limits for Bodily Injury and Property Damage liability equal to the policy limits but not less than one million dollars</p>		Both parties to this Agreement agree to indemnify, defend and hold harmless the other party and their officers, agents and employees from any and all claims, demands, judgments, damages, costs, liabilities or losses arising from, or in any way relating to, their respective acts or omissions, and the acts or omissions of their officers, agents and employees, under this Agreement.	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
65	R = \$100,000; E=4 1/2%	06/11/09	Ann Beheler/Donna Berry	2307, 2374	unknown		LEA agrees to indemnify, defend and hold harmless LEC and LEC's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, reduced or disallowed claims, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Schools Legal Service and counsel retained by Schools Legal Service, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act of omission of LEA or LEA's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or person; damage to any property, regardless of where located, including the property of LEC; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of LEA by any person or entity.	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
66		09/15/05			(1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) <u>professional liability insurance (errors and omissions)</u> with a limit of liability of not less than \$1,000,000 per occurrence, and (4) <u>workers' compensation insurance</u> as required under state law.		Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited personal injury, death at any time and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.	unknown	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
67	\$25,000.00	09/04/08	Jill Board	6249	<p>Each party, in order to protect the other party and its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of its actions in connection with the performance of its obligations, as required by this Agreement, shall secure and maintain insurance as described below. Each party shall be responsible for any deductibles under all required insurance policies. (a) <u>WC</u> - each party shall submit written proof that the party is insured against liability for Workers' code. (b) <u>Liability Insurance Requirements</u>: (1) <u>Commercial General Liability insurance</u>. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of One Million Dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. (2) <u>Automobile Liability insurance</u> with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all owned, hired and non-owned vehicles and shall be provided by a business or commercial vehicle policy.</p>		<p>Each party agrees to defend, indemnify and hold harmless the other party, its employees, officers, agents and representatives respecting any and all claims, suits, damages and penalties which arise out of the act or omission of the indemnifying party in connection with this Agreement, whether due to the active negligence, passive negligence, willful or intentional conduct, violation of law or other acts or omission of the indemnifying party.</p>	unknown	not included	CC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
68	\$16,270.00	02/07/08	Tom Burke	5124	unknown		The owner shall defend, indemnify, and hold harmless the County and its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul the Project or any prior or subsequent related development approvals or Project condition imposed by the County or any of its agencies, departments, commissions, agents, officers, or employees concerning the said Project, or to impose personal liability against such agents, officers, or employees resulting from their involvement in the Project, which claim, action, or proceeding is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from County. To the extent that County uses any of its resources responding to such claim, action, or proceeding, Owner will reimburse County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at their regular rate for external or non-County agencies, or any other direct or indirect cost associated with responding to the claim, action, or proceedings.	unknown	not included	KCCD		

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69	N/A	07/13/06	Cindy Collier	4282	(1) <u>Commercial general liability insurance</u> - \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> - \$1,000,000 per occurrence; (3) <u>WC</u> as required under state law; professional liability insurance (errors and omissions) - of not less than \$1,000,000 per occurrence.		(A) Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. (B) In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying part shall defend the action or proceeding at the indemnifying party's request through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. (C) The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.	unknown	not included	BC		

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70	Unknown at this time	08/13/09	Mildred Lovato	4204	Both parties shall maintain adequate <u>workers' compensation</u> insurance, <u>state disability</u> insurance, sufficient comprehensive <u>general liability</u> insurance and other such insurance as may be appropriate. Each party agrees to hold the other party harmless from any damage or injuries which may occur to persons or property as a result of the indemnifying party's activities pursuant to this agreement and shall provide a self-insurance letter and policy endorsement naming the other party as additional insured. County shall maintain in full force during the term of this agreement, at County's expense, a policy of general liability insurance in the minimum amount of one million dollars per occurrence to cover any negligent acts or omissions by the County or his/her agents, employees or representatives.		Pursuant of Government Code section 895.4, the parties to this agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, which arise by virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this agreement and any amendments hereto.	unknown	not included	BC		(See Amendment No. 2 below)
71	Unknown at this time	09/08/11	Cheryl Moncier / Cindy Collier	4221 / 4282	unknown		unknown	unknown	not included	BC		updated 9/27/11

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72	\$106,000.00	08/02/07	Eddie Alvarado	5137	The parties hereto agree that they will at all times maintain in full force and effect policies of insurance insuring each other against <u>liability with respect to persons and property of not less than one million dollars (\$1,000,000.00) as to each person and one million dollars (\$1,000,000.00) as to each occurrence and not less than one million dollars (\$1,000,000.00) for property damage for each accident.</u> Parties shall properly furnish to the other a certificate as to or a copy of each other's such policy of insurance.		KCCD shall indemnify, defend (upon request of KCSOS), and hold KCSOS harmless from any damage or liability caused by the acts or omission of KCCD, its agents, officers or employees in connection with KCCD's activities pursuant to this Agreement and from any damage or liability caused by the failure or malfunction of equipment maintained by KCCD. In no event will KCSOS be liable for any indirect, special, incidental or consequential damages including, but not limited to, loss of profits, income, revenue, business or educational opportunities of KCCD. KCSOS shall indemnify, defend (upon request of KCCD), and hold KCCD harmless from any damage or liability caused by the acts or omission of KCSOS, its agents, officers or employees in connection with KCSOS's activities pursuant to this Agreement and from any damage or liability caused by the failure or malfunction of equipment maintained by KCSOS. In no event will KCCD be liable for any indirect, special, incidental or consequential damages including, but not limited to, loss of profits, income, revenue, business or educational opportunities of KCSOS.	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
73	\$334,207.00	07/09/09	John Means/Doris Givens	5036 / 5108	<p><u>WC</u> -- shall submit written proof that agency is insured. <u>Commercial Liability Insurance</u> including, but not limited to, Contractual Liability Insurance, Products-Completed Operations hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Agency's performance of work under this agreement. Limits for Bodily Injury and Property Damage liability of <u>one million dollars (\$1,000,000)</u> each occurrence and two million dollars <u>(\$2,000,000) aggregate</u>. <u>Automobile Liability Insurance</u> against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this agreement with minimum limits for <u>bodily injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence</u>. A <u>fidelity bond - not less than \$100,000</u> or an amount equal to the amount specified in paragraph 2.b. of this agreement if said amount is less than \$100,000.</p>		<p>Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of Agency by any person or entity.</p>	unknown	not included	BC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
74	\$136,579.00	02/09/12	Nancy Johnson/John Means	5039/5036	Agency, or order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Agency's actions in connection with the performance of Agency's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Agency shall not perform any work under this Agreement until Agency has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County' authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Agency shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the converge, limits and termination provisions shown thereon. The Agency shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Agency shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Agency or County as an additional insured. (a) Workers' Compensation and		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Agency by any person or entity.	unknown		KCCD		
75	\$2,768,572.00	04/08/10	John Means	5036	unknown		unknown	unknown	Yes	KCCD		

entered 4/13/10  
(See  
Modification  
No. Two below)

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76	\$2,768,572.00	04/08/10	John Means	5036	unknown		unknown	unknown	Yes	KCCD		Updated 3/14/11
77	\$414,500.00	04/14/11	Bonita Steele / John Means	5046 / 5036	Employer's Training Resource (ETR/County) is a department of Kern County (County). County, including all its departments, is self-insured for Professional Liability, General Liability, Automobile Liability and Workers' Compensation. County carries excess insurance for the above insurances proving coverage above the self-insured retention (deductible) that varies based on the type of insurance. Medical malpractice (Professional Liability) insurance policy coverage starts at \$2,500,000, Workers' Compensation at \$1,250,000 and General Liability (Automobile) at \$2,500,000 for FY 2010-2011. All exposures, included contractual liability, arising out of County operations are covered by the County's self-insurance program undertaken pursuant to California Government Code section 990. Under this self-insurance program, County will bear all risk of bodily injury, and property damage losses that are the responsibility of the County under current law and contracts. This program is currently in effect and will remain in effect as renewed each year by the County.		ETR/County agrees to indemnify, defend and hold harmless KCCD and KCCD's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense, which arise out of the grossly negligent or willful misconduct of ETR/County, its officers, agents and/or employees in the performance of the services required under this agreement.	(a) ETR/County shall obey the provisions of the Recovery Act, and the U.S. Department of Labor, and the regulations and guidelines enacted pursuant to the Recovery Act, and U.S. Department of Labor and the terms of the Recovery Act, U.S. Department of Labor grant agreements from the Federal and State government to KCCD. (b) KCCD shall make available to ETR/County either copies of or electronic access to the Recovery Act and U.S. Department of Labor and the regulations issued to implement the Recovery Act and U.S. Department of Labor. Changes and/or amendments affecting the Recovery Act or their regulations will be issued to ETR/County as soon as possible after they are made available to KCCD. (c) KCCD shall make available to ETR/County either copies of or electronic access to requirements imposed by the U.S. Department of Labor. (d) KCCD shall accept persons into its program who have been referred by ETR/County's Department Client Services Division or its authorized agent(s) unless such persons are not eligible or suitable for KCCD's program(s) pursuant to the Recovery Act, U.S. Department of Labor and this agreement.	Yes	KCCD		entered 4/20/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
78	N/A	06/09/11	Tom Burke	5124	TCWIB, in order to protect KCCD and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of TCWIB's actions in connection with the performance of TCWIB's obligations, as required in this agreement, shall secure and maintain insurance as described below. TCWIB shall not perform any work under this agreement until TCWIB has obtained all insurance and completed endorsements under this section and their required certificates of insurance and completed endorsements have been filed with and approved by KCCD. TCWIB shall pay any deductibles and self-insured retentions under all required insurance policies. (a) Workers' Compensation and Employers' Liability Insurance Requirement: (1) TCWIB shall submit written proof that TCWIB makes the following certification, required by section 1861 of the California Labor Code: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement." (2) TCWIB shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by TCWIB. If any class of employees engaged in work or services performed under this agreement not covered by California Labor Code section 3700, TCWIB shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. (3) TCWIB shall also maintain employers' liability insurance with limits		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/19/11
79	\$942,756.00	08/04/05	Yolanda Vasquez	(760)384-6219	unknown		unknown	unknown	not included	CC	2/1/2010	Response: Agreement is in process of being renewed.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
80	\$250,000.00	07/08/10	Bonita Steel / John Means	5046 / 5036	unknown		unknown	unknown	not included	KCCD		entered 7/27/10 (see extension below)
81	N/A	06/09/11	John Means	5036	unknown		unknown	unknown	not included	KCCD		updated 6/21/11
82	\$180,000.00	11/04/10	John Means	5036	unknown		unknown	unknown	not included	BC		entered 11/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
83	\$1,199,999 Income for Year One only	11/10/11	Rageshwar Kaur Goldberg / Dan O'Connor	4298 / 4231	unknown		unknown	unknown	not included	BC		entered 12/02/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
84	\$1,502.00	12/11/08	Gale Lebsock (cc: Deems Morrione)	6228	unknown	unknown	unknown	unknown	not included	CC		updated 9/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
85	\$19.78 per hr/guard; \$15.50 per patrol stop; for a total estimated cost NTE \$1,500.	12/17/09	John Word	2254	It is understood that the Company is not an insurer, that insurance if any, shall be obtained by the Subscriber and that the amounts payable to the Company hereunder, are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The Subscriber does not desire this contract to provide for full liability of the Company and agrees that the Company shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which the service is designated to detect or avert; that if the Company should be found liable for loss or damage due to failure of service in any respect, the liability shall be limited to a sum equal to ten percent of the annual service charge or \$50.00, whichever is the greater, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of the Company, its agents or employees.	unknown		unknown	not included	PC		entered 7/03/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
86	\$2,000.00	07/10/07					(a) ACT shall indemnify and hold Licensee harmless from any amounts awarded in a settlement or by a final court decision (and reasonable attorneys' fees and costs in connection therewith) arising from any claim of infringement of a validly issued United States patent, copyright, or trademark or any claim of misappropriation of a trade secret in the United States asserted against Licensee by a third party based upon Licensee's authorized use of the Express Score System Materials or the WorkKeys System Materials, provided that ACT shall have received from Licensee: (1) prompt notice of such claim (but in any event notice in sufficient time for ACT to respond without prejudice), (2) the exclusive right to control and direct the investigation, defense and/or settlement of such claim, and (3) all reasonable, necessary cooperation and assistance of Licensee. (b) If Licensee's use of the Express Score System Materials or the WorkKeys System Materials, is, or in ACT's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified above, or if required by settlement, ACT may, in its sole discretion: (1) substitute for the Express Score System Materials and/or for the workKeys System Materials substantially functionally similar programs and documentation, (2) procure for Licensee the right to continue using the Express Score System Materials and/or the WorkKeys System Materials, or (3) terminate the	(a) ACT warrants that Express Score Software and the WorkKeys software will conform to published specifications and be in good working order when delivered. The forgoing warranty is in lieu of all other warranties, express or implied (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose). Licensee assumes the entire liability for the selection and use of the WorkKeys system materials and at the express score system materials, and ACT shall have no liability for any errors or malfunctions resulting from or related to licensee's use of the WorkKeys system materials or the Express Score System materials. (b) ACT disclaims and shall have no responsibility for (1) the operation of other products that may interfere with Express Score or the WorkKeys software, (2) Technical difficulties that may arise due to simultaneous operation of other software in the designated computer(s), (3) any loss of data that may occur during licensee's use of Express Score or WorkKeys software, (4) any use of Express Score and the WorkKeys software on equipment that does not comply with ACT's Computer configuration requirements set forth in exhibit D, and (5) delays or other events	not included	BC, CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
87	\$50,000 paid by Matriculation	08/12/10	Sue Vaughn	4049	unknown	unknown		ACT warrants that the Assessments have been developed in accordance with and the services will be performed in a manner consistent with industry standards. ACT does not warrant that the software will be error-free, uninterrupted or virus-free and ACT will not be responsible for any costs or damages associated therewith. Except as set forth in the section, ACT expressly disclaims any and all representations, warranties and conditions of any kind or nature, express or implied, including without limitation those arising by statute or otherwise in law, from a course of dealing or use of trade, and warranties of merchantability or fitness for a particular purpose. Customers shall have the sole responsibility for assuring that its use of the software, assessments and services complies with federal, state and local laws and regulations.	not included	BC		entered 7/25/10
88	\$1,938.98 per yr; \$9,694.90 T _ tax	02/05/09	Tom Burke	5124	If not withstanding the provisions of this section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the services, system or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if ay, greater liability by attaching a rider to this agreement stating the extent of ADT's additional liability and the additional charges customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a rider.		Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.	If the transaction type is a "Direct Sale", any part of the system, including the wiring, installed under this agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired ore replaced at ADT's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. (See contract for more information)	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
89	\$15,000.00	11/10/11	Bonita Steele / John Means	5046 / 5036	unknown		Each party agrees to indemnify and hold harmless the other party, its officers, directors, and employees, against any loss or damage caused by the indemnifying party's negligent or willful acts or omissions in the performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.	unknown	not included	KCCD		entered 12/01/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
90	\$15,600.00	06/14/12	Eddie Alvarado	5137	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate notless than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for hired and non-owned autos with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance certificates upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's grossly negligent performance of this Agreement or breach of its items.	unknown	not included	KCCD		entered 7/20/12
91	\$1,585.20	12/16/10	Amber Chiang	4258	unknown	unknown	unknown	unknown	not included	BC/KCCD		updated 1/11/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
92	\$18,000.00	05/08/08	Tom Burke	5124	unknown		Agency represents that it has received funds from Advertiser sufficient to pay for all advertisements covered by this contract and that it is authorized to publish the entire contents and subject matter of the advertisements covered by this contract. In consideration of the publisher's acceptance of such advertisements for publication, Agency shall also be directly responsible to The Bakersfield Californian for payment of all advertising under this contract and Agency shall indemnify publisher against loss or expense resulting from claims, actions or proceedings based on the contents or subject matter of such advertisements, without limitation on such indemnity.	unknown	not included	BC		
93	\$9,600.00	unknown	Amber Chiang	4258	unknown		unknown	unknown	not included	BC		updated 6/26/10
94	\$699.00	09/08/11	Amber Chiang	4256	unknown		unknown	unknown	not included	BC		updated 9/27/11

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95	\$399.00	02/10/11	Eddie Alvarado	5137	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3), professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary or breach of its terms.	unknown	not included	BC	8/24/2011	entered 1/17/12
96	\$1,887.00	07/12/12	William Lloyd	2209	unknown	unknown	unknown	unknown	not included	PC		entered 7/25/12

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97	\$350.00	08/13/09	Amber Chiang	4256	unknown		unknown	unknown	not included	BC	4/22/2010	Response: Occurs annually for the Wasco Festival of Roses. Likely to renew.
98	\$350.00 per student @ 15 students = \$5,250.00	04/02/09	Larry Board / Gale Lebsock	6273	(1) <u>commercial gen liab ins</u> (including contractual, products and completed operations coverages, bodily injury and property damage liab ins) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>comm auto liab ins</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) <u>professional liab ins</u> (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) <u>WC</u> ins as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		The Consultant will indemnify the Client for all acts arising out of the Consultants negligent acts, errors, or omissions in the performance of the work pursuant to the contract between the Client and the Consultant. The Consultant will defend, indemnify, and save harmless the Client, its employees, officers, and agents from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from the contract between the Client and the Consultant except for claims, demands, damages, costs, expenses, or judgments resulting solely from the negligence or willful misconduct of the Client. The client will indemnify and hold harmless the Consultant and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of or resulting from any claim, damage, loss, or expense caused by the negligent act, or willful misconduct of the Client.	unknown	not included	KCCD, CC	12/8/2009	

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99	\$14,600.00 annual; \$43,800.00 total	07/08/10	Jim Coggins / Kellie Van Westen	5051 / 5104	unknown		unknown	unknown	not included	Weill Inst.		updated 7/27/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
100	N/A	09/08/11	Cindy Collier	4282	<p>Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.</p> <p>College's errors and omissions and workers'</p>		<p>Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall</p>	unknown				entered 9/28/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
101	N/A	04/12/12	Cindy Collier / Nan Gomez-Heitzeberg / LaMont Schiers	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officer, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	BC,CC,PC		entered 5/2/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
102	N/A	03/08/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each part shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by a court of competent jurisdiction to be caused by the sole active negligence or by the willful	unknown	not included	BC,CC,PC		entered 3/26/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
103	N/A	07/08/10	Cindy Collier	4282	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California or participate in a program of self-insurance or - retention: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers' compensation insurance as required under state law. Each party's policy shall provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, elected officials, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	BC, CC, PC	1/10/2012	entered 7/27/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
104	N/A	02/09/12	Suzanne Galindo/ Frank Ronich	5040 / 5048	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party agrees to provide written notice to the other party within 30 days of cancellation or material change, or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance listing the insurance coverage(s) noticed above, and required under this section. Upon receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately provide the other party with a certificate of insurance listing the required new or renewal insurance. Nothing in this section concerning minimum insurance coverage(s) requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement.	unknown	not included	BC,CC,PC		entered 2/21/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
105	N/A	03/08/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC,CC,PC,De lano		entered 3/22/12
106	N/A	unknown	Valerie Tracey/Cindy Collier	unknown				unknown	not included	BC,CC,PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
107	N/A	04/12/12	Cindy Collier	unknown		unknown		unknown	not included	BC,CC,PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
108	N/A	04/12/12	Cheryl Gates / Valerie Karnes / Gale Lebsock	6292 / 6258 / 6230	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officer, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	BC,CC,PC		entered 5/2/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
109	N/A	04/12/12	Cindy Collier		Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officer, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	(2) The parties hereby amend the first sentence of Section 3.14 of the Agreement to read as follows: "Entity represents and warrants that neither Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program')." (3) The parties hereby amend Section 3.15 of the Agreement to read as follows: "Entity represents and warrants that it has checked the OIG List of Excluded Providers (the 'List') and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the 'List') prior to the first day of any Student participating in field experience at the Hospital, and annually (if Student's rotation is continuing) thereafter, and shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that neither Entity, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care	not included	BC,CC,PC		entered 7/02/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
110	N/A	04/12/12	Cheryl Gates / Valerie Karnes / Gale Lebsock	6292 / 6258 / 6230	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officer, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	BC,CC,PC		entered 5/2/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
111	N/A	04/12/12	Cheryl Gates / Valerie Karnes / Gale Lebsock	6292 / 6258 / 6230	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or	unknown	not included	BC,CC,PC		entered 5/2/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
112	N/A	04/12/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC,CC,PC		entered 4/30/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
113	N/A	03/08/12	Cindy Collier	4282	Each party shall obtain, pay for, and maintain effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC, CC, PC	entered 3/22/12	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
114	N/A	06/14/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC,CC,PC		entered 7/02/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
115	N/A	06/14/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC,CC,PC		entered 7/02/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
116	N/A	04/12/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other	unknown	not included	BC,CC,PC		entered 04/30/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
117	N/A	11/10/11	Kim Behrens		Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officer, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown		BC,CC,PC		entered 11/21/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
118	N/A	04/12/12	Cindy Collier	4282	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence;(C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively	unknown	not included	BC,CC,PC		entered 4/30/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
119	N/A	06/14/12	Cindy Collier	4282	Maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws.		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death any time, and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Represent and warrant that neither School, nor any of its Students, individuals, employees, or agents of Entity performing services have been excluded or limited from participating in Medicare, Medi-Cal, and/or any other federally financed health care program (the 'Health Care Program').	not included	BC,CC,PC		entered 07/02/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
120	N/A	03/08/12	Cindy Collier	4282	Each party shall obtain, pay for, and obtain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceedings is brought against the other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by a court	unknown	not included	BC,CC,PC		entered 3/22/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
121	N/A	07/12/12	Cindy Collier	4282	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto used in connection with this agreement with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required under state law. College's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of College's students acting within the course and scope of their participation in the clinical program as described in this Agreement. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall	unknown	not included	BC,CC,PC		entered 7/23/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
122	N/A	09/08/11	Cindy Collier	4282			Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that nay claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (9r any of its	unknown	not included			entered 9/28/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
123	\$240,000-R \$1,500-E	07/12/07	Joyce Coleman	4282	unknown		The TC represents that it is a governmental entity that, by law, is not permitted to indemnify the AHA. However, the TC agrees that it shall be responsible for any claims, damages, liabilities, suits and expenses it may incur which arise out of or in connection with (a) Courses offered or provided by the TC, Training Sites, Instructors, their employees or agents, (b) acts or omissions of the TC, Training Sites and/or Instructors, and (c) any breach by the TC and/or Training Sites of the terms of this Agreement.	unknown	not included	BC Allied Health	3/30/2010	(See Renewal below)
124	N/A	05/05/11	Cindy Collier	4282	unknown		unknown	unknown	not included	BC Allied Health	1/10/2012; followup- 5/15/12	updated 5/23/11; 5/16/12--Per Cindy Collier, planning on renewing and have been in contact with the vendor regarding as to the where about the contract.
125	\$49.00	06/12/08	Tom Burke	5124	unknown		unknown	unknown	not included	BC	sent to Nan Gomez-Heitzeberg 1/6/10	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
126	N/A	02/03/05	Tom Burke	5124	unknown		Notwithstanding any other agreements, the Tulare-Kings Chapter of the American Red Cross agrees to defend, hold harmless and indemnify KCCD against any legal liability in respect to bodily injury, death and property damage, arising from the negligence of the said chapter during the use of the property belonging to the said PC.	unknown	not included	PC		
127	N/A -- See Note far right	11/05/09	Dr. James Fay	6201	The American Red Cross shall maintain in full force and effect, at all times during the term of this Agreement, Commercial General Liability insurance, including, but not limited to, <u>Contractual Liability Insurance</u> (specifically concerning the indemnity provisions of this Agreement), <u>Products-Completed Operations Hazard</u> , <u>Personal Injury</u> (including bodily injury and death), and <u>Property Damage</u> for liability arising out of American Red Cross performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of One Million dollars (\$1,000,000) each <u>occurrence</u> and Two Million dollars (\$2,000,000) <u>aggregate</u> .		American Red Cross agrees to indemnify, hold harmless and defend District, its governing board, officers, employees, and agents, and each of them, from any and all losses, costs, expenses, claims liabilities, attorneys' fees, actions or damages of any nature whatsoever including, without limitation, liability for injuries or death of any person or persons, or damages to any property, arising in any manner out of or in connection with or incident to or alleged to have arisen in any manner out of or in connection with or incident to or alleged to have arisen in any manner out of or to be connected with or incident of any act, error, or omission, willful, negligent or otherwise, on the part of American Red Cross, its officers, employees, and agents in the performance of services under this Agreement, or in connection with or as a result of this Agreement.	unknown	not included	CC		

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128	\$5,332.48	03/06/08	Kristen Rabe	4615	unknown		ASCAP agrees to indemnify, save and hold harmless and to defend Licensee from and against all claims, demands and suits that may be made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in ASCAP's repertory which are written or copyrighted by members of ASCAP. Licensee agrees to give ASCAP prompt notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and Licensee shall cooperate fully with ASCAP in such defense. Licensee, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action. ASCAP agrees at the request of Licensee to cooperate with and assist Licensee in the defense of any action or proceeding brought against it with respect to the performance of any musical compositions contained in the ASCAP repertory, but not copyrighted or written by members of ASCAP.	unknown	not included	BC	1/10/2012	2/02/12 Per Jana Durham--The license agreement probably provides for automatic annual renewals. The District can only enter into a contract for a maximum term of 5 years. If the five (5) years are up, depending on the commencement of the term, then we will need to enter a new license agreement with ASCAP. YES WILL RENEW
129	\$12,000.00	04/08/10	Gale Lebsack	6215	unknown		unknown	unknown	not included	CC		Entered 4/12/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
130	\$161,304.00	06/14/12	Rageshwar Goldberg / Dan O'Connor	4298 / 4231	The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits: (a) \$2 million per occurrence for Workers' Compensation, if required; (b) \$1 million per occurrence for Comprehensive General Liability; (c) \$1 million per occurrence for Automobile Liability. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a B+, V rating. The District, its trustees, officers, agents and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the District.		The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused. (b) Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid. (c) The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand, and satisfy and judgment that may be rendered against any of them.	The contractor shall provide a minimum five-year warranty which warrants its hardware and software against defects in materials and workmanship. The Contractor will respond promptly to the district's service requests to ensure continuous system availability. Field service and maintenance shall be provided by qualified technicians who are trained to install and support the Nuclear Magnetic Resonance (NMR) systems of the technology utilized by the system described. Warranty shall commence as of the date of system acceptance by the district. The contractor warrants that the system, including software and other components, does not and will not abridge or violate any patent right, copyright, or similar claim or property right.	not included	BC		entered 7/20/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
131	\$13,200.00	12/16/10	Bonnie Suderman	4202	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; and (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. Automobile Insurance: Contractor certifies that each employee carries automobile liability insurance that meets the automobile insurance requirements of the State of California for "any auto" that is used to		Each party agrees to indemnify, defend and hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		updated 1/11/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
132	\$372,245.00	04/12/12	Corey Marvin / Jill Board / Gale Lebsock	6267 / 6212 / 6230	unknown		Each party agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, and agrees to hold the other party harmless from any such liability. All partners of the U.S. Department of Education STEM-HSI grant project are institutions of higher education of the State of California and assume liability only to the extent allowed by the State of California.	unknown	not included	CC		entered 04/18/12

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133	Hrly rates from \$75 to \$130	06/02/05	Rick Wright/Gary Reed	5182/5095	1. <u>Workers' Compensation</u> . 2. <u>Comprehensive Bodily Injury and Property damage Liability Insurance</u> of not less than \$1,000,000. 3. <u>Professional Liability Insurance</u> limit of \$1,000,000 and \$1,000,000 in aggregate in full force and effect for a period of two (2) years after the termination of this Master Agreement. The Architect's specified consultant's agree to maintain professional liability coverage with a limit of at least \$500,000. The Architect shall require that all persons engaged by it in connection with the services described in this Master Agreement (such non specified engineers and other consulting professionals) maintain such insurance as will protect the Client and such other persons from claims as set forth above (including, without limitation, Errors and Omissions insurance in a minimum amount of \$250,000).		The Architect shall indemnify and hold harmless the Client and its Board, officers, employees, agents and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, attorneys' fees and costs, to the extent arising out of or resulting from (A) the Architect's negligent acts, errors or omissions in the performance or failure to perform any of its obligations under this Master Agreement or any other Default of the Architect hereunder, (B) any injury, sickness, disease, death or injury to person or destruction of property sustained by Architect or any person, firm, corporation or other entity employed by Architect upon or in connection with the work and services provided for hereunder, (C) any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use there from, sustained by any person, firm, corporation or other entity to the extent caused by any negligent or willful act or omission of the Architect or by anyone employed by the Architect or anyone for whose acts the Architect may be liable or as a result of any defects or deficiencies in any furnishing or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance under this Master Agreement, and (E) the failure of Architect to timely pay any architect, engineer, consultant or other person, firm, corporation or	unknown	not included	KCCD	1/6/2010	Response: Do not intend to drop this vendor at this time, however, may negotiate. Keep for now.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
134	unknown	04/03/08	Eddie Alvarado	5143	unknown		Apple will defend any proceeding or action brought by a third party against Buyer to the extent based on a claim that (1) the marketing or licensed use of any Apple-branded product sold by Apple that Buyer has paid to acquire infringes any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party; or (2) a defective Apple Product directly caused death, personal injury ,or damage to tangible property (provided the product at issue has not been altered, modified, or otherwise changed by Buyer). Apple will indemnify Buyer for damages awarded to third parties solely as a result of such claims. Apple's obligation to so defend and indemnify Buyer is contingent on Buyer's compliance with the following notice/Defense clause. (B) Notice/Defense. Buyer shall promptly notify Apple of any claim, demand, proceeding, or suit of which Buyer becomes aware which may give rise to a right of defense or indemnification pursuant to this section ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Buyer's first learning of such proceeding. Notice must include an offer to tender the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, Buyer will cooperate with Apple with respect to such defense and settlement. If a	The Apple tools iTunes U site, iTunes store and all products and services provided by Apple pursuant to agreement are provided on an "as is" basis. Apple disclaims, and university hereby waives, all warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Apple makes no representations or warranties in connection with (I) the security of or accessibility to the iTunes U site or iTunes store; (II) the security of or access to content; or (III) the use or inability to use the Apple tools. Apple shall not be responsible for providing any digital rights management (DRM) solutions or any other protection for Content. Apple shall not be responsible for providing any technical or customer support.	not included	BC, CC, PC		
135	\$5,990 for two years	06/11/09	Bonnie Suderman	4202	unknown	unknown		APTC and customer agree that there are no warranties herein expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose.		BC		

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136	\$10,000 estimate	02/05/10	Tom Burke	5124	N/A	Y	unknown	unknown	not included	KCCD		
137	\$19,800.00/yr Sodium Hypochlorite; \$1,490.00/yr Hydrochloric Acid	03/03/10	LaMont Schiers	4221	unknown		unknown	unknown	not included	BC		

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138	\$5,975.00 Annual. If service requires more than 3 days, or if any additional service visit is required within the above period, the rate is \$75.00 per hour, plus travel expenses	07/12/12	Nick Strobel / Dan O'Connor	4526	Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide: (I) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence. Each policy shall contain an endorsement naming the KCCD as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.	Y	Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arising resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.	Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.	not included	BC		entered 7/23/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
139		08/05/04			All Risk Insurance. <u>WC and Employers' Liability Insurance, Comprehensive or Commercial General Liability insurance</u> (bodily injury and property damage), the limits of liability of such insurance shall not be less than \$1,000,000 combined single limit per occurrence. <u>Automobile Bodily Injury and Property Damage Liability insurance</u> , covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence.		Carrier agrees to defend, indemnify and hold harmless customer from all claims, demands, actions and causes of action for damage or injury, including death, that are hereafter made or brought against customer by any third party for the recovery of actual damages to the agents. Carrier shall have no defense or indemnification obligation to customer to the extent such damage or injury is caused by the negligence or willful misconduct of customer, its employees or agents. In no case shall carrier be liable for or owe any duty of indemnification with respect to any exemplary, punitive or consequential damage claims by customer or any third party arising from the loss or destruction of property. Carrier's obligation with respect to any claim for damages by customer or any third party with respect to any property shall not exceed the maximum shipment liability.	unknown	not included		8/4/2011 - email to S.Kegley; needs a 5-year contract	Deposit Pick-up - Bookstore & BC Bus Off
140	\$1,500.00	01/12/12	Amber Chiang	4256	unknown		unknown	unknown	not included			entered 1/19/12

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141	\$14,100.00	12/11/08	Eddie Alvarado	5137	unknown			Seller warrants it has good title to the equipment, free of any claims, liens, encumbrances or security interest of any other party, that the equipment conforms to manufacturers published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation and use and service. In addition for 30 days after delivery (or installation, if included in sale) seller will promptly repair or replace, at seller's expense, any failure of the equipment to conform to warranty with new or replacement parts.	not included	Distr, BC, Delano Ctr, CC, PC	12/14/2009	
142	\$9,000.00	07/14/11	Eddie Alvarado	5137	unknown			unknown	not included	KCCD		entered 7/26/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
143	\$8,252.89	07/10/08	Bonnie Suderman	4202	In no event will Autodesk be liable for any loss or damages of any kind, including loss of data, lost profits, cost of cover or other special, incidental, consequential or indirect damages arising out of the use or inability to use the software or documentation, however, the use or inability to use the software or documentation, however, caused and on any theory of liability. This limitation will apply even if Autodesk or ay Autodesk reseller has been advised of the possibility of such loss or damage. Institution acknowledges that the license fee reflects this allocation of risk. In no event shall Autodesk's aggregate liability under this license agreement exceed the aggregate amount of license fees paid to Autodesk under this agreement.		Training Center shall defend, indemnify and hold Autodesk harmless against liability for any injury or damage arising out of the use of the Archival Copies.	Institution represents and warrants to Autodesk that (i) it has all necessary rights in and to all copyrights, patents and other proprietary rights associated with the self-hosting System and the Institution Content and its exploitation to offer the Self-hosting Services as contemplated by this agreement; and (ii) the Self-hosting System and the Institution Content do not violate any third party rights, including but not limited to intellectual property rights, and their use as described in this agreement will not violate any third party rights.	not included	Delano Ctr	12/14/2009	



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144	R=\$27,965; E=\$26,630; Net \$1,335	07/12/12	Cornelio Rodriguez	4597	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage in liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. The KCCD, the KCCD Trustees, BC, their officers, agents and		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 7/23/12
145	\$350,000.00	unknown	Jan Stuebbe	4269	unknown		unknown	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
146		unknown	Jan Stuebbe	4269	unknown			unknown	not included	BC	12/15/2009	
147	\$577.60	unknown			<u>Certificate of Insurance: One million (\$1,000,000)</u> minimum liability. The certificates must identify Kern Community College District as additional insured and be accompanied by an endorsement.			unknown	not included	BC		
148	\$150,000/yr.	02/09/12	Steven Busby / Valerie Kames	6304 / 6258	(A) Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by insurance company related not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverage, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certified copy of the required new or renewal policy and certificates for such policy. (C) Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU. (D) The parties acknowledge that both parties are permissibly self-insured under California law. (E) These provisions may not be voided, modified nor waived by a related ISA.		(A) Agency shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) College shall defend, hold harmless, and indemnify agency, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result		not included	CC		Entered 2/22/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
149	Financing not to exceed \$100,000.00	09/15/05	BC Foundation - Mike Stepanovich	4273	In addition to any other insurance or bond required under this agreement, developer shall procure and maintain for the duration of this agreement the following types and limits of insurance: <u>Automobile liability insurance</u> , providing coverage on an occurrence basis for bodily injury, including death, of one ore more persons, property damage and personal injury, with limits of <u>not less than one million dollars (\$1,000,000)</u> per occurrence; and the policy shall: provide coverage for owned, non-owned and hired autos. Board form <u>commercial general liability insurance</u> , unless otherwise approved by the agency-s risk manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than <u>one million dollars (\$1,000,000)</u> per occurrence; and the policy shall provide contractual liability coverage for the terms of this agreement. Contain an additional insured endorsement in favor of the agency, its board, officers, agents, employees and designated volunteers. <u>WC insurance</u> with statutory limits and employer's liability with limits of not less than one million (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of agency, its board, officers, agents, employees and designated volunteers. (see contract for more information)		Foundation shall indemnify, defend, and hold harmless agency, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Foundation, Foundation's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for Agency's sole active negligence or willful misconduct.	unknown	not included	BC Foundation		
150	R=\$27,727.20; \$23,106	08/11/11	Hamid Eydgahi / Nan Gomez-Heitzeberg	4921	unknown		unknown	unknown	not included	BC		entered 9/7/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
151	R=\$9,842.40; E=\$8,202	12/15/11	Hamid Eydgahi / Nan Gomez- Heitzeberg	4921	Contract shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law.		unknown	unknown	not included	BC		entered 1/12/12
152	\$3.9M-\$4.2M - to be received over a 5 year period	04/14/11	Thomas Burke	5124	Vendor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to do business in California: (a) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$3,000,000 per occurrence; (b) Commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (c) Professional liability insurance (errors and omissions) with a limit of liability of not less than \$,000,000 per occurrence; and (d) Workers' compensation insurance as required under state law. Vendor's policy shall contain an endorsement naming the District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Vendor shall furnish the District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Vendor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Vendor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy.		Mutual Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) or any other theory of law, including claims that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or un-patented invention, or arising out of or made necessary by the indemnifying party's performance or non-performance of any obligation under this Agreement, or arising from the breach of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its		Yes	KCCD		entered 4/20/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
153	unknown	03/01/07	Tom Burke	5124	<p>WC insurance in accordance with the provisions of the California Labor code. <u>Comprehensive Bodily Injury and Property Damage Liability Insurance</u> for combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence for each project that the Architect is performing at any given time (e.g., if two projects are being performed simultaneously by the Architect, then the Architect must carry insurance with a limit of \$2,000,000). <u>Comprehensive Bodily Injury and Property Damage Liability Insurance</u> for combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence for each project that the Architect is performing at any given time. <u>Professional Liability Insurance</u> protecting from claims arising out of the performance of professional services caused by a negligent act, error or omission of the Architect, or act for which the Architect is legally liable, with a limit of \$1,000,000 for claim and \$1,000,000 in the aggregate, which will remain in full force and effect for a period five (5) years after the termination of this Master Agreement and the completion of Architect's services hereunder to then extent such coverage is commercially available. Professional Liability Insurance protecting from claims arising out of the performance of professional services caused by a negligent act, error or omission of the Architect, or act for which the Architect is legally liable, with a limit of \$25,000, which will remain in full force and effect for a period of five (5) years after the termination of this Master Agreement.</p>		<p>Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Client and its Board, officers, employees, agents and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or willful misconduct of the Architect or resulting from 1. The Architect's negligent performance or failure to perform any of its obligations under this Master Agreement or any other negligent Default of the Architect hereunder; 2. Any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use there from, sustained by any person, firm, corporation or other entity and to the extent caused by any negligent or willful act or omissions of the Architect or by anyone employed by the Architect or anyone for whose acts the Architect may be liable or as a result of any defects or deficiencies in any plans, specifications, drawings or other documents prepared by the Architect unless injury or loss is sustained or allegedly arising from errors, omissions or inaccuracies in the information provided to the Architect by the Client, governing agency or any other outside influence not under the direct control of the Architect; and if under Architect's direct control, the Architect advises the District in writing or said defect or</p>		not included		8/24/2011	
154	N/A	04/12/12	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406			<p>The parties agree to indemnify each other against and hold each other harmless from, any claim, expenses or loss based upon or arising from anything done or omitted, or allegedly done or omitted, by the College or BMA, and their respective faculty, students, agents or employees in acting under this Agreement.</p>	unknown	not included	BC,CC,PC		entered 4/30/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
155	R=\$1,600 per course; E=\$515 per course	04/12/12	Stephen Gexler / Jill Board / Gale Lebsock	6106 / 6212 / 6230	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other part at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		entered 4/24/12
156	N/A	11/05/09	Dr. James Fay	6201	unknown	unknown	unknown	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
157	R=\$2,000; E=\$1,120	03/08/12	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		3/16/2012

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
158	R=\$1,499.72; E=\$782.33	07/14/11	Stephen Gexler / Jill Board	6106 / 6212	CCCC shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that CCCC is a permissibly self-insured public entity in accordance with the California Government Code. KCCD conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.	unknown		unknown	not included	CC		entered 7/26/11
159	R=\$750.00; E=\$363.22	08/11/11	Stephen Gexler / Jill Board	6106 / 6212	CCCC shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that CCCC is a permissibly self-insured public entity in accordance with the California Government Code. KCCD conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.	unknown		unknown	not included	CC		entered 9/7/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
160	R=\$6,800; E=\$2,452	12/15/11	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.	unknown		unknown	not included	CC		entered 1/12/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
161	R=\$3,900; E=\$2,500	06/14/12	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		7/2/2012

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162	Estimated @ \$1,650,000	09/09/10	David Palinsky	5170	unknown		unknown	unknown	not included	BC, CC, PC, Dist		entered 9/20/10
163	N/A	11/10/11	David Palinsky / Sean James	5170 / 5165	unknown		unknown	unknown	not included	KCCD		entered 11/22/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
164	\$50,000 annually	06/14/12	David Palinsky / Sean James	5170 / 5165	unknown		To the extent permitted under governing law and subject to limitations set forth elsewhere in this Agreement, each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party, its successors and assigns, officers, directors, employees, and agents (the "Indemnified Party"), from and against any and all liability, judgment, loss, damages, fines and expenses (including reasonable legal fees and costs), which the Indemnified Party may later suffer or pay out to another, due to any claim, action, or right of action of a third party, at law or in equity, based on or in any way arising out of, and which are proximately caused in whole or in part, by the breach of a warrant or obligation set forth in this agreement.	(a) Customer represents and warrants that (i) the person reviewing and signing this Agreement is duly authorized to do so and upon signing, this Agreement is a valid and legal obligation of the Customer, (ii) it and its users will comply with all applicable laws and regulations in use of the Service, (iii) the Customer shall use best efforts in providing accurate and complete Recipient Data and such Recipient Data must reside and come from the United States, (iv) Customer has met all legal requirements in providing the Recipient Data, including data obtained from the Web Portal, and in using the Recipient Data in connection with the Service, including, but not limited to, obtaining consent to call a recipient or call with information regarding a student (v) the content and transmission of its messages sent using the Service is in compliance with all laws and regulations; (vi) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard in the event of an actual or suspected unauthorized access to its account, or if it loses its account information, (vii) have in place primary safety and emergency response procedures in the event of an emergency (including,	Yes	KCCD		6/30/2012

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
165	\$3,495.00	06/11/06	Ann Beheler	2307	Both parties shall obtain, pay for and maintain in effect during the life of this agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) <u>professional liability insurance</u> (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this agreement.		Client guarantees to Blare Media that all materials provided to Blare Media re in compliance with appropriate copyright laws. Both parties agree to indemnify and hold harmless each other against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.	unknown	not included	PC	9/22/2010	response - contract ended.

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166	\$55,144.93	03/06/08	Kristen Rabe	4615	unknown		BMI agrees to indemnify, save harmless and defend Licensee, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of Licensee's performance. BMI will, upon reasonable written request, advise Licensee whether specific musical works are available for performance, under this Agreement, if Licensee provides the title and the writer/composer of each musical work. Licensee agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.	unknown	not included	BC,CC,PC	4/7/2010	Response: Will be renewed.
167	\$404/mo per college	10/02/08			Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the maximum liability amount. Upon customer's written request, Brink's will provide a certificate of insurance.	unknown		unknown	not included	CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
168	\$404/mo per college	No board action			Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the maximum liability amount. Upon customer's written request, Brink's will provide a certificate of insurance.		unknown	unknown	not included	PC		
169	N/A	09/08/11	Maria Roman	(559)791-2364	Mini-Corps shall maintain a liability insurance policy in amounts of not less than \$5 million per occurrence for personal injury and \$5 million for property damage, and shall name the college as additional insured and provide for not less than thirty (30) days notice of cancellation or material charge. A certificate of insurance stating these conditions shall be issued to PC by Mini-Corps' insurance carrier. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California, which carries shall be reasonably satisfactory to PC. At the inception of the Agreement, CMC shall furnish to PC a certificate of insurance or other evidence that such insurance is in effect.		CMC agrees to defend and hold PC and its officers agents and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by, arising out of, or in any way related to CMC's actions or omissions in the performance of this agreement.	The CMC will be responsible for all costs of this program not explicitly stated in this agreement.	not included	PC		updated 9/28/11
170	\$850.00	11/05/09	Kellie Van Westen	5104	unknown		unknown		not included	BC, CC, PC	4/26/2010	

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171	\$98,102.10	04/14/11	Rageshwar Goldberg	unknown			Agency shall indemnify, protect, defend and hold harmless District, its agents, officers and employees from and against any and all claims for damages or other liability to any program participant, non-participant, or third party, including costs of suit and any legal services necessarily incurred in connection therewith, which may arise out of any act or omission of District, its officers, employees, agents, or project participants in connection with District's involvement with this agreement provided, however, Agency shall not hold District harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from any willful misconduct or negligence (whether sole, joint, concurrent or otherwise) of the District, its officers, agents or representatives, or employees. District shall indemnify, protect, defend and hold harmless Agency, its agents, officers and employees from and against any and all claims for damages or other liability to any program participant, non-participant, or third party, including costs of suit and any legal services necessarily incurred in connection therewith, which may arise out of any act or omission of Agency, its officers, employees, agents, or project participants in connection with Agency's involvement with this agreement provided, however, District shall not hold Agency harmless from any claims, demands, or causes of action arising in	unknown	not included	BC		entered 5/5/11



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172	N/A	05/05/11	Joyce Ester	4204	The University shall at its sole cost and expense, provide coverage for its employees, Students, and authorized agents for activities conducted in connection with this Agreement by maintaining in full force and effect insurance and/or self-insurance as follows: (6.1) Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000). (6.2) General Liability coverage with a limit of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000). (6.3) Workers' Compensation coverage covering University's full liability as required under State law. (6.4) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement. It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the University.		The University hereby agrees to indemnify, defend (upon written request of District) and hold harmless District and District's agents, officers, employees, volunteers and authorized representatives from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of action, of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees) which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, through any act, omission, fault, or negligence, whether active or passive, of University or University's officers, agents, employees, or authorized representatives, which relates in any manner to this Agreement, any work to be performed by University under this Agreement, or an authorized representatives, which relates in any manner to this Agreement, or any authority delegated to University under this Agreement, event though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of District or any other person or persons, unless the same is caused by the sole negligence or willful misconduct of the party indemnified or held harmless. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any person or persons and damage to any property, regardless of where located, including the property of District, and	unknown	not included	BC		entered 5/20/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
173	N/A	08/11/11	Tom Burke	5124	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" IN Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. This Rider shall serve to supplement, supersede, and otherwise		With respect to the use of BC's facilities pursuant to the agreements, each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown		BC		entered 9/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
174	N/A	11/04/10	Corey Marvin / Gale Lebsock	6267	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-, VI" in Best Insurance rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	unknown	not included	CC		Updated 9/28/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
175	\$66,420 - 20% ODC \$13,482 inures to CSU Sacramento for serving as fiscal agent	06/09/11	Bonita Steele / John Means	5046 / 5036	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that Contractor is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.		unknown	unknown	not included	KCCD		entered 7/18/11
176	N/A	03/06/08	Marc Beam	5023			Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.	unknown	not included			

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
177	\$25,000.00	11/01/07	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	
178	\$10,000.00-SCSC	05/08/08	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	
179	\$13,000.00-PSP	05/08/08	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
180	\$45,000.00	07/10/08	Donna Berry	2374	<p>Each party, in order to protect the other party and its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of its actions in connection with the performance of its obligations, as required by this Agreement, shall secure and maintain insurance as described below. Each party shall be responsible for any deductibles under all required insurance policies. (a) <u>WC</u> - each party shall submit written proof that the party is insured against liability for Workers' code. (b) <u>Liability Insurance Requirements</u>: (1) <u>Commercial General Liability insurance</u>. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of One Million Dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. (2) <u>Automobile Liability insurance</u> with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all owned, hired and non-owned vehicles and shall be provided by a business or commercial vehicle policy.</p>		<p>Each party agrees to defend, indemnify and hold harmless the other party, its employees, officers, agents and representatives respecting any and all claims, suits, damages and penalties which arise out of the act or omission of the indemnifying party in connection with this Agreement, whether due to the active negligence, passive negligence, willful or intentional conduct, violation of law or other acts or omission of the indemnifying party.</p>	unknown	not included	PC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
181	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
182	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
183	\$8,000.00	04/02/09	Maria Roman, Steve Schultz	2218	The organization shall maintain in full force during the term of this agreement, at the organizations expense, a policy of <u>general liability insurance</u> in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC	3/30/2010	
184	\$19,800.00	09/10/09	Maria Roman, Steve Schultz	2218	unknown		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC	3/30/2010	



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
185	\$4,000.00	07/12/12	Maria Roman, Steve Schultz	2218	unknown		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.		not included	PC		entered 7/26/12
186	\$3,000.00	03/03/10	Maria Roman, Steve Schultz	2218	unknown		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		Entered 3/5/10.

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187	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
188	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
189	\$4,000.00	07/12/12	Maria Roman, Steve Schultz	2218	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
190	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

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191	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
192	\$10,000.00	09/10/09	Maria Roman, Steve Schultz	2218	The organization shall maintain in full force during the term of this agreement, at the organizations expense, a policy of <u>general liability insurance</u> in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC	3/30/2010	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
193	\$8,000.00	04/02/09	Maria Roman, Steve Schultz	2218	The organization shall maintain in full force during the term of this agreement, at the organizations expense, a policy of <u>general liability insurance</u> in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC	3/30/2010	
194	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

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195	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
196	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

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197	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
198	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKs Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12

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199	\$4,000.00	07/12/12	Maria Roman / Steve Schultz	2364	The Organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 7/23/12
200	\$18,000.00	06/12/08	Maria Roman, Steve Schultz	2218	unknown		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		Response: Yes - Agreement will be renewed.





No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
204	\$16,500 plus all printing, courier service, and travel expenses	02/05/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD bookstores		entered 2/2010
205	\$29,500 plus travel expenses, courier service expense, and printing expenses.	10/14/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD bookstores		entered 10/22/10
206	\$15,000.00 plus travel expenses, courier service expense, and printing expenses.	10/14/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD bookstores		entered 5/4/11
207	\$10,000.00 plus travel expenses, courier service expense, and printing expenses.	05/05/11	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD bookstores		entered 5/23/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
208	R=\$13,228.80; E=\$9,260.16	11/10/11	Nancy Johnson / John Means	5039 / 5036	unknown		The District and Employer agree to defend, indemnify and hold harmless the other party, its board officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and cause of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.	unknown	not included	KCCD		entered 12/01/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
209	\$39,710.62	06/11/09	Abe Ali	5141	unknown		Subject to the terms, conditions and imitations herein, Cardiac Science will defend, indemnify and hold harmless Buyer, its employees, directors, officers and shareholders from any and all third party claims ("Claims") arising out of or in connection with (i) the negligence or willful misconduct of Cardiac Science in relation to any goods or services provided by Cardiac Science, and (ii) any infringement or alleged infringement of any third party proprietary intellectual property right arising from the performance of any service by Cardiac Science or relating to any good manufactured by Cardiac Science, provided that: (a) Buyer promptly notifies Cardiac Science in writing of any claim or threatened claim against Buyer; (b) Buyer permits Cardiac Science to have sole control of the defense, settlement or other handling of such claim or threatened claim; and (c) Buyer provides Cardiac Science with the assistance, information, and authority to perform its obligations hereunder. Indemnification under this agreement is not available to Buyer: (i) if the AED is modified, used in any manner other than for its intended purpose, used in contravention of the instructions set forth in the AED operating instructions or operated by untrained or unauthorized personnel; (ii) if Buyer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other tortious actions of Buyer or its personnel; (iv) for the Claims arising	unknown	not included	KCCD	8/4/2011	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
210	\$5,440.00	09/09/10	Sheila Shearer/Ibrahim Ali	5141	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, or leases an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. Customer may not transfer or assign its rights under this policy. Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.	Limitation of Liability. To the maximum extent allowable under applicable law, Cardiac Science shall not be liable to buyer for any indirect, incidental, special or consequential damages (including but not limited to loss of profits, business and revenue) sustained or incurred in connection with the agreement and the products and services that are subject to the agreement, regardless of the form of action and whether or not such damages are foreseeable.	not included	KCCD		entered 9/20/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
211	\$4,138.96	02/10/11	Thomas Burke	5124	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, or leases an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. Customer may not transfer or assign its rights under this policy. Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.	Limitation of Liability. To the maximum extent allowable under applicable law, Cardiac Science shall not be liable to buyer for any indirect, incidental, special or consequential damages (including but not limited to loss of profits, business and revenue) sustained or incurred in connection with the agreement and the products and services that are subject to the agreement, regardless of the form of action and whether or not such damages are foreseeable.	not included	PC		entered 3/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
212	\$9,365.00	12/15/11	Abe Ali	5141	Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon requires. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall furnish the other party a certified copy of the required new or renewal policy and certificates for such policy.		Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, or leases an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of a AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY. Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.	unknown		KCCD		entered 1/17/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
213	N/A	03/03/10	Anita Karr / Cindy Collier	4677 / 4282	The following language is added to the terms and conditions of sale and will apply to the stated quote: Insurance - Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy required in (1) above shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and all policies required above shall provide that written notice shall be given to the other party at least 30 days prior to cancellation of the policy.		(15.1) Carestream Health will indemnify, defend, and hold Customer harmless against any claim that the System provided under this Agreement infringes a patent, copyright, or other third party intellectual property right. Carestream Health will pay any costs and damages, up to the price paid by Customer for the System purchased pursuant to this Agreement, that a court finally awards against Customer as a result of such claim or that are paid in settlement thereof, including reasonable attorney's fees, provided Customer gives Carestream Health prompt written notice of the claim and tenders to Carestream Health the defense and all related settlement negotiations. Carestream Health will have no obligation with respect to any claim based upon any modification of the System or the use of the System with products not furnished by Carestream Health or improper use of the software, if the infringement would not have occurred but for the modification or use. (15.2) Carestream Health will defend, indemnify, and hold harmless Customer from and against any third party property damage claims (including court costs and reasonable attorney's fees) arising out of the use of the System and caused solely by Carestream Health's negligence. Carestream Health will have no obligation with respect to any claim based upon any modification of the System or the use of the System with products not furnished by Carestream Health if the damage or	Except as otherwise provided in this Section, Carestream Health warrants the Hardware to be free from defects in materials and workmanship under normal use, in accordance with the specifications as set forth in the users guide, for a period of one (1) year from the date of System acceptance. This warranty applies to Customer and to anyone else that legally owns the Hardware during the warranty period. Customer's sole remedy under this warranty is to be provided on-site warranty repair service as set forth in this Agreement. The foregoing warranty does not include standalone Hardware components not manufactured by Carestream Health ("OEM Hardware"). OEM Hardware furnished with the System is warranted by the Original Equipment Manufacturer. <b>(See contract for more information).</b>		BC		entered 3/9/10
214	\$878.00	09/06/07	Eddie Alvarado	5137	unknown	unknown		No warranties; limitation of liability.	not included	District Office	12/14/2009	



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215	Min. \$25 per candidate	03/10/11	Sue Vaughn	4049	unknown	unknown	unknown	unknown	not included	BC		updated 3/15/11

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216	\$62,990.00 estimated cost for the life of amendment	01/23/03	Mildred Lovato (Don Turney)	4204	unknown	unknown	unknown	unknown	not included	BC	1/12/10 - send to Nan Gomez-Heitzeberg	

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217	\$10,426 (due to state taxes, the cost was increased by \$794.62)	09/08/11	Judy L. Ahl	4899	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance with single combined limits of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section. Upon notification of receipt of a notice of cancellation, or material change, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		If a third party claims that an Item provided to Customer pursuant to this Agreement infringes any US patent, trademark, copyright or trade secret, CBORD will defend Customer against such claim at CBORD's expense, and will pay all judgments and damages that a court finally awards based on such claim. This obligation of CBORD is expressly conditioned on Customer promptly notifying CBORD in writing of the claim, cooperating and allowing CBORD to control the defense of such claim and any related settlement negotiations, and promptly allowing CBORD to modify or replace the items so as to eliminate any claimed infringement. If a claim of infringement is made or appears likely to be made regarding any item, Customer agrees to allow CBORD to modify or replace such item. If CBORD in its discretion determines that none of the foregoing alternatives is reasonably available, customer agrees to return such item to CBORD upon CBORD's request. If CBORD requests to have such Item returned, CBOARD will grant Customer a credit equal to the then current net book value of the Item as indicated on the books of Customer, provided that Customer has followed generally accepted accounting principles. Notwithstanding the foregoing, CBORD shall have no liability for any alleged violation of intellectual property rights which is based on, contributed to, or which results from, any of the following: (a) any modification of an item by other	Except as otherwise stated in this Agreement, Hardware is warranted to be free from defects in materials and workmanship for 1 year from the date installed, but if not installed by CBORD, from the date shipped to Customer. Software is warranted to substantially conform to its associated written documentation for a period of 1 year from the date installed, but if not installed by CBORD, from the date shipped to customer. Services are warranted to be performed in a professional and workmanlike manner and except as otherwise stated herein, this warranty extends for 30 days from the date Services are performed. All warranties are void if Items have been altered, damaged or misused. The warranties set forth in parts 7, 12 and 19 are the sole and exclusive warranties pertaining to the items, and CBORD its affiliates, suppliers and contractors make no other warranties, representations or guarantees. All other warranties, including but not limited to the implied warranties of merchantability and fitness for purpose are hereby disclaimed. Third Party produced items are provided as is and without warranty.		BC	1/10/2012	entered 9/26/11; 1/11/12 Judy Ahl--WILL ADVISE LATER WHETHER AGREEMENT WILL BE RENEWED.
218	\$41,797.96	09/08/11	Eddie Alvarado	5137	unknown	unknown	unknown	unknown		BC		updated 11/22/11; Judy Ahl--WILL ADVISE LATER WHETHER AGREEMENT WILL BE RENEWED.

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219	N/A	11/05/09	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD	3/1/2010	See Amendment below
220	N/A	06/10/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		updated 6/25/10 (See Amendment below)
221	N/A	12/16/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		updated 1/11/11 (See Amendment below)
222	N/A	07/14/11	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		updated 8/1/11 (See Extension below)

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223	N/A	07/12/12	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		updated 7/23/12
224	\$16,385.00	03/06/08	David Palinsky - Technical; Mildred Lovato- BC x4204; Jill Board CC x6249; Steve Schultz PC x2218		unknown		unknown	unknown	not included	BC,CC,PC	1/10/2012	

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225	\$384,432.50	06/12/08	Sue Vaughn	4049	unknown		BC represents and warrants to Data Impact that the delivery of the information to Data Impact pursuant to this agreement will not violate or infringe the rights of any third party and BC agrees to indemnify and hold Data Impact harmless from all liabilities, claims, demands, damages and other costs and expenses (including attorney's fees) arising from such claims by a third party.	Limited warranty--Data Impact warrants to BC that the services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards. For any breach of the suspected defect and Data Impact's sole discretion, either (a) Data Impact's reperformance of the Service involving the suspected defect or (b) Data Impact's refund of that portion of the fees related to the suspected defect. Disclaimer of Warranty--except as expressly stated in this article IV, there are no warranties, express or implied, by operation of law or otherwise, pertaining to the services to be provided under this agreement, and data impact disclaims any and all implied warranties of merchantability and fitness for a particular purpose.	not included	BC		

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226	Cost of service is paid by student directly	05/05/11	Cindy Collier	4282	The undersign understands that CertifiedBackground.com maintains Professional Liability Errors and Omissions (ENO) insurance.		CertifiedBackground.com, a division of Castle Branch, Inc. shall defend, indemnify and hold the undersigned, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CertifiedBackground.com, its officers, agents or employees. The undersigned shall defend, indemnify and hold CertifiedBackground.com, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the undersigned, its officers, agents or employees.	unknown	not included	BC		entered 5/24/11

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227	Cost of service is paid by student directly	07/14/11	Kim Behrens / Bill Henry	3665 / 2459	The undersign understands that CertifiedBackground.com maintains Professional Liability Errors and Omissions (ENO) insurance.		CertifiedBackground.com, a division of Castle Branch, Inc. shall defend, indemnify and hold the undersigned, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CertifiedBackground.com, its officers, agents or employees. The undersigned shall defend, indemnify and hold CertifiedBackground.com, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the undersigned, its officers, agents or employees.	unknown	not included	BC		entered 7/25/11



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228	\$2,314.00	10/14/10	Nan Gomez-Heitzeberg	4406	The contractor needs to be aware of the provisions which require every employer to be insured against liability for <u>Workers Comp</u> or to undertake self-insurance in accordance with the provisions and the contractor affirms to comply with such provisions before commencing the performance of the work of this agreement.		The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying workservices, materials, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.	unknown	not included	BC, CC, PC	Memo sent to Nan Gomez-Heitzeberg	updated 10/19/10
229	\$1,030,714.00	08/11/11	Lynn Hall	5006	unknown		The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC, CC, PC		9/6/2011

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
230	\$1,781.00	02/05/10	Nan Gomez-Heitzeberg	4406	unknown		The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC, CC, PC	3/30/2010	
231	Original Contract - \$804,369; Amendment - \$811,179	original 08/08/08; amendment 02/05/09	Nan Gomez-Heitzeberg	4406	unknown		The Contract agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC, CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
232	\$17,800.00	08/02/07	Nan Gomez-Heitzeberg	4406	unknown		The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC,CC		entered 9/20/10 (See Amendment No. 01 below)
233	\$17,800.00	06/09/11	Nan Gomez-Heitzeberg	4406	unknown		The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC,CC		Updated 6/17/11

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234	\$2,470,341.00	08/11/11	Lynn Hall	unknown			The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be insured or damaged by Contractor in the performance of this agreement.	unknown	not included	BC,CC,PC		9/6/2011 (See Amendment 01 below)
235	\$72,951.00	9/8/11	Lynn Hall	unknown				unknown	not included	KCCD		entered 9/27/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
236	NTE-\$3,150.00 (Coordinator)	12/15/11	MaryJo Jordan	2361	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	PC		updated 01/05/12
237	NTE \$8,750 (Instructional)	12/15/11	MaryJo Jordan	2361	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	PC		updated 01/05/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
238	\$5,400.00	11/10/11	Mary Halberg / Hamid Eydgahi	4737 / 4921	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	BC		updated 12/01/11
239	\$15,000.00	11/10/11	Mary Halberg / Hamid Eydgahi	4737 / 4921	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	BC		updated 11/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
240	R=\$6,250; E=\$6,250	11/10/11	Lisa Fuller, Valerie Karnes, Gale Lebsock	6169 / 6258	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	CC		updated 11/17/10
241	\$9,600.00	07/12/12	Lisa Fuller, Valerie Karnes, Gale Lebsock	6169 / 6258	unknown		Both the contractor and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.	unknown	not included	CC		updated 11/17/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
242	15% of net sales per machine quarterly	07/02/07	Gale Lebsock		<p>A. <u>Commercial general liability insurance</u> (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage); B. <u>Automobile liability insurance</u>, if a vehicle may be used in providing services; and C. <u>Workers' compensation insurance/employer's liability insurance</u> if Operator may use employees in providing services. Operator shall maintain limits of insurance no less than: A. <u>Commercial General Liability</u>: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit \$2,000,000). B. <u>Automobile Liability</u>: \$1,000,000 combined single limit. C. <u>WC and employer's liability</u> as required by the state in which the services are performed: \$1,000,000/\$1,000,000/\$1,000,000. (See contract for more information).</p>		Operator shall defend, hold harmless, and indemnify District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including but not limited to reasonable attorney fees and costs, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of or result from in whole or in part, the negligent, wrongful, or willful acts or omissions of Operator, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. Operator shall have no obligation to defend, hold harmless, or indemnify district, its governing board officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct.	unknown	not included	CC	1/10/2012	
243	\$88.00		Tom Heck	6384	\$1,000,000		unknown	unknown	not included	CC		



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244	unknown	11/04/04	Mary Retterer	unknown			(a) CLAS agrees to indemnify and hold harmless CCCC and CCCC's employee or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of CLAS, its employees or agents. (b) CCCC agrees to indemnify and hold harmless CLAS and CLAS's employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of CCCC, its employees or agents.	unknown	not included	CC	2/1/2010	
245	R=\$23,138.96; E=\$23,138.96	03/08/12	Tim Capehart/Cindy Collier	4117 / 4282	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that Contractor is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 3/27/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
246	unknown	12/13/01	Mark Graf; Hamid Eydgahi	4554; 4921	unknown	unknown	unknown	unknown	not included	KCCD		

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247	unknown	unknown	Mark Graf; Hamid Eydgahi	4554; 4921	(1) Each party shall obtain, pay for, and maintain in effect during the life of this Master Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to products, and completed operations coverages, <u>bodily injury, and property damage liability</u> with single combined limits not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability</u> for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) <u>professional liability</u> (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) <u>workers' compensation</u> insurance as required under state law.		Agencies shall defend, hold harmless, and indemnify college, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Master Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. <b>See contract for more detail.</b>	The agencies warrant that the ODFTF site is safe and complies with all applicable Education Code and building, fire, and safety codes.	not included	KCCD		
248	\$9,400.00	12/02/02			Provider shall procure and maintain a minimum \$50,000 CGL insurance and Workers Comp as required by statute. Additional insurance may be required by the department ordering provider's services.		Provider shall indemnify, defend, and hold harmless agency, city of Bakersfield, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them ,or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused Provider, Provider's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except as limited by California civil Code section 2782 or Agency's sole active negligence or willful misconduct.	unknown	not included	KCCD SBDC		

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249	\$50/hr up to \$12,500	03/04/04	Lynn Hall	4743	Provider shall procure and maintain a minimum \$50,000 CGL insurance and WC as required by statute. Additional insurance may be required by the department ordering provider's services.		Provider shall indemnify, defend, and hold harmless agency, city of Bakersfield, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them ,or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused Provider, Provider's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except as limited by California civil Code section 2782 or Agency's sole active negligence or willful misconduct.	unknown	not included	KCCD SBDC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
250	\$1.1M	08/11/11	Cindy Collier	4282	Workers' Compensation. Each Agency shall be the "primary employer" for all their respective personnel who perform services as instructors and clerical staff. Also, each Agency shall be the "primary employer" of all their respective Agency-affiliated students enrolled in a related Program/Course. Agency shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective Agency personnel and respective Agency-affiliated students made in connection with performing services and receiving instruction under this Agreement. Each Agency agrees to hold harmless, indemnify, and defend Colleges from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by their respective Agency personnel connected with providing services under this Agreement. Agencies are not responsible for non-Agency personnel who may serve as instructors or students who are not affiliated with the Agencies. (A) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. (B) Each party's policy(ies) shall		(A) Agencies shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) College shall defend, hold harmless, and indemnify Agencies, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result	unknown	not included	BC		entered 9/7/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
251	\$660,000.00	08/11/11	Cindy Collier	4282	(A) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (C) Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement. (D) The parties acknowledge that each is permissibly self-insured under California law.		(A) Agencies shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) College shall defend, hold harmless, and indemnify Agencies, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result	unknown	not included	BC		entered 9/7/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
252	R=\$234,000; E=\$234,000	08/11/11	Cindy Collier	4282	(A) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (C) Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement. (D) The parties acknowledge that each is permissibly self-insured under California law.		(A) Agencies shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) College shall defend, hold harmless, and indemnify Agencies, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result	unknown	not included	BC		entered 9/7/11
253					The college will make available their standard student liability and medical care coverage for health care services for non-agencies' students attending the course. The committee will determine the courses that require a prerequisite of health insurance coverage due to the high-risk nature of the course activity. No party to this agreement shall be liable to the other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents or employees.		The parties hereto agree to indemnify, defend and hold each other harmless from any and all claims, demands, liabilities, including any award of attorney's fees, losses or causes of action which arise by virtue of their own acts or omissions (either directly or through or by their agents, officers, or employees) to such extent and in such part as the respective parties are found by reason of law to have proximately caused the injury or damage.	unknown	not included	KCCD, BC		

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254	N/A	07/10/08	Mark Graf	4554	unknown			unknown	not included	BC		
255	\$40,000.00	10/01/09	Tom Burke	5124	Title Insurance Policy - Escrow Holder shall, following recordation of the Deed to Buyer, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance in the full amount of the Purchase Price issued by Chicago Title Company, showing title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3.1 and the printed exceptions and stipulations in said policy.			As an inducement to Buyer to enter in to this Agreement, Seller hereby represents and warrants to the Buyer as follows: (6.1.1) Authority of Seller - Seller has full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing or at the time of the Close of Escrow will be duly authorized, executed and delivered by Seller and do not and at the time of the Close of Escrow will not violate any provisions of any agreement or judicial order to which Seller is a party or to which the Seller or Property are subject. (6.1.2) Laws and Regulations - Seller represents, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property, at law, or in equity before any court or governmental agency, domestic or foreign. Seller represents, there are no condemnation, environmental, zoning or other land-use regulation proceedings either instituted or planned to be instituted, which could detrimentally effect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings effecting the Property. (See Contract for more	KCCD	KCCD		



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256	\$600.00	05/03/12	Tim Brown / Bill Henry	2362 / 2459	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. (a) Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (b) Nothing in this section concerning minimum in insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.	Yes	Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	PC		entered 5/14/12
257	N/A	04/06/06	Rhonda Dickey	2492	unknown		City agrees to indemnity, defend, and hold harmless the college and district from and against any and all liabilities, losses, claims, demands, expenses, and legal costs arising from the performance of the contracted services.	unknown	not included	PC		

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258	\$3,000.00	04/06/06	John Means (Peter DeArmond)	5036	unknown		District shall indemnify, defend and hold harmless City and its officers, Councilperson, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in way connected with an act or omission by or on behalf of District but only to the extent caused by District's act or omission.	unknown	not included	BC	9/22/2010	Response from Denise Taylor - this agreement is terminated.
259	\$5,900.00	11/02/06	Nick Strobel	4526	unknown		Clark Planetarium agrees to defend, indemnify and hold Exhibitor harmless from any claims, demands, actions, lawsuits or penalties arising out of Clark Planetarium's breach of this warranty.	unknown	not included	BC Planetarium	12/14/2009	perpetual - no end date

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
260	\$696,000.00	12/08/05	Eddie Alvarado	5143	unknown		Both parties will defend, indemnify and hold Nextel harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by Licensee of any warranty, representation, agreement or obligation contained herein.	In addition to any other representations and warranties contained in this agreement, each party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this agreement; (b) it has taken all requisite corporate action to approve the execution, delivery and performance of this agreement; (c) this agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and (d) its execution of and performance under this agreement will not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligation.	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
261	4 hrs/week @ \$400/week	06/10/10	Joyce Coleman / Nan Gomez-Heitzeberg	4614 / 4406	Contractor shall obtain, pay for and maintain in effect during the life of agreement the following policies of insurance issued by an insurance company admitted to do business in California or otherwise satisfactory to District: (1) <u>general liability insurance</u> with minimum coverage limits of \$1,000,000 per occurrence (\$2 million annual aggregate); (2) <u>automobile liability insurance</u> as required by state law; (3) <u>professional liability insurance</u> (malpractice) with a limit of liability of not less than \$1,000,000 per occurrence (2 million annual aggregate); and (4) <u>workers' compensation insurance</u> as required under state law. KCCD shall be named as an additional insured with respect to general liability and professional liability coverage. Contractor shall furnish KCCD with a certificate or certificates of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy.		Each party shall be solely responsible for its own claims, liabilities, damages, injuries, suits, demands, and expenses of any kind whatsoever (including, without limitation, attorney's fees and costs of defense), which may arise out of or result from any alleged malfeasance, negligence, misconduct, error or omission caused, or alleged to have been caused, by such party, or by a member, partner, joint venture, shareholder, employee, representative agent, successor, assign, or contractor of such party, in connection with the performance of this Agreement.	unknown	not included	Delano Ctr.		entered 6/24/10; 1/3/12 Nan Gomez-Heitzeberg--Yes will renew.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
262	\$100.00 per hour *Expense \$30.00 per hr. (See Note * far right)	07/08/10	Patricia Rapp / Joyce Coleman		(A.) Contractor shall obtain, pay for and maintain in effect during the life of this agreement the following policies of insurance issued by an insurance company admitted to do business in California or otherwise satisfactory to District: (1) <u>General liability insurance</u> with minimum coverage limits of \$1,000,000 per occurrence; (2) <u>automobile liability insurance with minimum coverage</u> as required by state law; (3) <u>professional liability insurance</u> (malpractice) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by state law. (B) Contractor shall furnish KCCD with a certificate or certificates of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage. Contractor shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy. (C) On expiration or termination of this Agreement, Contractor shall provide ongoing professional liability insurance to cover errors and omissions occurring during the life of the Agreement, regardless of when claims arise based on those errors or omissions.		Each party shall be solely responsible for its own claims, liabilities, damages, injuries, suits, demands, and expenses of any kind whatsoever (including, without limitation, attorney's fees and costs of defense), which may arise out of or result from any alleged malfeasance, negligence, misconduct, error or omission caused, or alleged to have been caused, by such party, or by a member, partner, joint venture, shareholder, employee, representative agent, successor, assign, or contractor of such party, in connection with the performance of this Agreement.	unknown	not included	BC		entered 7/16/10 (See Amendment below)

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263	\$100.00 per hour 142 hours = \$14,200; Not to exceed 16 hrs/week (mental health services) Total not to exceed = \$1600 per week	07/08/10	Joyce Coleman / Joyce Ester		(A.) Contractor shall obtain, pay for and maintain in effect during the life of this agreement the following policies of insurance issued by an insurance company admitted to do business in California or otherwise satisfactory to District: (1) <u>General liability insurance</u> with minimum coverage limits of \$1,000,000 per occurrence; (2) <u>automobile liability insurance with minimum coverage</u> as required by state law; (3) <u>professional liability insurance</u> (malpractice) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by state law. (B) Contractor shall furnish KCCD with a certificate or certificates of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage. Contractor shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy. (C) On expiration or termination of this Agreement, Contractor shall provide ongoing professional liability insurance to cover errors and omissions occurring during the life of the Agreement, regardless of when claims arise based on those errors or omissions.		Each party shall be solely responsible for its own claims, liabilities, damages, injuries, suits, demands, and expenses of any kind whatsoever (including, without limitation, attorney's fees and costs of defense), which may arise out of or result from any alleged malfeasance, negligence, misconduct, error or omission caused, or alleged to have been caused, by such party, or by a member, partner, joint venture, shareholder, employee, representative agent, successor, assign, or contractor of such party, in connection with the performance of this Agreement.	unknown	not included	BC	1/10/2012; follow up--5/17/12	updated 3/15/11; 1/10/12 Per Nan Gomez-Heitzeberg--discussions in process regarding a new contract.

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264	\$15,000.00	03/08/12	Terri Hicks / John Means	5012 / 5036	unknown	unknown	unknown	unknown		KCCD		entered 3/16/12

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265	\$699,136.35	07/09/09	Stephen Kegley	4057	unknown		(12.1.1) District Indemnification Obligations. District agrees to defend, indemnify, and hold Sponsor harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees related to: (i) District's material breach of this Agreement; (ii) for injury to, including death of person (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the rights conveyed herein; and (iii) all claims, demands or litigation alleging that any of the District Marks violates or infringes on trademarks, tradenames, copyrights, or other propriety rights provided that such tradenames, trademarks, and copyrights have been used in the exact manner provided by District, with loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified. (12.1.2) Sponsor Indemnification Obligations. Sponsor shall defend, indemnify, and hold District harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees related to: (i) Sponsor's material breach of this Agreement; and (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of damage to property in any manner arising from the negligence of Sponsor, its employees, and agents in the course of their duties	District represents, warrants and covenants to Sponsor as follows: (10.1.1) District has full power and authority to enter into this Agreement and to grant and convey to Sponsor the rights set forth herein. (10.1.2) All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms. (10.1.3) District has the exclusive right to license the District Marks. (10.1.4) District has not entered into, and during the Term of this Agreement, will not enter into: (a) any other agreements (including agreements with any Broadcaster of any other sponsors of the Campus and/or any Team) which would prevent it from fully complying with the provisions of this Agreement; or (b) any agreement granting Beverage availability or merchandising or promotional or advertising right that are inconsistent with the rights granted to Sponsor pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, and/or other entities	not included	KCCD, BC		entered 7/15/10



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266	\$4,500.00	07/14/11	Joyce Ester	4204	unknown		To the extent allowed by law, School will at all times defend, indemnify and hold harmless CCN and its affiliates, subsidiaries, officers, directors, shareholders, employees, accountants, attorneys, agents, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach of any warranty, representation, covenant or agreement made by the School in this Agreement or the development, operation or maintenance of the School's Career Center's site. The foregoing indemnity is conditioned upon: prompt written notice by CCN to the School of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by the School; and such reasonable cooperation by CCN in the defense as the school may request. To the extent allowed by law, CCN will at all times defend, indemnify and hold harmless the School and its affiliates, subsidiaries, officers, directors, shareholders, employees, accountants, attorneys, agents, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach of any warranty, representation, covenant or agreement made by CCN in this Agreement or the development, operation or maintenance of the CCN	Except as specifically stated herein, the Career Services Central ASP and related Web site are made available solely on an "as is" basis, CCN assumes no responsibility for errors, omissions and misrepresentations by persons entering data about job opportunities or information supplies by the school or individuals entering resumes or other data. In no event will CCN be responsible for any special, incidental or consequential damages in connection with the Career Services Central ASP. Each party expressly disclaims any warranties, express, implied, or statutory, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Without limiting the generality of the foregoing, neither party makes any express or implied warranties or representations with respect to such party's site, and neither party shall be liable for the consequences of any interruptions or errors related thereto. CCN specifically disclaims all liability for the school's site and the school specifically disclaims all liability for the CCN site and the content therein. Except as expressly set forth in this agreement, neither party makes any express or implied warranties or	not included	BC		entered 7/27/11

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267	N/A	06/13/02	Valerie Lombardi	2322	unknown		unknown	unknown		PC		
268	\$5,362.50	06/08/06	Heather Ostash/Jill Board	6219/6249	unknown		Institution, at its own expense, shall defend, indemnify, and hold harmless Teaching Gear, its agents, affiliates, successors, and assigns with respect to any claim or action brought against Teaching Gear, its agents, affiliates, successors, and assigns arising out of or in connection with the operation, condition, or content of Institution's Application, any Web page, website, or other Internet graphical or non-graphical interface; any use of Internet facilities conducted or permitted by Institution; the conduct of any business, advertising, marketing or sales in connection therewith; and any negligent or illegal act or omission of Institution or any of its agents, contractors, servants, employees, or other users or accesses. Teaching Gear shall promptly notify Institution of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Institution to control the defense and/or settlement thereof.	unknown	not included	CC		

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269	\$2,000.00	06/14/07	Heather Ostash/Jill Board	6219/6249	unknown		unknown	unknown	not included	CC	9/22/2010	
270	\$7,500.00	09/07/06	David Teasdale (Susan Scaffidi)	5011	unknown		Licensee agrees to indemnify Licensor against all damages, costs, and expenses arising out of Licensee's breach of any of its obligations hereunder and of the actions of the Licensee (including its agents and employees), relevant to the operation of the LORP, except those arising from acts, omissions, materials or services of the Licensor. Licensor agrees to indemnify Licensee against all damages, costs, and expenses arising out of Licensor's breach of any Licensor's obligations hereunder, and the actions of Licensor (including its agents and employees), relevant to the operation of the LORP, except those arising from acts or omissions of the Licensee.	unknown	not included	BC	8/17/2009	
271	\$ .20 per pound for food received and \$250 annual membership fee	05/06/10	Joyce Coleman	4051	unknown		unknown	unknown	not included	BC		entered 5/12/10

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272	\$530 - Travel	12/11/08	Dr. James Fay	760-384-6201	unknown		unknown	unknown	not included	KCCD	12/15/2009	
273	N/A	03/03/10	Jill Board / Gale Lebsock	6249	unknown		Both parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under its agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers.	unknown	not included	CC		
274	\$14,500.00	11/05/09	Kellie Van Westen	5104	unknown		unknown	unknown	not included	KCCD		

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275	\$14,161.00	04/12/12	Anna Agengo / Bonnie Suderman	4463 /4202	unknown		unknown	unknown	not included	BC		updated 05/01/12
276	\$9,762.00	11/10/11	Anna Agengo / Bonnie Suderman	4463 /4202	unknown		unknown	unknown	not included	BC		updated 11/22/11
277	\$3,100.00	12/16/10	Lorie Barker	2370	unknown		unknown	unknown	not included	PC	8/29/2011	updated 1/11/11

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278	\$6,093.00	12/16/10	Lorie Barker	2370	unknown		unknown	unknown	not included	PC	8/29/2011	entered 1/11/11
279	\$6,525.00	12/15/11	Lorie Barker	2370	unknown		unknown	unknown	not included	PC	8/29/2011	entered 1/11/12

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280	\$983.00	12/15/11	Lorie Barker	2370	unknown		unknown	unknown	not included	PC		entered 1/11/12
281	\$24,997.00	12/15/11	Lori Barker	2370	unknown		unknown	unknown	not included	PC		entered 1/12/12

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282	\$17,754.19	11/10/11	Julie Cornett / Corey Marvin / Gale Lebsock									
283	\$3,100 - Amt adjusted for attrition from FTE Cost Legend	02/10/11	Sara Witknowski / Julie Cornett									
284	\$20,000.00	11/05/09	Sandra Serrano	5104								

updated  
11/16/11

entered 3/14/11



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285	\$6,000.00		Sandra Serrano	5104	unknown		unknown	unknown	not included	KCCD/PC		
286	\$5,000.00		Abe Ali	5141	unknown		unknown	unknown	not included	KCCD/BC	8/4/2011	entered 5/12/10

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287	\$6,260.00	02/10/11	Suzanne Galindo/ Frank Ronich	5040/5048	(7.1) Neither party shall be liable to the other in connection with any single event or series of related events for any special, incidental, indirect or consequential loss or damage including, but not limited to, loss of profits, loss of business revenue, failure to realize expected savings, loss of data or other commercial or economic loss of any kind even if either party has been advised of the possibility of these losses or damages, and regardless of the form of action, whether in contract or in tort including negligence or based upon any other legal or equitable theory. (7.2) No party shall be liable to the other Party by reason of any Agreement if such failure arises out of causes wholly or substantially beyond the reasonable control and without the fault or negligence of such party. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God or the public enemy, acts of the other party, acts of civil or military authority, fires, strikes, power surges or the unavailability of energy sources, delay in transportation, riots or war. (7.3) Notwithstanding anything to the contrary in this Agreement, the maximum liability of Competitive Edge Software to the Client, regardless of the cause or form of action, shall be the amount paid by the Client to Competitive Edge Software pursuant to the last payment by the Client to Competitive Edge Software.	unknown		(5.1) Competitive Edge Software warrants that the report exec direct TM service will be provided in a timely, competent and workmanlike fashion. (5.2) Although Competitive Edge Software will make its best effort to deliver an acceptable service, Competitive Edge Software does not warrant that the services provided will be error free or satisfy all of the requirements of the Client. (5.3) Competitive Edge Software will use all commercially reasonable efforts to correct any error, in a timely fashion, that may be discovered by Competitive Edge Software or the Client. (5.4) Notwithstanding the foregoing, except as expressly stated in this Agreement, Competitive Edge Software makes no warranty of any kind whatever, express or implied, statutory or otherwise and all such warranties are specifically excluded from this Agreement.	not included	BC, CC, PC		entered 2/23/11

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288	\$4,260.00	unknown					<p>If the Licensor shall be required to pay or be obligated to pay any funds to any person, persons or other entities as a result of actions by licensee under this agreement, such as unauthorized captioning or subtitling of video tape or other media in violation of third party rights, then the licensee shall hold harmless. Indemnify and pay to the licensor all such costs and expenses which shall include but are not limited to attorneys' fees, court costs, related litigation expenses and all monetary settlements; provided that in the case of settlements, that such obligations shall require the concurrence of licensee to the settlement agreement.</p>	<p>Licensor warrants that for one year after date of delivery, the software named in Schedule A will conform to the description of the Software on the date this agreement was signed, and will be free of known defects which substantially affect software performance. In order to make a warranty claim, the Licensee must notify in writing. If the software is found defective by the Licensor, Licensor's sole obligation under this one year warranty is to remedy such defect in a manner consistent with Licensor's regular business practices, as described in the Section titled "Support and Updates of Software" of this agreement. The above is a limited warranty and is the only warranty made by licensor.</p> <p>Licensor makes and licensee receives no other warranty, express or implied, and there are expressly excluded all warranties of merchant ability and fitness for a particular purpose. Licensor shall have no liability with respect to its obligations under this agreement for consequential, exemplary, or incidental damages event if it has been advised of the possibility of such damages. The stated express warranty is in lieu of all warranties, liabilities or obligations of licensor for damages arising out of or in connection with the delivery, use,</p>	not included	BC		
289	N/A	09/06/07	Jill Board	6249			unknown	unknown	not included	CC		

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290	\$955.50-BC; \$95.50-PC; Total of \$1,911	03/05/09	Cindy Collier	4282	unknown			Licensee represents and warrants that the person who is signing this agreement is authorized to bind licensee; Licensee has performed all necessary statutory and corporate actions to have the appropriate authority to enter into this agreement and comply with its provisions; Licensee will abide by the terms and conditions of this agreement; and Licensee's entering into this agreement and its performance and obligations under this agreement will not conflict with or violate the rights of any third party.	not included	BC, CC		
291	\$600,000.00	unknown	Ed Knudson	4305	unknown			unknown	not included	BC		
292	\$250,000.00		Ed Knudson	4305	unknown			unknown	not included	BC		

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293	R=\$11,400.00; E=\$5,300.00	08/11/11	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal	unknown	not included	CC		entered 9/6/11

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294	R=\$3,375 per course; E=\$1,249 per course; Net Income \$8,504	07/12/12	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement of breach of its terms.	unknown		CC		entered 7/25/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
295	R=\$5,000; E=\$4,148	04/12/12	Tim Capehart / Cindy Collier /Nan Gomez	4117	unknown		Speaker/Trainer agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind of nature, which arise out of or are in any way connected with any act or omission of Speaker/Trainer or Speaker/Trainer's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Speaker/Trainer by any person or entity.	unknown	not included	BC		entered 5/3/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
296	\$60,000 per yr	08/12/10	Valerie Karnes / Dr. James Fay	6261	unknown		unknown	unknown	not included	CC		entered 8/19/10



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes	
297	\$36,579.00	02/09/12	Nancy Johnson / John Means	5039 / 5036	Agency, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Agency's actions in connection with the performance of Agency's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Agency shall not perform any work under this Agreement until Agency has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements et forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Agency shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Agency shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Agency shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Agency or County as an additional insured. (a) Workers' Compensation and		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Agency by any person or entity.						

entered 2/27/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
298	N/A	11/05/09	Eddie Alvarado	5137	(1) <u>Commercial General Liability</u> : \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury and property damage and including contractual liability coverage. The County and its officers, employees, and agents shall be included on the required Commercial General Liability policy and additional insured, using ISO form CG2026 or an alternate form that is least as broad as form CG2026. (2) <u>Automobile Liability</u> : \$1,000,000 per accident for bodily injury and property damage, or split limits of \$500,000 per accident for property damage. (3) <u>Workers Compensation</u> : Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident/disease/policy limits. To the fullest extent allowable by law the policy shall include a waiver the insurer's subrogation rights against the County. (4) <u>Professional Liability</u> : \$1,000,000 limit per claim or wrongful act and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions. (5) <u>Deductibles</u> : Contractor shall disclose on the insurance certificate and be responsible for any deductibles and shall not look to County for recovery from any loss under Contractor's self insured retention, self-insurance, or insurance coverages. Permission is granted to Contractor to self insure any of the required coverages. (See contract for more information on Insurance Conditions.)		Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor. Contractor's liability for indemnity under this Agreement shall apply regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
299		04/06/95	Carol Brown (Assist.), Rosa Carlson, PC President	unknown			Each party shall hold every other party harmless, defend and indemnify such party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of its activities or the activities of its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.	unknown	not included	PC	3/30/2010	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
300	\$100,000.00	11/10/11	Maria Roman, Steve Schultz	2218	Prior to approval of this Agreement by County, Contractor shall file with the Purchasing Agent evidence of the required insurance as set forth in Exhibit C attached.		Each party shall hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, arising out of the activities of such indemnifying party or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims alleging civil rights violations under Government Code sections 12920 et seq. beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.	Software warranty: Contractor warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations or results.	not included	PC		updated 12/01/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
301	\$600.00	02/09/12	Richard Casagrande / John Means	5014 / 5036	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the intensification provisions of this Agreement.</p>		<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	unknown	not included	KCCD		entered 2/21/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
302	\$1,200.00	02/09/12	Richard Casagrande / John Means	5017 / 5036	Each party agrees it will, to the extent applicable, carry and maintain at its own cost and expense the following insurance coverages (or will legally qualify to self-insure for such coverages), except that California Compliance School needs not carry item (c) below: (a) Comprehensive general liability insurance, including contractual inability and liability for personal injury, bodily injury, property damage, and completed operations liability with a combined single limit of not less than \$1,000,000 each occurrence. (b) Automobile liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with the performance of the Agreement for bodily injury or property damage with a combined single limit of not less than \$1,000,000 each occurrence. (c) Liquor liability insurance with a combined single limit of not less than \$1,000,000 each occurrence.		Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owner from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.	unknown	not included	KCCD		entered 2/21/12
303	N/A	07/14/11	Sue Vaughn / Joyce Ester	4049 / 4204	unknown		Indemnify and hold harmless CI for any costs incurred by CI resulting from Institution's failure to comply with this agreement including, but not limited to: attorney's fees, court costs and any actual or special damages.	unknown	not included	BC		entered 7/25/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
304	\$1.00 per transcript delivered to college. W/be subtracted from trans fees forwarded to colleges from credentials	04/02/09	Sue Vaughn	4049	Credentials agrees to maintain Worker's Compensation at the Statutory Limits and Comprehensive General Liability insurance in the amount of \$1,000,000.00 per occurrence with companies acceptable to the Institution. Credentials further agrees to provide the Institution with a Certificate of Insurance upon written requests from the Institution.		Each party agrees to hold the other harmless from any monies paid as a result of third party claims arising out of breach of its respective representations, warranties and agreements herein.	Institution represents and warrants that during the term of this agreement the information furnished by Institution to Credentials will be accurate.	not included	BC, CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
305	approximately \$0.75 per student record	04/02/09	Sue Vaughn	4049	Credentials agrees to maintain WC at the Statutory Limits and Comprehensive General Liability insurance in the amount of \$1,000,000.00 per occurrence with companies acceptable to the Institution. Credentials further agrees to provide the Institution with a Certificate of Insurance upon written request from the Institution.		Each party agrees to hold the other harmless from any monies paid as a result of third party claims arising out of breach of its respective representations, warranties and agreements herein.	Credentials represents and warrants that during the term of this agreement it will be and remain in compliance with all applicable laws and regulations governing the Services; and assure accuracy of reports furnished by Credentials and proper management of all files to maintain system integrity, accuracy, and security.	not included	BC, CC, PC		See Addendum below
306		07/08/10	Sue Vaughn	4049	see above		see above	see above	not included	BC, CC, PC		entered 7/14/10



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
307	\$30,000.00	02/10/11	Hamid Eydgahi / Nan Gomez-Heitzeberg	4921	The Subcontractor shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on "occurrence" basis and provided by insurers that are subject to the approval of the Foundation: (1) Worker's Compensation and Employer's Liability insurance, as required by law; (2) Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits (or aggregate limits twice this amount); and (3) Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits (or aggregate limits twice this amount). If the term of this Agreement exceeds twelve (12) months, then the Foundation may in its sole discretion, and upon thirty (30) days' advance written notice to the Subcontractor, require that the Subcontractor, at Subcontractor's sole cost and expense, acquire insurance having: (i) higher coverage limits, and/or (ii) additional types or amounts of coverage. Within fourteen (14) days after such a directive being made by the Foundation to the Subcontractor, Subcontractor shall provide the Foundation certificates of insurance evidencing compliance with such directive.		The Subcontractor shall hold harmless, defend, and indemnify the Foundation; the Trustees of the California State University; the State of California; California State University, Fresno; and all of said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers, from and against all claims, damages, costs, expenses, liabilities and/or or losses arising out of, resulting from, or relating to: (1) the failure of the Subcontractor to perform its obligations under the Agreement or the performance of its obligations in a willful or negligent manner; (2) the inaccuracy of, or failure to adhere to, any representation or warranty by the Subcontractor given in accordance with or contained in the Agreement; and (3) any claim of damages or loss by any supplier or laborer arising out of any alleged act or omission of the Subcontractor or anyone directly or indirectly hired or employed by the Subcontractor; and (4) all claims, damages and losses arising out of, resulting from, or relating to the negligent acts of omissions or willful misconduct of the Subcontractor or anyone directly or indirectly hired or paid by the Subcontractor, or anyone for whose acts the Subcontractor may be liable. The obligation to indemnify pursuant to this Article shall be effective and shall extend to all such claims and losses in their entirety, even when such claims or losses arise from the comparative negligence of the	unknown	not included	BC		entered 03/11/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
308	\$30,000.00	02/10/11	Hamid Eydgahi / Nan Gomez-Heitzeberg	4921	The Subcontractor shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on "occurrence" basis and provided by insurers that are subject to the approval of the Foundation: (1) Worker's Compensation and Employer's Liability insurance, as required by law; (2) Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits (or aggregate limits twice this amount); and (3) Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits (or aggregate limits twice this amount). If the term of this Agreement exceeds twelve (12) months, then the Foundation may in its sole discretion, and upon thirty (30) days' advance written notice to the Subcontractor, require that the Subcontractor, at Subcontractor's sole cost and expense, acquire insurance having: (i) higher coverage limits, and/or (ii) additional types or amounts of coverage. Within fourteen (14) days after such a directive being made by the Foundation to the Subcontractor, Subcontractor shall provide the Foundation certificates of insurance evidencing compliance with such directive.		The Subcontractor shall hold harmless, defend, and indemnify the Foundation; the Trustees of the California State University; the State of California; California State University, Fresno; and all of said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers, from and against all claims, damages, costs, expenses, liabilities and/or or losses arising out of, resulting from, or relating to: (1) the failure of the Subcontractor to perform its obligations under the Agreement or the performance of its obligations in a willful or negligent manner; (2) the inaccuracy of, or failure to adhere to, any representation or warranty by the Subcontractor given in accordance with or contained in the Agreement; and (3) any claim of damages or loss by any supplier or laborer arising out of any alleged act or omission of the Subcontractor or anyone directly or indirectly hired or employed by the Subcontractor; and (4) all claims, damages and losses arising out of, resulting from, or relating to the negligent acts of omissions or willful misconduct of the Subcontractor or anyone directly or indirectly hired or paid by the Subcontractor, or anyone for whose acts the Subcontractor may be liable. The obligation to indemnify pursuant to this Article shall be effective and shall extend to all such claims and losses in their entirety, even when such claims or losses arise from the comparative negligence of the	unknown	not included	BC		entered 6/28/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
309	unknown at this time	03/06/08			KCCD shall provide insurance coverage for fire, vandalism, and malicious mischief to buildings and contents. CSUB shall be responsible for insurance of its equipment. CSUB agrees to maintain in full force and effect coverage of not less than \$1,000,000 for bodily injury and general liability insurance, which protects and insures against any and all liability attributable to CSUB or its employees arising from the activities referred to in this agreement, or as shall be provided to KCCD. CSUB will provide KCCD with copies of endorsed certificates of insurance naming KCCD as an additional insured.		CSUB shall indemnify and hold harmless KCCD, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or in connection with CSUB's performance of its obligations under this agreement, caused in whole or in part by any negligent act or omission of SUB, or anyone directly employed by CSUB, or anyone for whose acts CSUB may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of KCCD, its Board of Trustees, officers, agents, and/or employees. KCCD shall indemnify and hold harmless CSUB, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or in connection with the KCCD's performance of its obligations under this Agreement, caused in whole or in part by any negligent act or omission of KCCD or anyone directly employed by KCCD, or anyone for whose acts KCCD may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CSUB, its Board of Trustees, officers, agents and/or employees.	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
310	1st yr=\$443,892; 2nd yr=\$575,068	02/05/09	Ed Knudson	4305	unknown		Agency shall indemnify, protect, defend and hold harmless District, its agents, officers and employees from and against any and all claims for damages or other liability to any program participant, non-participant, or third party, including costs of suit and any legal services necessarily incurred in connection therewith, which may arise out of any act or omission of District, its officers, employees, agents, or project participants in connection with District's involvement with this agreement provided, however, Agency shall not hold District harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from any willful misconduct or negligence (whether sole, joint, concurrent or otherwise) of the District, its officers, agents or representatives, or employees. SAME FOR DISTRICT.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
311			Mildred Lovato	4204	(1) <u>Comm General Liab insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) <u>Workers' Compensation insurance</u> as required under state law. Each policy shall contain an endorsement naming District as an additional insured insofar as this agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.		Both parties shall indemnify, protect, defend and hold harmless "District/Agency", its agents, officers and employees from and against any and all claims for damages or other liability to any program participant, non-participant, or third party, including costs of suit and any legal services necessarily incurred in connection therewith, which may arise out of any act or omission of "District/Agency" its officers, employees, agents, or project participants in connection with "District/Agency" involvement with this agreement provided, however, "District/Agency" shall not hold "District/Agency" harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from any willful misconduct or negligence (whether sole, joint, concurrent or otherwise) of the "District/Agency", its officers, agents or representatives, or employees.	unknown		KCCD	1/12/10 - sent to Nan Gomez-Heitzeberg	
312	N/A	unknown	Kathy Bennett	unknown			To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the State of California, the other party and all its agents, attorneys, officers, and employees against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including, but not limited to, attorney fees) brought for or on account of injuries to or death of any person or persons or business entity, including the loss of use thereof, arising out of, or alleged to rise out of, or resulting from the provisions of services.	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
313	\$425.00 (Jetscan) plus tax; \$150.00 (printer); Total \$575.00	12/11/08	Stephen Kegley	4492	unknown		unknown	unknown	not included	BC	2/1/2010	
314	\$15,000.00	11/10/11	Natalie Dorrell / Gale Lebsock	6370	unknown		unknown	unknown	not included	CC		entered 12/5/2011
315	\$9,800 one time fee plus \$3,000 per bond series for a total of \$24,800.	04/03/08	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		

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316	\$11,475 est.	02/05/10	Bonnie Suderman	4202	unknown		unknown	unknown	not included	BC		
317	\$2,104.43	08/08/08	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
318	\$1,500 per Project; total number of projects to assign not yet determined. Pmnt subject to completion of DS close-out only	04/14/11	Rick Wright	5182	Consultant shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (error and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.		Consultant shall defend, indemnify and hold harmless District, its officers, agents and employees from and against any and all suits, claims and liabilities resulting from negligent acts or omissions of Consultant, its officers, agents or employees in performing services under this Agreement or while otherwise present on District's premises. Consultant agrees to require indemnification and insurance provisions from its sub-consultant, including that sub-consultant will hold District harmless from and against any claims made by sub-consultant against the District for services rendered on a District project hereunder.	unknown	not included	KCCD		entered 4/21/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
319		05/06/04	Bonnie Suderman	4202	(1) <u>Comm Gen liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) <u>workers' compensation insurance</u> as required under state law. Risk policy of standard fire and extended risk property insurance coverage, including vandalism and malicious mischief endorsements, on the Joint Use Facilities in the amount of at least the replacement cost of the Joint Use Facilities. (see agreement for more information)		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this agreement or by the indemnifying party's act or omission in operating, repairing, using or permitting the use of the Joint Use of Facilities.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
320	unknown	09/15/05	Jim McGee	4601	unknown		Service Provider agrees to indemnify and hold Dell harmless from any and all damages, costs and expenses (including attorneys' fees and costs of court or settlement) arising out of or in connection with any claim by the End user or other third party arising out of the Service Provider's acts, omissions, misrepresentations, or breach of this Agreement, regardless of the form of action.	Warranty Replacement Part (Service Parts) are replacement parts covered by a Dell on-site service contract. (1) Dell will provide replacement parts on an exchange basis and will target next business day delivery. Service Provider must report each in-service contract repair to Dell technical support in advance and obtain Dell's authorization to return parts. (2) Service Parts are new or reconditioned, and are warranted for the remainder of the warranty term or service contract period of the Dell system in which the replacement part is installed. The type of labor coverage (parts-delivery, on-site, ore return-to-Dell) is determined by the type of labor coverage for the system in which it is installed. Service Provider agrees to maintain records of servicing in sufficient detail to permit Dell to confirm that parts exchanged come from Products that are under an appropriate service contract. Dell makes no warranties with respect to the services herein, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Dell expressly disclaims all warranties except for the warranties expressly stated for spare parts.	not included	BC		

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321	N/A	05/06/10	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		entered 5/13/10
322	N/A	12/15/11	Jill Board	6212	unknown		unknown	unknown	not included	CC		entered 1/12/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
323	N/A	02/01/07	Cheri Plett / Valerie Karnes	760-384-6151	unknown	unknown	unknown	unknown	not included	CC	2/1/2010 sent to Valerie Karnes.	Per T. Burke, term of Agreement should not be more than five years. Response from Cheri Plett -- Agreement will be renewed.
324	\$5,745.00	12/15/11	David Palinsky / Sean James	5170 / 5165	unknown	unknown	unknown	unknown	not included	KCCD		entered 1/17/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
325	N/A	09/07/06	Sue Vaughn	4049	<p>DATC Entity warrants and represents that (i) it is authorized to enter into this agreement (ii) this agreement was duly authorized, executed and delivered by it and is binding and enforceable against it in accordance with its terms and (iii) this agreement and the performance thereof does not conflict with any agreement, instrument or constituent documents to which DATC Entity is a party or which are binding on DATC Entity. DATC Entity covenants that it shall (i) comply in all material respects with all applicable foreign, national, state, regional and local laws, rules and regulations in performing its duties hereunder; (ii) conduct its business in a professional, ethical and good faith manner; (iii) not under any circumstances use any of drake's trademarks, trade names, service marks, logos, or other designations without Drake's prior written consent; and (iv) promptly inform Drake of any unauthorized use of any Test that comes to its attention and assist Drake in the enforcement of any of Drake's or any of Drake's licensor's rights.</p>		<p>Each party agrees to indemnify, defend and hold the other party and its officers, shareholders, employees, directors and agents harmless from and against any and all loss, damage, liability, award, claim, cost and expense (including reasonable attorneys' fees and disbursements) arising out of any claims, actions, or proceedings based directly or indirectly on the negligence, non-compliance with law, or the misconduct of the indemnifying party. Drake agrees to defend, indemnify and hold DATC Entity, its officers, employees, and agents harmless from all claims, expense, damage or liability based on any third-party claim that the Tests infringe on any copyright, patent or other proprietary rights or that the tests are inaccurate, defective, illegal or discriminatory.</p>	unknown	not included	BC		

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326	\$27,500.00	11/10/11	Debby Moberg / Laura Lorigo	4651 /	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional Insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 11/21/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
327	up to \$17,362	08/12/10	Gale Lebsock	6215	unknown		Grantee agrees to indemnify, defend and hold harmless District and District's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by District, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Grantee or Grantee's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of District; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Grantee by any person or entity.	unknown	not included	CC		entered 8/25/10
328	\$22,022.00	06/14/12	John Means / Jane Harmon	5036	unknown		Client agrees to defend, indemnify and hold EMSI harmless from and against any and all liability, obligations, judgments, causes of action and costs and expenses (including reasonable attorneys' fees) arising directly or indirectly out of the misuse of Analyst by Client, its agents or employees, including without limitation any and all special consequential damages.	unknown	not included	KCCD		entered 7/02/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
329	\$190.00	03/03/10	Sue Vaughn	4049	unknown		unknown	unknown	not included	BC	10/6/2010	
330	\$5,200.00	12/15/11	Cindy Collier / Nan Gomez-Heitzeberg	4282 / 4406	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	District		entered 1/17/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
331	N/A	06/11/09	Bonnie Suderman	4610	unknown		SBCCD and the KCCD/BC agrees to indemnify and hold each other harmless from any and all liabilities, losses, damages, claims, or causes of action (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to the KCCD's/BC's use or access of the EduStream web service and web-access portal. This indemnity provision specifically includes any liability resulting from any allegations of misappropriation or infringement of any intellectual property or privacy rights asserted by any third party related to content provided by the institution for access on EduStream.	The EduStream web service and web-access portal is made available to institutions and authorized users on an "as is" basis only and without any warranty of any kind. SBCCD makes no warranties or representations, express or implied, regarding the integration, accuracy, security, availability, quality, merchantability or fitness for any particular purpose of the EduStream product.	not included	BC		
332	N/A	11/05/09	David Palinsky	5170	unknown		SBCCD and the KCCD agrees to indemnify and hold each other harmless from any and all liabilities, losses, damages, claims, or causes of action (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to the KCCD's use or access of the EduStream web service and web-access portal. This indemnity provision specifically includes any liability resulting from any allegations of misappropriation or infringement of any intellectual property or privacy rights asserted by any third party related to content provided by the institution for access on EduStream.	The EduStream web service and web-access portal is made available to institutions and authorized users on an "as is" basis only and without any warranty of any kind. SBCCD makes no warranties or representations, express or implied, regarding the integration, accuracy, security, availability, quality, merchantability or fitness for any particular purpose of the EduStream product.	not included	KCCD		

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333	\$13,860.00	06/09/11	David Palinsky / Sean James	5170 / 5165	unknown		unknown	unknown	Yes	KCCD	1/10/2012	entered 7/18/11
334	\$100,000.00	04/12/12	Nancy Johnson / John Means	5039 / 5036	unknown		The District shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon Contractor for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of Contractor, its officers, employees, agents or any other person or persons under the Contractor's direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them. Contractor shall defend, indemnify and hold harmless the District, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorney's fees) by reason of liability imposed by laws upon the District for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions	unknown	not included	KCCD		entered 4/24/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
335	\$30,000.00	07/08/10	David Shahan / John Means	5039 / 5036	unknown		The District shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon Contractor for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of Contractor, its officers, employees, agents or any other person or person under the Contractor's direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them. Contractor shall defend, indemnify and hold harmless the District, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon the District for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions	unknown	not included	KCCD		entered 7/26/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
336	\$70,000.00	09/09/10	David Shahan / John Means	5039 / 5036	unknown		The District shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon Contractor for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of Contractor, its officers, employees, agents or any other person or person under the Contractor's direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them. Contractor shall defend, indemnify and hold harmless the District, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon the District for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions	unknown	not included	KCCD		entered 9/20/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
337	\$75,000.00	09/08/11	Nancy Johnson / John Means	5039 / 5036	unknown		The District shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon Contractor for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of Contractor, its officers, employees, agents or any other person or person under the Contractor's direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them. Contractor shall defend, indemnify and hold harmless the District, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon the District for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions	unknown	not included	KCCD		entered 9/29/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
338	\$62,000 (2yr cost)	11/04/10	Cindy Collier	4282	Each party shall obtain, pay for and maintain in effect during the term of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured for the insurance policies specified in 13 (1) and (2) above and insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification		Provided that (a) Customer promptly notifies Elsevier of all claims within ten (10) days of discover, (b) Elsevier has sole control and discretion over the defense of the claim, including the right to settle at any time, © the Customer agrees, at Elsevier's request and expense, to cooperate in defending the claim, and (d) Customer takes no action that, in Elsevier's discretion, is contrary to the best interests of Elsevier with respect to the claim, Elsevier shall indemnify, defend (at Elsevier's expense) and hold harmless Customer from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with a third party claim that the Product infringes a patent, copyright, trade secret, or other property right of such third party ("Third Party Claim").	Elsevier warrants that the Software, when operated on the Designated Operating System Platform, will perform substantially as described in the applicable Documentation during the Initial Term. In the event of breach of this warrant, Elsevier will correct any material defects in the Software, which render the Software unable to perform substantially as described in the applicable Documentation, of which Elsevier has been notified by Customer in writing. If it is possible to explain or replicate the defect, such notice shall include a reasonably detailed explanation of the alleged material defect as necessary to enable Elsevier to identify, reproduce and analyze such defect. This warranty shall not apply if: (a) the Software is not used in accordance with the Documentation; (b) any modifications are made to the Software by anyone other than Elsevier or its agents; (c) the Software is used in connection with software, hardware or other products other than the Designated Operating System Platform; (d) the defect is caused by Customer or any third party hardware, software or other products or modifications of the Software made at Customer's request; or (e) the Software is not properly installed.	not included	BC		entered 11/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
339	\$2,000 (2yr cost)	04/14/11	Kim Behrens / Bill Henry	3665 /2459	Each party shall obtain, pay for and maintain in effect during the term of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omission) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured for the insurance policies specified in 13 (1) and (2) above and insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification		(7.1) Indemnification. Provided that (a) Customer promptly notifies Elsevier of all claims within ten (10) days of discovery, (b) Elsevier has sole control and discretion over the defense of the claim, including the right to settle at any time, (c) the Customer agrees, at Elsevier's request and expense, to cooperate in defending the claim, and (d) Customer takes no action that, in Elsevier's discretion, is contrary to the best interests of Elsevier with respect to the claim, Elsevier shall indemnify, defend (at Elsevier's expense) and hold harmless Customer from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with a third party claim that the Product infringes a patent, copyright, trade secret, or other property right of such third party ("Third Party Claim").	(6.1.1) Warranty. Elsevier warrants that the Software, when operated on the Designated Operating System Platform, will perform substantially as described in the applicable Documentation during the Initial Term. In the event of breach of this warranty, Elsevier will correct any material defects in the Software, which render the Software unable to perform substantially as described in the applicable Documentation, of which Elsevier has been notified by Customer in writing. If it is possible to explain or replicate the defect, such not apply if: (a) the Software is not used in accordance with the Documentation; (b) any modifications are made to the Software by anyone other than Elsevier or its agents; (c) the Software is used in connection with software, hardware or other products other than the Designated Operating System Platform; (d) the defect is caused by Customer or any third party hardware, software or other products or modifications of the Software made at Customer's request; or (e) the Software is not properly installed. (6.1.2) Exclusive Remedies. Customer acknowledges and agrees that this Section 6.1 sets forth Elsevier's sole and exclusive liability, and Customer's sole and	not included	PC		Entered 5/10/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
340	\$58,480.00	11/06/08	David Palinsky	5170	unknown	unknown		EMC warrants that it shall perform CCPM in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the date on which such failure first occurs. Customer's exclusive remedy and EMC's entire liability under the foregoing warranty shall be for EMC to, at its option, (i) use reasonable efforts to re-perform the deficient services within a reasonable time, or replace any replacement parts which become defective within sixty (60) days after installation thereof; and (ii) if after reasonable efforts EMC is not able correct such deficiencies, refund the portion of any pre-paid CCPM fee that corresponds to such failure to perform.	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
341	\$20,000 estimate	07/12/12	Hamid Eydgahi	4921	Agency, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Agency's actions in connection with the performance of Agency's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Agency shall not perform any work under this Agreement until Agency has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Agency shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Agency shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Agency shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Agency or County as an additional insured. (a) Workers Compensation and Employers Liability Insurance		(a) Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and Counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement of behalf of Consultant by any person or entity. (b) If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Consultant or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary	unknown	not included	BC		updated 7/26/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
342	\$20,000.00	07/14/11	Bonita Steele / John Means plus cc: Valerie Karnes / Gale Lebsock	5046 / 5036 / 6258 / 6230	Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultants actions in connection with the performance of Consultants obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured. (a) Workers Compensation and		(a) Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and Counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement of behalf of Consultant by any person or entity. (b) If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Consultant or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary	unknown	not included	CC	1/10/2012; follow up--5/15/12	updated 8/2/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
343	\$498,960.00	12/07/06	Susan Scaffidi	4240	unknown		Contractor shall indemnify and hold harmless ETP, the State of California and their officers, employees or agents from and against any and all claims, liabilities, losses, damages, costs or expenses including reasonable attorney's fees (Claim) that arise from or are related to this Agreement. The provisions of Section 7 shall specifically apply to any Claim based on the action or omission of Contractor or its officers, employees, agents, consultants or vendors. The provisions of Section 7 shall survive termination of this Agreement.	unknown	not included	BC	12/15/2009	Response: ET10 - 0161 was approved for renewal; renewal in process.
344	\$104,474.00	05/05/11	Nancy Johnson / John Means	5039 / 5036	unknown		(5.14) Indemnification: Contractor shall defend, indemnify and hold harmless ETP along with its Panel, officers, employees or agents from and against any and all claims, complaints, demands, actions, causes of action, liabilities, losses, damages, judgments, awards, fines, settlements, costs or expenses including reasonable attorney's fees arising under this Agreement (Claim). The provisions of this section shall apply to any Claim based on the action or omission of Contractor or its officers, employees, agents or vendors, whether joint or several. ETP shall provide Contractor reasonable assistance in the defense of any Claim. However, EPT reserves the right to defend against a Claim or settle a Claim on its own behalf. Contractor shall not defend or settle in the name of ETP without prior written consent by the signatory of this Agreement for ETP. The parties shall give each other prompt written Notice of any Claim.	unknown	not included	KCCD		entered 5/25/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
345	N/A	7/15/05 & 8/3/2006			unknown		(A) EPOS either owns or has licenses for the software portion of the Services without infringing on the rights of others. Customer agrees to promptly notify EPOS of the institution of any litigation alleging infringement of any US or foreign patent arising from the use of any of the services that are the subject of this Agreement. (B) So long as this Agreement remains in effect, EPOS shall (1) defend at its expense and suit or proceeding brought against Customer to the extent it is based on an allegation that EPOS' Services infringe any valid US patents, trademark, service mark, copyright, registered design, or registered design right, trade secret or know-how belong to another party, if EPOS is notified promptly of such claim in writing and given full authority, information and assistance at EPOS' expense for the defense or settlement of same; and (2) pay those damages and costs awarded therein against Customer in the event said Services or portions thereof are held to constitute infringement by court of competent jurisdiction. <b>(See contract for more information).</b>	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
346	\$2,006.90	09/09/10	Todd Coston	5187	<p>(b) Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this action, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>(a) Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>					

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
347	\$216.50	03/03/10	Jim McGee / Bonnie Suderman	4601 / 4610	unknown		ESRA shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that Software infringes a U.S. patent, copyright, or trademark, provided (a) Licensee promptly notifies ESRA in writing of the claim; (b) Licensee provides documents clearly describing the allegations of infringement; (c) ESRA has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and (d) Licensee cooperates fully in the defense of the claim.	Except as otherwise provided in this Article 6, ESRA warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) media on which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.	not included	BC		

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348	\$3,600.00	07/10/08	Sean James	5165	unknown		KCCD shall indemnify, hold harmless and defend EthicsPoint and its directors, officers, employees and agents, at KCCD's expense, against any Adverse Consequences that EthicsPoint suffers arising from or relating to: (a) any claim arising out of and to the extent caused by any grossly negligent act or omission or intentional misconduct by KCCD, KCCD's employees, agents, invitees, licensees, or users; (b) any claim asserting or challenging the truth or veracity of a Report (and any Reported Information upon which a Report is based) made available to KCCD, or (c) any claim involving the use of a Report (and any Reported Information upon which a Report is based) by KCCD, by any person in the KCCD Reporting Hierarchy, or by any of KCCD's directors, officers, employees, agents or representatives. KCCD shall indemnify, hold harmless and defend EthicsPoint and its directors, officers, employees and agents, at KCCD's expense, against any Adverse Consequence related to KCCD's election to contest the disclosure (whether by subpoena, request for production or other similar legal request) of any Report, Reporter, KCCD Hierarchy and/or Reported Information relating to any Report made available to KCCD. (See contract for more information).	EthicsPoint warrants that it will provide the Services in a professional manner and with the degree of skill, care and judgment normally exercised by recognized professional firms performing similar services. EthicsPoint warrants that it will exercise commercially reasonable efforts to make Reports available to KCCD in the English language: (a) within 12 hours of receipt, for Reports submitted by a reporter in English and Spanish; and (b) within 48 hours (excluding weekends and US national holidays) of receipt, for Reports submitted by a Reporter in any language other than English or Spanish. EthicsPoint warrants that, during the term of this Agreement, the services will conform to its documentation and specifications when used in compliance with such documentation. Except as expressly provided otherwise in this agreement, EthicsPoint provides the services "As Is," with all faults, and disclaims all warranties, express or implied. The terms "Documentation" and "Specification," as used herein, include EthicsPoint's Business Continuity and Network Security Implementation plan as may be modified from time to time, and EthicsPoint's User Manuals as may be updated from time to time.	not included	KCCD		
349		12/12/02	Tom Burke	5124	unknown		Foothill agrees to hold harmless and indemnify KCCD, the Chancellor of the Calif Comm Coll and any colleges using the Software against any claims, actions or demands, including without limitation reasonable attorney and accounting fees, arising or resulting from breach of the warranties contained in this agreement.	unknown	Yes	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
350	\$10,000 annual fee	12/12/03	Clark Parsons; David Palinsky	5170	unknown		Foothill agrees to hold harmless and indemnify the signatory academic institution against any claims, actions or demands, including without limitation reasonable attorney and accounting fees, arising or resulting from breach of the warranties contained in this MOU. The signatory academic institution shall provide notice to Foothill promptly of any such claim, suit or proceeding, and shall assist Foothill, at Foothill's expense, in defending any such claim, suit or proceeding.	The software is provided "As Is", without warranty of any kind, expressed or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the contributors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings with the software.	not included	KCCD		
351			Clark Parsons; David Palinsky	5170	unknown		Foothill agrees to hold harmless and indemnify the signatory academic institution against any claims, actions or demands, including without limitation reasonable attorney and accounting fees, arising or resulting from breach of the warranties contained in this MOU. The signatory academic institution shall provide notice to Foothill promptly of any such claim, suit or proceeding, and shall assist Foothill, at Foothill's expense, in defending any such claim, suit or proceeding.	The software is provided "As Is", without warranty of any kind, expressed or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the contributors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use of other dealings with the software.	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
352	\$32,500.00	06/12/08	Bonnie Suderman	4202	unknown	unknown		unknown	not included	BC		

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353	\$3,430 -Total invoiced costs includes credit for FY '09-10 & founding member discount.	06/10/10	Bonnie Suderman	4202	unknown			ETUDES does not warrant superior performance of the application. Every effort will be made to ensure that the software is production-quality and operates at a high standard of performance.	Yes	BC		updated 6/24/10
354	\$2,159.59	09/09/10	Heather Ostash, Jill Board	6219, 6249	unknown		unknown	unknown	not included	CC	1/10/2012	updated 9/16/10
355	\$2,051.34	09/08/11	Paula Suarez / Heather Ostash / Gale Lebsock	6219, 6249	unknown		unknown	unknown	not included	CC	1/10/2012	Updated 9/28/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
356	\$9,522.75	09/04/08	Sharon Adams	4316	unknown	unknown	unknown	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
357	\$11,220; Annual=\$2,995; instructor materials=\$4100; 25 students materials =\$1,875; 25 student test fees = \$6,250	09/08/11	Nancy Johnson / John Means	5039	unknown		Company will indemnify, defend and hold harmless College from any and all expenses, damages and costs (including reasonable attorneys' fees and related costs) arising out of or in connection with any claim or action for injury or damages to persons or property claimed to have been caused by any act or omission of Company (including its agents and authorized representatives), excluding claims that arise from the negligence or willful misconduct of College (including its agents and authorized representatives) or the breach of any of College's obligations under this Agreement.	unknown	not included	KCCD	1/10/2012; followup- 5/16/12	original entered 7/26/11; updated 9/27/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes		
358	\$38,240; 32 trainees x \$1195= \$38,240	09/08/11	Nancy Johnson / John Means	5039	(b) Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.					unknown	not included	KCCD	1/10/2012; followup- 5/16/12	original entered 7/27/11; updated 9/27/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
359	\$47,082.75	07/12/07	David Palinsky	5170	unknown	unknown		<p>Noninfringement Warranty. Licensor represents and warrants that the Licensed Product, when properly used as contemplated herein, will not infringe or misappropriate any US copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, Licensor shall (i) defend through litigation or obtain through negotiation the right of Licensee to continue using the Licensed Product; (ii) rework the Licensed Product so as to make it noninfringing while preserving the original functionality, or (iii) replace the Licensed Product with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, Licensee may terminate all or any part of this Agreement and recover amounts paid for the infringing Licensed Product. <b>(See contract for more information).</b></p>	not included	KCCD	8/19/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
360	\$52,386.00	07/14/11	David Palinsky / Sean James	5170 / 5165	unknown	unknown		(a) Limited Warranty on Services. Contractor does not warrant that Client's use of the Covered Software will be uninterrupted or error free. Contractor represents and warrants that the services provided by Contractor under this Agreement will be performed in a commercially reasonable manner and in accordance with general industry standards. (b) Warranty Disclaimer. Except as stated in Section 5(a) above, contractor disclaims with respect to all services and all deliverables hereunder, all express and implied warranties, including any implied warranties of merchantability, title or fitness for a particular purpose.	not included	KCCD		entered 7/27/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
361	\$2,697.00	07/14/11	Kailani Knutson / Bill Henry	2435 / 2459	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement. In no event shall either party's liability of any kind include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.	not included	PC	1/10/2012	entered 7/25/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
362	\$10,800.00	11/10/11	Terri Hicks / John Means	5012 / 5036	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or materials change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement. In no event shall either party's liability of any kind include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.	not included	PC	1/3/2012	entered 12/01/11; 1/10/12--Per Terri Hicks, contract will NOT be extended.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
363	N/A	12/16/10	Eddie Alvarado	5141	unknown		<p>F5 will, at its expense, defend any suit brought against Customer based upon a claim that Customer's use of the Product in accordance with the terms of this Agreement directly infringes a valid U.S. or EU patent or copyright or misappropriates a third party trade secret (an "Infringement Claim"). F5 will pay costs and damages finally awarded against Customer directly attributable to any the Infringement Claim, but only on condition that (a) Customer promptly notifies in writing of the Infringement Claim, (b) Customer tenders control of the defense and settlement negotiations to F5, (c) Customer concerning such claim, and (d) Customer provides reasonable assistance to F5 when requested. F5 will have the right, at its option and expense, (i) to obtain for Customer rights to use the Product, (ii) to replace or modify the Product so it becomes non-infringing, or (iii) to terminate the applicable Evaluation Schedule and accept return of the Product. The foregoing, subject to the following restrictions, states the exclusive liability of F5 to Customer concerning claims of infringement.</p>	<p>The Product is provided "AS IS" and possibly with faults. F5 disclaims any and all warranties and guarantees express, implied or otherwise, not limited to the warranty of merchantability, the warranty of fitness for a particular purpose, and any warranty of non-infringement of the intellectual property rights of any third party. Customer will use the product at its own risk. F5 will not be liable to customer for any indirect damages incurred in using the product. In no event will F5 be liable for loss of profits, loss of use, loss of data, business interruption, nor for punitive, incidental, consequential, or special damages of any kind, even if advised of the possibility of such damages.</p>	not included	KCCD	entered 1/11/11	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
364	\$65,000 NTE \$20,000 per year	02/05/09	Tom Burke	5124	Consultant shall obtain, pay for and maintain in effect during the life this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) <u>workers' compensation insurance</u> as required under state law.		Consultant shall defend, indemnify and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Consultant, its officers, agents or employees in performing services under this Agreement or while otherwise present on District's premises.	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
365	\$9,500.00	06/14/12	Kim Behrens / Bill Henry	3665 / 2459	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsement required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	ATI warrants that it has the right and authority to make the personal and intellectual property of the products available pursuant to this Agreement, EXCEPT FOR THE FOREGOING, ATI'S SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS AND ATI AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.	not included	PC		entered 7/03/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
366	\$884.94	02/09/12	Richard Casagrande / John Means	5014 / 5036	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 2/21/12
367	\$300.00	07/12/12	Paula Suarez / Heather Ostash / Gale Lebsack	6219	unknown	unknown	unknown	unknown	not included	CC		entered 7/23/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
368	\$3,707.00	06/14/12	Candice Sifuentes / Bonnie Suderman	4202 / 4610	unknown		unknown	unknown	not included	BC		updated 7/19/12
369	\$3,707.00	06/14/12	Candice Sifuentes / Bonnie Suderman	4202 / 4610	unknown		unknown	unknown	not included	BC		updated 7/19/12
370	\$21,181.50	12/15/11	Candice Sifuentes / Bonnie Suderman	4202 / 4610	unknown		unknown	unknown	not included	BC		updated 01/13/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
371	N/A	05/05/11	Debra Rundell / Richard Post			unknown		unknown	not included	BC		entered 5/23/11
372	\$0.00	06/14/12	Richard Casagrande	5014	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/19/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
373	0 = approx 20 students	07/12/12	Richard Casagrande	5014	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/25/12
374	\$300.00	06/14/12	Jennifer Schwerin / Paula Suarez / Gale Lebsock	6276 / 6219	unknown		unknown	unknown	not included	CC		entered 7/19/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
375	\$325; anticipate earning \$1,00 - 2,000 in ticket sales	06/14/12	Tom Moran	4537	unknown		unknown	unknown	not included	BC		entered 7/19/12
376	\$2,000.00	06/14/12	Maria Roman / Steve Schultz	2364 / 2218	The organization shall maintain in full force during the term of this agreement, at the Organizations expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by the Organization or his/her agents, employees or representatives.		Institution and Organization each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability for injury, including death to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This obligation shall continue in full force and effect notwithstanding the expiration of the term of this Agreement. A completed/signed Agreement does not guarantee the referral or placement of a CalWORKS Work Study student within an Organization. The award for Work Study can be adjusted by the Institution at anytime. It is the Institutions responsibility to notify the Organization of the change in a Work Study award.	unknown	not included	PC		entered 6/28/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
377	R= \$based on FTES; E=\$136,850; reimbursement @ \$3.91/student contact hour not to exceed 35,000 student contact hours	12/11/08	Ed Knudson	4305	WC - Agency shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. Agency shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims made by its personnel in connection with performing services under this Agreement or any related ISA. Agency agrees to hold harmless, indemnify, and defend College from any liability resulting from its failure to process, investigate, defend, or pay any WC claims by Agency personnel connected with providing services under this Agreement or any related ISA. Agency is not responsible for non-Agency personnel who may serve as instructors or students who are not affiliated with Agency. These provisions may not be voided, modified, or waived by a related ISA. (A) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A- V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; and (4) WC insurance as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies		Both Agency and College shall defend, hold harmless, and indemnify, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. Agency shall have no obligation to defend, hold harmless, or indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and College shall have no obligation to defend, hold harmless, or indemnify Agency, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct. This	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
378	\$34,368.00	03/03/10	John Means	5036	unknown		In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnify party.	Contractor represents and warrants as of the date of execution of this Agreement: (a) The person or persons signatory to this Agreement and any document executed pursuant to this Agreement on behalf of Contractor, has full power and authority to bind contractor. (b) Authorization: The execution, delivery, and performance of this Agreement by contractor to the extent to be executed, delivered or performed by the contractor, has been duly authorized, do not require the consent or approval of any other person, regulatory authority or governing body; and do not conflict with, result in a violation of, or constitute a default under (i) any provision of its articles of incorporation or organization or bylaws, or (ii) any law, governmental regulation, court decree, or order applicable to contractor. (c) Litigation and Claims: To the best of contractor's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against contractor is pending or threatened, and no other event has occurred which may materially adversely affect contractor's ability to perform its obligations hereunder. (d) Financial Condition: Contractor has not (1) made a general	not included	Workplace Learning Center	(See Amendment No 1 below)	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
379	\$61,762.00	03/10/11	Dave Teasdale / John Means	5011 / 5036	unknown		In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnify party.	Contractor represents and warrants as of the date of execution of this Agreement: (a) The person or persons signatory to this Agreement and any document executed pursuant to this Agreement on behalf of Contractor, has full power and authority to bind contractor. (b) Authorization: The execution, delivery, and performance of this Agreement by contractor to the extent to be executed, delivered or performed by the contractor, has been duly authorized, do not require the consent or approval of any other person, regulatory authority or governing body; and do not conflict with, result in a violation of, or constitute a default under (i) any provision of its articles of incorporation or organization or bylaws, or (ii) any law, governmental regulation, court decree, or order applicable to contractor. (c) Litigation and Claims: To the best of contractor's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against contractor is pending or threatened, and no other event has occurred which may materially adversely affect contractor's ability to perform its obligations hereunder. (d) Financial Condition: Contractor has not (1) made a general	not included	Workplace Learning Center		updated 3/14/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
380	R=\$12,950; E=\$8,625	03/10/11	Dave Teasdale / John Means	5011 / 5036	unknown		In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnify party.	Contractor represents and warrants as of the date of execution of this Agreement: (a) The person or persons signatory to this Agreement and any document executed pursuant to this Agreement on behalf of Contractor, has full power and authority to bind contractor. (b) Authorization: The execution, delivery, and performance of this Agreement by contractor to the extent to be executed, delivered or performed by the contractor, has been duly authorized, do not require the consent or approval of any other person, regulatory authority or governing body; and do not conflict with, result in a violation of, or constitute a default under (i) any provision of its articles of incorporation or organization or bylaws, or (ii) any law, governmental regulation, court decree, or order applicable to contractor. (c) Litigation and Claims: To the best of contractor's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against contractor is pending or threatened, and no other event has occurred which may materially adversely affect contractor's ability to perform its obligations hereunder. (d) Financial Condition: Contractor has not (1) made a general	not included	Workplace Learning Center		updated 3/14/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
381	R=\$12,950; E=\$8,625	03/10/11	Dave Teasdale / John Means	5011 / 5036	unknown		In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnify party.	Contractor represents and warrants as of the date of execution of this Agreement: (a) The person or persons signatory to this Agreement and any document executed pursuant to this Agreement on behalf of Contractor, has full power and authority to bind contractor. (b) Authorization: The execution, delivery, and performance of this Agreement by contractor to the extent to be executed, delivered or performed by the contractor, has been duly authorized, do not require the consent or approval of any other person, regulatory authority or governing body; and do not conflict with, result in a violation of, or constitute a default under (i) any provision of its articles of incorporation or organization or bylaws, or (ii) any law, governmental regulation, court decree, or order applicable to contractor. (c) Litigation and Claims: To the best of contractor's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against contractor is pending or threatened, and no other event has occurred which may materially adversely affect contractor's ability to perform its obligations hereunder. (d) Financial Condition: Contractor has not (1) made a general	not included	Workplace Learning Center	updated 9/29/11	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
382	\$1,000.00	04/08/10	Nan Gomez-Heitzeberg	4406	(a) General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy from #CG 0001. Limits shall be not less than \$5,000,000.00 per occurrence for Fairtime Carnival Rides; \$3,000,000.00 per occurrence for Motorized Events ALL TYPES except arena or track motorcycle racing and go-cart racing; \$3,000,000.00 per occurrence for Rodeo Events ALL Types with a paid gate and any Rough Stock events; \$2,000,000.00 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 combines single limits per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000.00 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Ravel Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000.00 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required. (b) Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000.00 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds. (c) Workers' Compensation - WC coverage shall be maintained covering contractor/renter's has employees, as required by law. (d) Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000.00 per occurrence shall be maintained for contracts involving medical services. (e) Liquor Liability -		Renter agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any WC law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.	unknown	not included	BC		updated 4/12/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
383	\$245.00	09/09/10	Louise Farmer, Jill Board	6212, 6249	An original Insurance Certificate in compliance with the attached FE-13 Insurance Statement must be submitted prior to set-up.		Renter agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any WC law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.	unknown	not included	CC		updated 9/20/10
384	\$3,995.00	09/07/06	Nan Gomez-Heitzeberg	4201	unknown		unknown	unknown	not included	PC		
385	Not to exceed \$10,000	05/07/09	Nan Gomez-Heitzeberg	4201	Provider shall secure and maintain insurance for liability and all required Worker's Compensation policies as appropriate. Proof of insurance must be provided to Commission before placement of any order for materials, supplies, and/or equipment.		unknown	unknown	not included	PC	3/30/2010	



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
386	\$5,500.00	01/12/12	Nancy Johnson / John Means	5039 / 5036	If applicable, insurance requirements are attached as Exhibit "I." Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of Insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation. Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows: (1) Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code; (2) Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations; (3) Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; (4) Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ___. If any of the required		To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.	unknown	not included	KCCD		entered 1/20/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
387	\$2,489.00	03/08/12	Judy Ahl / Todd Coston	4601 / 4610	unknown	unknown	unknown	unknown	not included	BC		updated 3/22/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes	
388	\$50,100.00	11/04/10	Maria Roman / Bill Henry	2361 / 2459	All participating colleges within the District shall purchase and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurances required to be carried pursuant to this Agreement shall be primary, and not contributory, to any insurance or self-insurance carried by FCCC or the State of California. Upon request, the District is required to provide to the Foundation copies of evidence of insurance coverage, via certificate of insurance. This shall include copies of additional insured endorsements adding the "Foundation for California Community Colleges, its officers, directors, and employees" to the commercial general liability policy. Insurance requirements include: (a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: General Aggregate: \$2 million; Products/Completed Operations Aggregate: \$1 million; Personal and Advertising Injury: \$1 million; Each Occurrence: \$1 million. (b) Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." (c) Workers' Compensation and Employer's Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the District is responsible. If the District's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which District is responsible. In all cases, the above insurance also shall include Employers'		The District hereby agrees to indemnify and hold harmless the Foundation against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the District in the performance and/or failure to perform within this Grant Agreement including the negligent acts or omission of any direct or indirect employees of the District. The Foundation hereby agrees to indemnify and hold harmless District against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, ore resulting from any negligent act or omission of the Foundation in the performance and/or failure to perform within this Grant Agreement including the negligent acts or omission of any direct or indirect employees of the Foundation.				PC		updated 11/17/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
389	\$16,000.00	10/04/07	Mary Halberg; Nan Gomez-Heitzeberg	4201	unknown	unknown	unknown	unknown	not included	BC		

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390	\$8,000.00	05/05/11	Consuelo Gonzalez / Dan O'Connor	4776 / 4231	unknown		<p>Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, and employees (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnor's performance or omissions related to same under this Agreement; (b) any breach by Indemnitor of this Agreement. It is the intention of the parties that where the fault of FCCC and the College are determined to have been contributory to a matter subject to this indemnity provision, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any defense and damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, and volunteers. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.</p>	unknown	not included	BC		entered 5/20/11

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391	\$97,440.00 annually; \$194,880.00 Total Grant	02/02/06	Mildred Lovato	4204	unknown		unknown	unknown	not included	BC		
392	N/A	06/11/09	Dr. James Fay	6201	unknown		unknown	unknown	not included	CC		

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393	N/A-Expected costs will be contained on each SRA	07/14/11	Tom Burke	5124	The specified compensation for services required the Consultant to carry the following insurance and in the following amounts, which insurance and amounts are to be applicable to both Consultant and the Assigned Director: (a) \$1 Million per occurrence for Workers Compensation; (b) \$5 Million per occurrence for Comprehensive General Liability; (c) \$1 Million per occurrence for Automobile Liability; (d) \$2 Million per occurrence for Errors and Omissions insurance.		Each party agrees to defend, hold harmless, and indemnify the other party (and other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, causes of action, expenses, (including reasonable attorney's fees), losses, damages, penalties, fines costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, or (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement. In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	KCCD	1/10/2012	entered 8/2/11

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394	\$26,000 NTE	09/08/11	Eitan Aharoni	5095	unknown		unknown	unknown	not included	KCCD		entered 9/21/11
395	\$653,387.00	06/14/12	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		entered 6/28/12



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396	\$23,500.00	07/08/10	Eddie Alvarado, David Palinsky	5170	unknown			The services are provided on an "As Is" basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of fitness for a particular purpose or as to accuracy, completeness or adequacy of information. Client recognizes the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that client may take based on the services or any information or data contained therein. Client understand that it assumes the entire risk with respect to the use of the services.	not included	KCCD	1/10/2012	updated 7/26/11
397	\$5,925.00	08/13/09	Sue Vaughn	4049	unknown			unknown	not included	BC	10/6/2010	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
398	\$0.00	07/10/08	David Palinsky	5170	unknown			unknown	not included	KCCD		perpetual - no end date.
399	N/A	07/10/08					KCCD shall agree to indemnify and hold harmless GET with regard to any claim for personal damage or injury, defamation, libel, slander, invasion of privacy, or right of publicity arising from Sponsorship Agreement. KCCD and GET agree to indemnify and hold harmless the other from and against, and to reimburse the indemnified party with respect to any and all loss, damage, liability, cost or expense, including reasonable attorney's fees and disbursements, incurred by the indemnified party by reason of or arising out of or in connection with (a) a breach by such indemnifying party of any representation or warranty contained in this Agreement or (b) the failure of such indemnifying party to perform any agreement required by this Agreement to be performed by it.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
400	\$8,712 (Total for five years)	02/10/11	Thomas Burke	5124	The corporation agrees to provide a minimum of \$1,000,000 Liability insurance and name the District as an additional insured.	unknown		unknown	not included	KCCD		entered 03/11/11

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401	\$151,500.00	07/08/10	Eddie Alvarado	5137	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including agreemental, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or materials change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce party's liabilities or obligations under the indemnification provisions of this Agreement. Automobile Insurance: Global CTI Group certifies that each		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	In no event shall Global CTI's liability under, arising out of or relating to its NEC support plan or this agreement exceed the amount paid to Global Citi by client for the services giving rise to such liability. In no event will Global CTI be liable for lost profits, loss of use, loss of data, cost of procurement of substitute goods or service, unauthorized calls that may be made using the system and charged to the client, any telephone toll fraud, or any other special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of agreement, tort (including negligence and strict liability) or otherwise, the parties acknowledge that the support charges were determined based upon the foregoing limitation of liability.	not included	KCCD		entered 6/28/10

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402	\$ .10 per pound	03/03/10	Joyce Coleman	4051	(6) The Agency will fulfill insurance requirements per attached instructions. The policy coverage reflected in your Certificate of Insurance and required endorsements must provide: General Liability Insurance - Commercial General Liability Insurance (Insurance Services Office Form CG0001 or its equivalent) covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: (1) Premises and Operations (2) Products and Completed Operations (3) Blanket Contractual Liability (4) Independent Contractors. Limits of Liability shall be no less than: \$1,000,000 Each occurrence limit; \$1,000,000 Personal & Advertising Injury Limit; \$1,000,000 Products / Completed Operations Aggregate Limit; \$2,000,000 General Aggregate Limit. Endorsements must be attached to certificate and added to your policy: (1) additional Insured endorsements CG2010 11/93 and CG 2037 10/01 or equivalent naming GEG their partners, subsidiaries, affiliates and related companies, including its officers, directors, and employees as additional insured. (2) Primary and noncontributory wording endorsement stating that the Contractor's insurance is primary and any insurance maintained by the additional insured is noncontributory. (3) Certificate must contain a 30-day notice for cancellation or reduction of coverage. A 10-day notice is acceptable for nonpayment of premium. Automobile Liability Insurance - Automobile Liability insurance shall include coverage for all owned, hired, and non-owned automobiles. Limits of liability shall be no less than: \$1,000,000 Combined Single Limit or \$1,000,000 Bodily Injury each person limit; \$1,000,000 Bodily Injury per Occurrence limit; \$1,000,000 Property damage per occurrence limit.		(4) The Agency releases both the original donor and GEG from any liability resulting for the condition of the donated food and further agrees to indemnify and hold GEG and the original donor free and harmless from and against all and any liabilities, damages, losses, claims, causes of actions, and suits at law or in equity or any obligation whatsoever arising out of or attributed to any action of the Agency or any personnel employed by the Agency in connection with its storage and use of the donated food.	Agency warrants that the following release and indemnity will apply during any and all periods in which said Agency receives assorted foods from Golden Empire Gleaners, Inc. (GEG). Said Agency warrants that the donated food will be duly inspected by its authorized representatives upon delivery and found fit for human consumption. It is further understood and agreed by the Agency that: (1) The donated food provided by GEG is accepted by Agency "as is". (2) The original donor expressly disclaims as to the donated food any implied warranties of fitness for a particular use, including any implied or expressed warranties that said donated food is fit for human use or consumption. (3) No express warranties in relation to the donated food have been made.	Yes	BC		

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403	\$0.00	07/09/09	David Palinsky	5170	unknown		(12.1) By Customer. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's, or its End Users', use of the Services in violation of the agreement. Google will reasonably assist Customer in presenting click-through terms to its End Users, if Customer would like to pass through certain of its obligations under this section to its End Users. If Customer is prohibited by applicable law from providing all or part of the indemnity set forth above, then the indemnity above will not apply and Customer will require each End User, before accessing the Services, to indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding that End User's: (i) Customer Data; or (ii) use of the Services in violation of the agreement. (12.2) By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out	unknown	not included	KCCD		
404	N/A	11/06/08	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		

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405	\$60,000 Modules + \$5,000 per yr maint./support fee = \$15,000 for a total cost of \$75,000. Maintenance and support fee of \$5,000 for the first year is included in the cost of the modules.	08/12/10	David Palinsky	5170	Governet shall procure and maintain such WC and public liability insurance as may be required by Client during the term of this agreement. Evidence of such insurance will be provided to Client upon request.	unknown		unknown	not included	KCCD		entered 8/18/10

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406	\$99,000 -- \$75,000 one-time; \$24,000 annual	04/02/09	David Palinsky	5170	Governet shall procure and maintain such WC and public liability insurance as may be required by Client during the term of this agreement. Evidence of such insurance will be provided to Client upon request.	unknown		unknown	not included	KCCD		



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407	\$1,500.00	06/10/10	Eddie Alvarado	5137	<p>GovStor Inc shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverage's bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming KCCD as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to KCCD at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. GovStor Inc shall furnish KCCD with a certificate of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect GovStor Inc's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, GovStor Inc., shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce GovStor Inc's liabilities or obligations under the indemnification provisions of this Agreement.</p>		GovStor Inc shall defend, indemnify and hold KCCD, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of GovStor Inc, its officers, agents or employees in performing services under this Agreement or while otherwise present on KCCD's premises.	unknown	not included	KCCD		entered 6/28/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
408	\$1,500.00	12/169/10	Eddie Alvarado	5137	GovStor Inc shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverage's bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming KCCD as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to KCCD at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. GovStor Inc shall furnish KCCD with a certificate of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect GovStor Inc's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, GovStor Inc., shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce GovStor Inc's liabilities or obligations under the indemnification provisions of this Agreement.		GovStor Inc shall defend, indemnify and hold KCCD, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of GovStor Inc, its officers, agents or employees in performing services under this Agreement or while otherwise present on KCCD's premises.	unknown	not included	KCCD		entered 1/11/11
409	\$65.00 & parts each visit	10/01/09	John Daly	6369	unknown		unknown	unknown	not included	CC	3/30/2010	

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410	\$150.00	01/12/12	Melissa Youngblood	5030	unknown		The User further agrees to indemnify and hold harmless The GBCC, their officers, agents, and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom The User may be liable under any Works' Compensation law and The User himself and from any loss, damage, cause of action, claims or suites for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by The User of the privileges herein granted.	unknown	not included	KCCD		entered 1/19/12

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411	TBD (25% Commission due on amts actually collected)	12/15/11	Tom Burke	5124	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance contain the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 01/05/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
412	\$20,000.00	02/09/12	Bonita Steele/ David Teasdale ; John Means	5046 / 5011	(b) Each party shall obtain, pay for and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rate not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. (c) Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (d) Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this MOU.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this MOU or breach of its terms.	unknown	not included	KCCD		2/21/2012
413	\$2,500.00	05/03/12	Hamid Eydgahi / Nan Gomez- Heitzeberg / LaMont Schiers	4921 / 4406	unknown	unknown		unknown	not included	BC		entered 5/10/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
414	\$16,485.48	06/08/06	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	KCCD		
415	\$6,032.59	07/09/09	Sue Vaughn	4049	unknown	unknown	unknown	unknown	not included	BC		updated 7/28/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
416	\$5,469.78	07/09/09	Virginia Gurrola	2223	unknown		unknown	unknown	not included	PC		updated 7/28/10
417	Not to exceed \$148,338	08/12/10	Amber Chiang	4258	unknown		unknown	unknown	not included	BC		entered 8/18/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
418	Not to exceed \$148,338	02/01/07	Amber Chiang	4258	unknown	unknown	unknown	unknown	not included	BC		See Amendment below under High Exposure, dba as Creative Concepts/Saba Agency



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
419	\$112.00/mo.	04/12/12	Jim Coggins /Olga Reyes	5051	Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide: (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and (iv) Worker's Compensation and State Disability insurance as required under law. Each policy shall contain an endorsement naming the KCCD as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the	Yes	Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if an, and/or self-employment taxes.	Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.		BC		Entered 5/1/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
420	\$98,000.00	04/02/09	Cindy Collier	4282	unknown		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.		not included	BC		
421	N/A	02/09/12	Cindy Collier/Nan Gomez-Heitzeberg	4282 / 4406	unknown		unknown	unknown	not included	BC,CC,PC		entered 2/21/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
422	\$588,000.00	04/08/10	Cindy Collier	4282	unknown		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.		not included	BC		updated 4/13/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
423	\$476,000.00	09/10/09	Cindy Collier	4282	unknown		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.		not included	BC		
424	\$306,000.00	04/02/09	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		

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425	\$80,000.00	07/09/09	Cindy Collier	4282	unknown		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
426	\$462,000.00	07/09/09	Cindy Collier	4282	The college shall maintain a professional malpractice liability insurance policy for each instructor and student participating in the Program. The policy of liability insurance shall be written by a reputable insurer licensed to transact insurance in California, with limits of not less than one million dollars (\$1,000,000.00) per annual occurrence and three million (\$3,000,000.00) per aggregate. Such policy of insurance shall be so endorsed that it cannot be terminated without thirty (30) days prior written notice to the Agency. The Agency may, as a condition of any instructor's or student's initial or continued participation in the Programs, at any time require proof of such insurance coverage.		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
427	\$588,000.00	05/06/10	Cindy Collier	4282	The college shall maintain a professional malpractice liability insurance policy for each instructor and student participating in the Program. The policy of liability insurance shall be written by a reputable insurer licensed to transact insurance in California, with limits of not less than one million dollars (\$1,000,000.00) per annual occurrence and three million (\$3,000,000.00) per aggregate. Such policy of insurance shall be so endorsed that it cannot be terminated without thirty (30) days prior written notice to the Agency. The Agency may, as a condition of any instructor's or student's initial or continued participation in the Programs, at any time require proof of such insurance coverage.		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	KCCD		updated 5/11/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
428	\$490,000.00	07/09/09	Cindy Collier	4282	The college shall maintain a professional malpractice liability insurance policy for each instructor and student participating in the Program. The policy of liability insurance shall be written by a reputable insurer licensed to transact insurance in California, with limits of not less than one million dollars (\$1,000,000.00) per annual occurrence and three million (\$3,000,000.00) per aggregate. Such policy of insurance shall be so endorsed that it cannot be terminated without thirty (30) days prior written notice to the Agency. The Agency may, as a condition of any instructor's or student's initial or continued participation in the Programs, at any time require proof of such insurance coverage.		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
429	\$98,000.00	02/10/11	Cindy Collier	4282	unknown		District agrees to indemnify and hold harmless Agency, its officers, agents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	BC		entered 2/23/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
430	\$245,000.00	05/05/11	Kim Behrens / Bill Henry	3665 / 2459	The District shall maintain a professional malpractice liability insurance policy for each instructor and student participating in the Program. The policy shall be with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000.00) per aggregate. Such policy of insurance shall be so endorsed that they cannot be terminated without thirty (30) days prior written notice to the Agency or District, as the case may be. The Agency or District may, as a condition of any instructor's, student's or employee's initial or continued participation in the Program, at any time require proof of such insurance.		District agrees to indemnify and hold harmless Agency, its officers, gents and employees from all loss, cost expense, claim, or liability for death or injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement, except to the extent caused by the negligence of Agency.	unknown	not included	PC		entered 5/19/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
431	\$475.00	06/10/10	Valerie Lombardi / Bill Henry	2366 / 2459	unknown		unknown	unknown	not included	PC		entered 6/24/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
432	\$108,670.00	6/9/11	David Palinsky	5170	unknown	unknown		(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconforming after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2 This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA. (b) No Warranty of Upgrades and Enhancement. The UELA shall govern any	not included	BC, PC		entered 7/18/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
433	\$5,759.98	08/11/11	Judy L. Ahl	4899 / 4601	unknown	unknown		<p>IBM warrants that Software Subscription and Support will be provided using reasonable care and skill. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which IBM is not responsible. These warranties are customer's exclusive warranties and replace all other express warranties or conditions except as expressly required by law without the possibility of contractual waiver or limitation. IBMC disclaims all implied warranties or conditions, including, but not limited to, the implied warranties or conditions of satisfactory quality, merchantability and fitness for a particular purpose. IBM does not warrant uninterrupted or error-free provision of Software Subscription and Support or that IBM will correct all defects.</p>	not included			entered 9/6/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
434	\$35,000.00	04/03/08	Valerie Karnes	6258	unknown		unknown	unknown	not included	CC	2/2/2010	<p><del>Response:- Contract has-extended to- 6/30/2010.- Funds will be entirely- expended by- April 30, 2010.- No need to- renew or extend- beyond that- point.- (See extension below)</del></p>
435	\$37,000 - this is an extension to Dec 2010 - \$2,000 additional funds from original \$35,000	07/08/10	Valerie Karnes	6258	unknown		unknown	unknown	not included	CC		<p>updated 7/26/10 (See Additional Funding and extension below)</p>

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
436	\$36,288.31	03/10/11	Valerie Karnes	6258	unknown	unknown	unknown	unknown	not included	CC		updated 3/14/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
437	\$5,775.00	08/08/08	David Palinsky	5170	At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain <u>WC insurance</u> for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar WC coverage. (b) Each party shall maintain <u>Employer's Liability Insurance</u> , typically coverage B of the WC policy, with limits of a minimum of: (1) \$1,000,000 of each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain <u>General Liability insurance</u> that includes the other party as an additional insured. Limits shall be a minimum of \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$1,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusion for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.	unknown		IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Except as expressly set forth in this agreement, IKON disclaims all warranties and representations, express or implied, of any nature whatsoever, including but not limited to, any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. IKON shall not be responsible and shall have no liability for any direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. IKON's total aggregate liability to customer, if any, under any sales order or service order, shall in no event exceed the total fees paid to IKON thereunder. In no event shall IKON be liable to customer for any damages resulting from or related to any failure of the software, including, but not limited to, loss of data, or delay of	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
438	\$33,754.00	08/08/08	Deems Morrione	6228	At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain <u>WC insurance</u> for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar WC coverage. (b) Each party shall maintain <u>Employer's Liability Insurance</u> , typically coverage B of the WC policy, with limits of a minimum of: (1) \$1,000,000 of each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain <u>General Liability insurance</u> that includes the other party as an additional insured. Limits shall be a minimum of \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$1,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusion for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.	unknown		IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Except as expressly set forth in this agreement, IKON disclaims all warranties and representations, express or implied, of any nature whatsoever, including but not limited to, any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. IKON shall not be responsible and shall have no liability for any direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. IKON's total aggregate liability to customer, if any, under any sales order or service order, shall in no event exceed the total fees paid to IKON thereunder. In no event shall IKON be liable to customer for any damages resulting from or related to any failure of the software, including, but not limited to, loss of data, or delay of	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
439	\$862,084.00	08/13/09	Stephen Kegley	4492	At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain <u>WC insurance</u> for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar WC coverage. (b) Each party shall maintain <u>Employer's Liability Insurance</u> , typically coverage B of the WC policy, with limits of a minimum of: (1) \$1,000,000 of each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain <u>General Liability insurance</u> that includes the other party as an additional insured. Limits shall be a minimum of \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$1,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusion for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.	unknown		IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Except as expressly set forth in this agreement, IKON disclaims all warranties and representations, express or implied, of any nature whatsoever, including but not limited to, any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. IKON shall not be responsible and shall have no liability for any direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. IKON's total aggregate liability to customer, if any, under any sales order or service order, shall in no event exceed the total fees paid to IKON thereunder. In no event shall IKON be liable to customer for any damages resulting from or related to any failure of the software, including, but not limited to, loss of data, or delay of	not included	BC, CC, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
440	unknown	05/05/05	Dan O'Connor	4231	unknown		Licensee shall indemnify, defend and hold harmless Imaginova for any claim or action arising out of any breach, or alleged breach, of any representations, warranties or obligations of Licensee hereunder. Imaginova shall indemnify, defend and hold harmless Licensee from any claim or action arising out of any breach, or alleged breach, of any representations, warranties or obligations of Imaginova hereunder.	Imaginova only warrants that the compact disc, CD-ROM or floppy disks on which the Licensed Software is provided to Licensee by Imaginova will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from initial installation of the Licensed Software but in no case shall such warranty extend beyond one (1) year from the date of delivery of the Licensed Software to Licensee. Imaginova's entire liability and Licensee's exclusive remedy will be replacement of the disc, CD-ROM or floppy disk not meeting Imaginova's limited warranty, as described in this Paragraph 8, and which is returned to Imaginova within thirty (30) days from the date of discovery of the defect in accordance with the time limits above. Imaginova will have no responsibility to replace a disc, CD-ROM or disk damaged by accident, abuse, or misapplication. Each party represents and warrants that it has the right, power and authority to enter into and abide by this Agreement.	not included	BC		
441		08/05/04	Mary Retterer		The Memorandum of Understanding shall not be executed by the Licensee and the Licensor unless certificate of insurance (\$1,00,000 minimum liability required) or other sufficient proof of insurance, as required by KCCD, is in effect and has been verified annually.		(a) Licensee agrees to indemnify and hold harmless Licensor and Licensor's employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of Licensee, its employees or agents. (b) Licensor agrees to indemnify and hold harmless Licensee and Licensee's employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of Licensor, its employees or agents.	unknown		CC	2/1/2010	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
442	\$2,925.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
443	\$650.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 12/05/11
444	\$1,261.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	DO		entered 12/05/11
445	\$5,000.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
446	\$3,000.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
447	\$324.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
448	\$396,360.00	11/10/11	Jane Harmon	5108	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$2,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) Workers' Compensation insurance as required under state law. Each Party's policy shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other Party with a Certificate of insurance containing the endorsements required under this section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a Party's liabilities or obligations under the indemnification provisions of this Agreement.		Contractor agrees to indemnify and hold harmless District, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of Contractor of any Officer, Director, Agent, or Employee of Contractor. District agrees to indemnify and hold harmless Contractor, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of District or of any Trustees, Officer, Director, Agent, or Employee of District.	unknown	not included	KCCD		entered 11/21/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
449	\$12,000.00	07/12/12	John Means	5108	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$2,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) Workers' Compensation insurance as required under state law. Each Party's policy shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other Party with a Certificate of insurance containing the endorsements required under this section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a Party's liabilities or obligations under the indemnification provisions of this Agreement.		Contractor agrees to indemnify and hold harmless District, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of Contractor of any Officer, Director, Agent, or Employee of Contractor. District agrees to indemnify and hold harmless Contractor, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of District or of any Trustees, Officer, Director, Agent, or Employee of District.			KCCD		entered 7/23/12
450	\$980.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	DO		entered 1/17/12
451	\$216.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
452	\$700.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
453	\$1,000.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
454	\$3,000.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
455	\$150.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
456	\$5,300.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
457	\$500.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
458	\$208.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
459	\$972.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
460	\$280.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	BC		entered 12/05/11
461	\$500.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12
462	\$1,500.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
463	\$2,126.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
464	\$15,000.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	BC		entered 12/05/11
465	\$5,930.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	DO		entered 12/05/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
466	\$675.00	05/03/12	Bill Henry	2459	Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damages or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement, and Contractor shall maintain a certificate of insurance naming KCCD as additional insured that shall remain in full force during the term of this Agreement. At Contractor's expense, Contractor agrees to maintain general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees or representatives. Contractor shall provide evidence of such coverage as an attachment to this Agreement. Contractor agrees to provide all necessary Workers' Compensation Insurance for Contractor's employees, if any, at Contractor's own cost and expense.		unknown	unknown	not included	PC		entered 05/08/12
467	\$1,500.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
468	\$432.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
469	\$2,925.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
470	\$208.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
471	\$520.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
472	\$496.80	05/03/12	Bill Henry	2459	Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide: (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (iii) Professional Liability insurance (also know as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and (iv) Worker's Compensation and State Disability insurance as required under law. Each policy shall contain an endorsement naming the KCCD as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services thereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates		Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, f any, and/or self-employment taxes.	Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the sill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.	not included	PC		entered 07/08/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
473	\$432.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
474	\$1,280.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	BC		entered 1/17/12
475	\$312.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
476	\$1,500.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	BC		entered 12/05/11
477	\$10,000.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
478	\$1,000.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
479	\$312.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
480	\$312.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12
481	\$312.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12
482	\$1,000.00	04/12/12	Joyce Coleman / Bill Cordero	4614	Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide: (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (iii) Professional Liability insurance (also know as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and (iv) Worker's Compensation and State Disability insurance as required under law. Each policy shall contain an endorsement naming the KCCD as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services thereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates		Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from an against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.	Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor posses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the state of California and/or in accordance with District policies and regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understand the terms and conditions of this Agreement.		BC		entered 4/24/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
483	\$312.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12
484	\$4,500.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
485	\$216.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
486	\$216.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
487	\$208.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
488	\$9,000.00	05/03/12	Terri Hicks	5012	Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide: (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (iii) Professional Liability insurance (also know as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and (iv) Worker's Compensation and State Disability insurance as required under law. Each policy shall contain an endorsement naming the KCCD as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services thereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates		Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.	unknown	not included	KCCD		entered 5/08/12
489	\$312.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 3/26/12
490	\$312.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 1/17/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
491	\$4,500.00	12/15/11	Tom Burke	5124	unknown		unknown	unknown	not included	PC		entered 1/17/12
492	\$800.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	CC		entered 12/05/11
493	\$2,000.00	03/08/12	Tom Burke	5124	unknown		unknown	unknown	not included	DO		entered 3/26/12
494	\$1,500.00	11/10/11	Tom Burke	5124	unknown		unknown	unknown	not included	BC		entered 12/05/11
495	\$26,800.00	11/02/06	John Daly	6369	unknown		unknown	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
496	\$2100.75 (Laser Tag) \$1340.92 (Rock Wall) \$2275.75 (Mech. Bull & Photo Booth) \$5717.42 Total	12/17/09	Joyce Coleman		unknown		unknown	unknown	not included	BC		
497	From \$75 to \$270 per hr.	12/04/03	LaMont Schiers (Bob Day)	4487	unknown		unknown	unknown	not included	BC	8/19/2009	



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
498	\$24,887.00	07/14/11	Eddie Alvarado	5137	unknown		Customer agrees to indemnify and hold harmless IIS and its personnel from any and all third party claims, liabilities, costs, and expenses, including reasonable attorney's fees, relating to the Services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of IIS relating to such services.	Limited Warranties and Disclaimers. IIS warrants that it will be the owner of the Equipment when it is delivered, free and clear of any liens and encumbrances, with the full right to sell the Equipment to Customer. Customer, recognizing that IIS is not the manufacturer of the Equipment, agrees that its purchase of the Equipment is on an "as is, where is" basis and expressly waives any claim against IIS based upon any infringement or alleged infringement of any patent, copyright or trademark with respect to the Equipment. IIS warrants that (i) it shall perform all Services in a professional manner using qualified personnel and in accordance with the highest standards of IIS's industry, (ii) IIS has the expertise necessary to provide the Services, and (iii) the Services will conform to the specifications set herein. IIS's liability to Customer from any cause whatsoever arising out of the Services defined herein will not in any event exceed the aggregate of the amount paid by Customer for the Services defined herein. In the event that the Customer identifies any IIS employee that the Customer believes is not qualified to perform the Services, Customer may request that such employee be	not included			entered 8/1/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
499	N/A	06/14/12	Cammie Ehret-Stevens / Debbie Martin	5155 - 5035	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations converges, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	<p>Interschool disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, quiet enjoyment, quality of information, fitness for a particular purpose, and title/non-infringement. No oral or written information or advice given by InterSchola or its authorized representatives shall create a warranty or in any way increase the scope of InterSchola's obligations hereunder.</p>	not included	KCCD		entered 7/19/12

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500	\$2,350.00	10/02/08	Pam Boyles / Patti Ross	4237 / 4534	unknown		Institution shall defend and indemnify iParadigms and hold it and its affiliates, officers, directors, employees, agents, and licensors (Indemnified Parties) harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow iParadigms' strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.	iParadigms warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, iParadigms warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on iParadigms' site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submittal work, a search process that might not have indexed the materials that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Originality Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.	not included	BC	1/13/2010	See Amendment No. 1 below:

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501	\$2,575.00	03/03/10	Pam Boyles / Patti Ross	4237 / 4534	unknown		Institution shall defend and indemnify iParadigms and hold it and its affiliates, officers, directors, employees, agents, and licensors (Indemnified Parties) harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow iParadigms' strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in the defense and all related negotiations.	iParadigms warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, iParadigms warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on iParadigms' site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submittal work, a search process that might not have indexed the materials that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Originality Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.	not included	BC		See Amendment No. Two below:

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
502	\$2,900.00	03/03/10	Pam Boyles / Bonnie Suderman	4237 / 4610	unknown		Institution shall defend and indemnify iParadigms and hold it and its affiliates, officers, directors, employees, agents, and licensors (Indemnified Parties) harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow iParadigms' strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in the defense and all related negotiations.	iParadigms warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, iParadigms warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on iParadigms' site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submittal work, a search process that might not have indexed the materials that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Originality Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.	not included	BC		updated 9/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
503		unknown	LaMont Schiers or Mildred Lovato	4487	unknown	unknown		unknown	not included	KCCD	1-12-10 - sent to Nan Gomez-Heitzeberg	New agreement in process
504	\$10,200.00	05/08/08	Sue Vaughn	4049	(A) <u>General Liability</u> -- Academic Institution will maintain a Commercial General Liability Insurance policy with a combined limit for each occurrence of at least the amount set forth on Attachment C, if applicable. (B) <u>Evidence of Insurance</u> -- prior to commencing any performance under this Agreement, Academic Institution will provide IQT with a standard Certificate of Insurance as evidence that the insurance coverage required herein is in full force and effect. (C) <u>Insurers, Policies</u> -- All policies of insurance required of Academic Institution hereunder will be issued by financially responsible insurers, and all such insurers must be acceptable to IQT. Such acceptance by IQT will not be unreasonably withheld or delayed.		(a) Academic Institution will indemnify, defend and hold IQT harmless against, all claims or demands of any nature brought by others against IQT, including penalties or damages of any kind imposed upon IQT under its agreement arrangements with Sponsors, which may arise from alleged or actual acts, representations, or omissions which, if proven, we would constitute Academic Institution's breach of its duties under this Agreement. (b) Academic Institution will indemnify, defend and hold IQT harmless against any liability for injury or damage caused by Academic Institution to persons or property during the performance of this Agreement and all claims of loss or damage arising from Academic Institution's or Candidate's use of the IQT Testing Center. Neither the existence of, nor the assent of IQT to, the types or limits of insurance carried by Academic Institution will be considered a waiver or release of Academic Institution's liability or responsibility under this Agreement.	unknown	not included	BC	12/8/2009	

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505	\$17,100.00	08/02/07	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	12/14/2009	
506	\$12,650.00	11/06/08	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	12/14/2009	
507	\$48,250.00	11/06/08	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	12/14/2009	
508	\$8,400.00	12/17/09	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD		

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509	R=\$3,800.00; E=\$2,227.83	03/10/11	Valerie Karnes / Rick Post	6261 /	CCCC shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that CCCC is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.		unknown	unknown	not included	CC		entered 3/15/11
510	\$15,000.00	11/10/11	Natalie Dorrell / Gale Lebsack	6370	unknown		unknown	unknown	not included	CC		entered 12/5/2011



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
511	\$37,760; Additional services charged at \$140/hr	07/14/11	Abe Ali	5141	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$500,000 per occurrence; (3) professional liability insurance (errors and omissions) may be required with a limit of liability of not less than \$1,000,000 per occurrence with the amount of premium in addition to and amending the proposed project fee proposal; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/26/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
512	R=\$400,000 E=\$300,000	02/05/10	Kathy Melson / Hamid Eydgahi	4408 / 4921	JAC's shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omission) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. JAC's shall furnish College with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect JAC's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, JAC's shall immediately file with District a certified copy of the required new or renewed policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce JAC's liabilities or obligations under the indemnification provisions of this Agreement. If at any time JAC's fail to maintain the required insurance in full force and effect, District may cause all work under this Agreement to cease. The terms, conditions and provisions of this		JAC's agree to defend, hold harmless, and indemnify the District and District's officers, employees, trustees, agents, successors, and assigns against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by JAC's breach of the terms of this Agreement or by JAC's act or omissions in providing services to District or undertaking work on District's premises. In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section upon notice from District, JAC's shall defend the action or proceeding at JAC's expense through counsel reasonably satisfactory to District. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. JAC's obligations under this section shall apply regardless of whether District (or any of its officers, employees, trustees, or agents) are actively or passively	unknown	Yes	BC		

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513	N/A	12/17/09	Valerie Tracey/Cindy Collier	4282	Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omission) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming College as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Superintendent at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish College with a certificate of insurance containing the endorsements required under this section, and College shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, Contractor shall immediately file with College a certified copy of the required new or renewed policy and certificates for such policy.		Contractor agrees to defend, hold harmless, and indemnify College (and College's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) Contractor's breach of the terms of this Agreement, (B) the act or omission of Contractor, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of Contractor, its officers, employees, agents, assigns, or invitees on College's premises. In the event that any action or proceeding is brought against College by reason of any claim or demand discussed in this section, upon notice, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to College. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. Contractor's obligations under this section shall apply regardless of whether College (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine,	unknown	not included	BC, CC, PC		
514	\$15,000.00	05/05/11	Tom Burke	5124	The Client will limit Consultant liability to the Client and to all construction contractors and subcontractors on the project, due to the Consultant's professional negligent acts, errors or omissions, such that the total aggregate liability of Consultant to all those named shall not exceed \$50,00 or the amount of the fee for services, whichever is greater.		unknown	unknown	not included	KCCD		updated 5/24/11

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515	R= \$9,700 (up to); E= \$14,372	07/09/09	Mary Retterer	6212	unknown		Contractor agrees to indemnify, defend and hold harmless District and District's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by District, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of District; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of Contractor by any person or entity.	unknown	not included	CC		

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516	R=\$10,000; E=\$9,433.96	04/14/11	Cindy Collier	4282	unknown		Speaker/Trainer agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and arise out of or are in any way connected with any act or omission of Speaker/Trainer or Speaker/Trainer's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Speaker/Trainer by any person or entity.	unknown	not included	BC		entered 5/19/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
517	R=\$7,000; E=\$4,929.58	04/14/11	Cindy Collier	4282	unknown		Speaker/Trainer agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and arise out of or are in any way connected with any act or omission of Speaker/Trainer or Speaker/Trainer's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Speaker/Trainer by any person or entity.	unknown	not included	BC		entered 5/19/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
518	R=\$1,000,000.00 yearly; E=\$500,000.00 yearly	07/08/10	Steven Busby / Valerie Kames	6304 / 6261	Workers' Compensation: Agency shall be the "primary employer" for all its personnel who perform services as instructors and support staff. Agency shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective Agency personnel made in connection with performing services and receiving instruction under this MOU or any related ISA. Insurance Requirements: (A) Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or		(A) Agency shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) College shall defend, hold harmless, and indemnify Agency, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result	unknown	not included	CC		entered 7/14/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
519	\$389,388 estimated 3 year cost	06/10/10	Eddie Alvarado	5137	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provided that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section; and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of their required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		(A) KCCD shall indemnify, defend (upon request of KCSOS), and hold KCSOS harmless from any damage or liability caused by the acts or omission of KCCD, its agents, officers or employees in connection with KCCD's activities pursuant to this Agreement and from any damage or liability caused by the failure or malfunction of equipment maintained by KCCD. In no event will KCSOS be liable for any indirect, special incidental or consequential damages including, but not limited to, loss of profits, income, revenue, business or educational opportunities of KCCD. (B) KCSOS shall indemnify, defend (upon request of the KCCD), and hold the KCCD harmless from any damage or liability caused by the acts or omission of KCSOS, its agents, officers or employees in connection with KCSOS's activities pursuant to this Agreement and from any damage or liability caused by the failure or malfunction of equipment maintained by KCSOS. In no event will KCCD be liable for any indirect, special, incidental or consequential damages including, but not limited to, loss of profits, income, revenue, business or educational opportunities of KCSOS.	unknown	not included	BC, CC, PC, Delano		entered 6/24/10
520	\$35,154.00	09/08/11	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		entered 9/20/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
521	\$56,000.00	06/10/10	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		entered 6/29/10
522	\$0.00	04/12/12	Hamid Eydgahi / Nan Gomez-Heitzeberg	4921 / 4406	unknown		unknown	unknown	not included	BC		entered 5/2/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
523	\$151,356.00	07/08/10	Jessica Chapman / John Means	5012 / 5036	unknown		The District and Agency agree to defend, indemnify and hold harmless the other party, its board officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and cause of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.	unknown	not included	KCCD		entered 7/16/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
524	\$60,000.00	07/08/10	David Teasdale / John Means	5011 / 5036	Insurance: Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certificated copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Indemnification: Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary b the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/23/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
525	\$75,000.00	07/08/10	David Teasdale / John Means	5011 / 5036	Insurance: Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certificated copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Indemnification: Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary b the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/23/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
526	\$14,000.00	05/08/08	David Palinsky	5170	unknown		unknown	unknown	not included	BC, CC, PC		
527	\$150 per year	03/03/05			unknown			Kern Surgical Supply warrants all parts furnished under this contract will be free from defects in material and workmanship at the time of installation. In the event of breach of any of the warranties, Customer's exclusive remedy shall be that Kern Surgical Supply will make all adjustments, repairs and replacements, subject to the terms and conditions of this contract and replace any parts which were installed under this contract and were determined to be defective at the time of installation. Kern Surgical Supply makes no other warranties, expressed or implied, including the warranty of merchantability and fitness.	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
528	\$167,460.72; \$6,977.53 per month for 2 years	07/14/11	Richard Post	6201	unknown		unknown	unknown	not included	CC		entered 9/6/11
529	N/A	06/14/07		(559)791-2308	At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain <u>WC insurance</u> for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar WC coverage. (b) Each party shall maintain <u>Employer's Liability Insurance</u> , typically coverage B of the WC policy, with limits of a minimum of: (1) \$1,000,000 of each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain <u>General Liability insurance</u> that includes the other party as an additional insured. Limits shall be a minimum of \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$1,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusion for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.		Subagent agrees to indemnify and hold the JTO, the County of Kings, and the One-Stop Job Center harmless from all liability for damages to persons or property arising out of or resulting from the act or omissions of the indemnifying party.	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
530	\$75 per hr. plus travel expenses	03/06/08	Tom Burke	5124	unknown			unknown	not included	KCCD		
531	\$2,500.00	07/12/12	Will Lloyd, Rosa Carlson	2209	unknown		Advertiser shall hold station and its agents, employees and officers, harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names or programs, violation of rights of privacy and infringement of copyrights and proprietary rights resulting from the broadcasting of broadcasts, herein, furnished in the form by the advertiser.	Advertiser warrants that all advertising copy submitted to Station will truly represent the product or services advertised and will be free from false claims or assertions.	not included	PC		updated 7/23/12
532	R=\$5,000.00; E=\$5,000.00	11/10/11	Maria Roman / Steve Schultz	2364	unknown			unknown	not included	PC		entered 11/22/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
533	N/A	12/11/08	Mary Retterer	6212	The Lewis Center and School shall maintain Worker's Compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Lewis center and School shall maintain in full force during the term of this agreement, at Lewis Center and School's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Lewis Center and School or his/her agents, employees or representatives. Lewis Center and School shall provide evidence of such coverage upon execution of this agreement. Lewis Center and School agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.		The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant of this Agreement.	unknown	not included	CC		No end date.



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
534	\$35,000.00 T; \$17,500.00 per year	12/16/10	Jill Board / Gale Lebsock		The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Contractor shall maintain in full force during the time of this Agreement, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees ore representatives. Contractor shall provide evidence of such coverage upon execution of this Agreement. Contractor agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.		Each party agrees to indemnify, defend and hold harmless the other, its respective clients, affiliates, successors, subsidiaries, officers, employees and agents from and against any and all suits, actions, allegations, claims, costs, damages, fees, and judgments by third parties, including court costs and reasonable attorney's fees, resulting from the breach of this Agreement.	unknown	not included	CC	1/10/2012	updated 1/11/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
535	N/A	10/02/08	Mary Retterer	6212	<p>The Lewis Center and School shall maintain Worker's Compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Lewis center and School shall maintain in full force during the term of this agreement, at Lewis Center and School's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Lewis Center and School or his/her agents, employees or representatives. Lewis Center and School shall provide evidence of such coverage upon execution of this agreement. Lewis Center and School agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.</p>		<p>The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant of this Agreement.</p>	unknown	not included	CC		No end date.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
536	N/A	11/05/09	Karee Hamilton / Heather Ostash	6219 / 6219	The Lewis Center and School shall maintain Worker's Compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Lewis center and School shall maintain in full force during the term of this agreement, at Lewis Center and School's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Lewis Center and School or his/her agents, employees or representatives. Lewis Center and School shall provide evidence of such coverage upon execution of this agreement. Lewis Center and School agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.	unknown		unknown	not included	CC		No end date.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
537	N/A	06/11/09	Mary Retterer	6212	<p>The Lewis Center and School shall maintain Worker's Compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Lewis center and School shall maintain in full force during the term of this agreement, at Lewis Center and School's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Lewis Center and School or his/her agents, employees or representatives. Lewis Center and School shall provide evidence of such coverage upon execution of this agreement. Lewis Center and School agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.</p>		<p>The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured.</p>	unknown	not included	CC		No end date.

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
538	N/A	05/07/09	Mary Retterer	6212	The Lewis Center and School shall maintain Worker's Compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Lewis center and School shall maintain in full force during the term of this agreement, at Lewis Center and School's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Lewis Center and School or his/her agents, employees or representatives. Lewis Center and School shall provide evidence of such coverage upon execution of this agreement. Lewis Center and School agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.		The Lewis Center and School agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Lewis Center and School's activities pursuant of this Agreement.	unknown	not included	CC		
539	\$2,500.00	08/11/11	Anne VanDerHorst / Abe Ali	5141	unknown		unknown	unknown	not included	KCCD		entered 9/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
540	\$895 license cost; \$1024 movie file; \$7 shipping = \$1,926	12/07/06	Dan O'Connor	4231	unknown		You agree to defend and indemnify us against all claims, losses, liabilities, damages, costs and expenses, including attorney's fees, which we may incur in connection with your breach of this Agreement. This section shall survive termination of this Agreement. Licensor agrees to indemnify, defend and hold licensee harmless from any claim, demand, lawsuit or penalty arising out of Licensor's violation or alleged violation of this section.	The materials in the show are provided "as is" and without any warranty or condition, whether express, implied or statutory. In no event will we or our suppliers be liable for any lost profits or other consequential, incidental or special damages (however arising, including negligence) in connection with the show or this agreement, even if we have been advised of the possibility of such damages.	not included	BC		
541	N/A	08/02/07	Mary Retterer / Gale Lebsock	6212	unknown		unknown	unknown	not included	CC	1/10/2012	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
542	\$24,000.00	12/13/07	Ed Knudson		<p>(a) <u>Commercial Gen Liability Insurance</u>, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include <u>personal injury, contractual or assumed liability insurance</u>; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary. (b) <u>Workers' Compensation Insurance</u> with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.</p>		<p>The Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.</p>	<p>The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.</p>	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
543		09/07/06			<p><u>General Liability</u>: Insurance (written on ISO policy form CG 00 01 Or its equivalent) with limits of not less than the following: <u>General Aggregate</u>: \$2 million; <u>Products/completed operations aggregate</u>: \$2 million; <u>Personal and advertising injury</u>: \$1 million; each occurrence: 41 million. <u>Automobile Liability</u>: Insurance (written on ISO Policy form CA 00 01 or its equivalent) with a limit of liability of less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". <u>Workers Compensation and Employer's Liability</u>: Insurance providing Workers Compensation benefits, as required by the labor code of the State of California or by any other state, and for which contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers Compensation benefits as required by the U.S. Longshore and harbor Workers' Compensation Act, Jones Act or any other federal law for which contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following: Each accident: \$1 million; Disease-Policy limit \$1 million; Disease-each employee \$1 million. <b>(see Agreement for more detail).</b></p>		Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure. Contractor shall indemnify, defend and hold harmless county, and its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with contractor's acts and/or omissions arising from and/or relating to this agreement.	Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body. ADDENDUM--Ikon disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Ikon shall not be responsible for any indirect, incidental or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. Ikon's total aggregate liability to customer hereunder, if any, shall in event exceed the total of the fees paid to Ikon hereunder.	not included			
544	\$100.00 per hr. up to \$275.00 per hr.	07/09/09	Tom Burke	5124	unknown	unknown		unknown	not included	KCCD		



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545	not to exceed \$100,000		Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		
546		04/06/09	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		
547	N/A	unknown	Dr. James Fay	6201	(1) <u>Commercial general liability</u> (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability</u> for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) <u>professional liability</u> (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) <u>workers' compensation insurance</u> as required under state law.		Agency shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Master Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
548	Snow removal	06/14/07			(1) <u>Commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>workers' compensation insurance</u> as required under state law.		Licensee shall hold harmless, indemnify, and defend District, its officers, trustees, agents, and employees from and against any and all liability, claims, loss, damages, penalties, fines and expenses, including attorneys' fees and costs, arising from the death or injury of any person, including any person who is an employee or agent of Licensee, or from damage to or destruction of the Property, caused or allegedly caused by (1) any cause as a result of Licensee's occupancy while the person or property is in or on the Property or in any way connected with the Property or with any improvements or personal property on the Property; (2) some condition of the Property or some building or improvement on the Property as a result of Licensee's occupancy; (3) some act or omission on the Property of Licensee or any person in, on, or about the Property with the permission and consent of Licensee; or (4) any matter connected with Licensee's occupation and use of the Property, including, but not limited to, a release or threatened release of hazardous materials, substances or wastes, or other violation of federal, state or local environmental laws or regulations by Licensee, its agents, officers, employees, invitees or assigns. In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, Licensee shall defend the action or proceeding at Licensee's	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
549	\$26,500.00 - Price not to exceed \$26,500.00	07/08/10	Jessica Chapman / John Means	5012 / 5036	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Once our testers are satisfied, the website is implemented and made live. However, our quality process does not stop here. We then provide a 30 day warranty for any bugs or errors that may surface in our programming code. After the 30 day period any changes to the website are subject to our hourly rate.	Yes	KCCD		entered 7/26/10
550	\$84.00 per room plus tax	01/12/12	Kellie Van Westen	5104	unknown		unknown	unknown	not included	KCCD		updated 01/19/12

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551	\$400.00	07/13/06	Angelica Gomez (Joyce Kirst was formerly overseeing this)	4334	unknown	unknown		MDTP warrants that MDTP has legal right to grant licensee the license as set forth herein. Tests is a research product and is being provided to Licensee "as is", without any accompanying services from MDTP. Except as expressly et forth in this article, MDTP makes no representations and extends no warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or that the use of the tests will not infringe any copyright, patent, trademark or other rights.	not included	BC	12/15/2009	

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552	\$3,330.00	12/15/11		Deborah Martin / Tom Burke	unknown		unknown	unknown	not included	District Office		entered 1/13/12
553	N/A	02/07/08	Mary Retterer	6212	(1) <u>Commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for any auto with combined single limits of liability not less than \$1,000,000 per occurrence; and (3) <u>workers compensation insurance</u> as required under state law.		Museum agrees to defend, hold harmless and indemnify the District and Cerro Coso Community College (and their officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Museum's breach of the terms of this Agreement.	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
554	\$625-\$800 per hr.	12/13/07	Tom Burke	5124	Unless the Firm specifically agrees in writing to the contrary, the Firm will not be responsible for: (a) reviewing the Client's insurance policies, whether providing primary or excess coverage, to determine if there may be coverage for any claim made against the Client or for fees and costs that the Client incurs in any matter; or (b) notifying the Client's insurers or re-insurers about any matter.	unknown		unknown	not included	KCCD		

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555	\$13,550 one-time license fee plus \$4,450 annual support fee for a total of \$35,800.	07/12/07	Jennifer Caughron	4502	unknown	unknown		No MBS warranties. MBS makes no warranties, express or implied, with respect to the licensed materials or services provided hereunder, including without limitation any implied warranty of merchantability fitness for a particular purpose, non-infringement of third party rights and those arising from a course of dealing or usage of trade. No warranty is made that use of the licensed materials or services will be error free or uninterrupted, that any errors or defects in the licensed materials or services will be corrected, or that the licensed materials or services will meet the store's requirements.	Yes	KCCD		
556	\$3,500/mo plus travel, including airline tickets, car rentals, mileage, parking, tolls, hotel accom, meals	06/14/07	Sandra Serrano	5104	unknown	unknown		unknown	not included	KCCD	3/30/2010	

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557	\$12,800.00	11/02/06	Kellie Van Westen	5104	unknown		Each party agrees to indemnify, defend and hold harmless the other party (and its officers, employees, trustees, agents, and successors) from and against any and all liabilities, losses, claims, demands, expenses, damages or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this agreement, and legal costs arising from the performance of services under this agreement. If required, Contractor shall provide a certificate of insurance naming KCCD as additional insured.	unknown	not included	BC Weill Instit.		
558	\$11,436	02/10/11	John Daly	6369	unknown		Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or mission of the indemnifying party of anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.	McQuay Factory extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed. McQuay Factory Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by McQuay Factory Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. These warranties are in lieu of all other warranties, expressed or implied, including, but not limited to, those of merchantability and fitness for specific purpose, which are hereby specifically disclaimed.	not included	CC	Entered 3/09/11	

\$43,254.000 total for 3 years; IWV - 3 yrs=\$17,563; ESCC-Bishop 3 yrs = \$14,255; ESCC-Mammoth 3 yrs =



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559	R=\$100,000; E=4.5%	06/11/09	Donna Berry	2374	unknown	unknown	unknown	unknown	not included	PC	3/20/2010	

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560	R=\$160,000; Est.=\$3,000 NTE	06/11/09	Joyce Ester	4204	(b) Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. (c) Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (d) Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 9/6/11
561	\$9.95 monthly statement fee plus .10 per item plus 1.69% discount rate	07/08/10	Alex Gomez	4345	unknown		unknown	unknown	not included	BC		entered 7/26/10
562	\$3,800.00	08/12/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		entered 9/8/10

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563	\$217,503.00	09/08/11	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		entered 9/29/11
564	\$61,220.75	08/02/07	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD	8/24/2009; 12/14/09	Per Eddie Alvarado: The FCCC Microsoft campus agreement is a master agreement handled/signed by the State Chancellor's office in Sacramento. We are now only processing annual POs for KCCD's annual right to use Microsoft software. So, unless things change, there is no need for us to take this to future Board meetings for approval.

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565	\$10,300.00	02/01/07	Cindy Collier	4282	unknown		unknown	unknown	not included	BC		
566	\$11,200 28 weeks @ \$400=\$11,200	04/12/12	Dave Teasdale	5011	Each party shall obtain, pay of and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party, its employees, officers, agents and assigns in connection with performance of this Agreement, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply	unknown	not included	KCCD		

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567	\$15,000.00		Deanna Campbell				unknown	unknown	not included	CC, Eastern Sierra Coll Centr Mamm Lakes, Town of Mamm Lakes, Co of Mon, Mamm Lakes Found, Mono Co Office of Edu and Mamm Unif Sch Distr		

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568	N/A	06/12/08	Tom Burke	5124	(1) <u>Comm gen liability insurance</u> (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) <u>workers' compensation insurance</u> as required under state law. In addition, County Board of Education and Library Authority shall each maintain at all times during the term of this agreement an all risk policy of standard fire and extended risk property insurance coverage, including vandalism and malicious mischief endorsements, on the Joint Use Library Facility in the amount of at least the replacement cost of the Joint Use Library Facility, unless otherwise agreed by the parties. (see contract for more information).		Each party agrees to defend, hold harmless, and indemnify the other parties (and the officers, employees, trustees, agents, successors, and assigns of each of them) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death, at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement or by the indemnifying party's act or omission in operating, repairing, using, or permitting the use of the Joint Use Library Facility. (see contract for more information)	unknown	not included	CC, Mono Co Library Authority, Mono Co Supt of Sch, Mono Co Bd of Educ, and Mamm Uni Sch Distr		

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569	\$3,000 + travel	06/10/10	David Palinsky	5170	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming Client as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Client at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish Client with a certificate of insurance containing the endorsements required under this section, and Client shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with Client a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liabilities or obligations under the indemnification provisions of this Agreement. Automobile Insurance - Consultant certifies that each employee carries automobile liability insurance that meets the automobile insurance requirements of the State of California for "any auto" that is used to provide the scope of services contained in the contract.		Contractor shall defend, indemnify and hold Client, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees in performing services under this Agreement or while otherwise present on Client's premises.	Consultant warrants and represents that Consultant has the full and unrestricted right, power and authority to enter into this Agreement and to perform Consultant's obligations in accordance with the term of this Agreement. Consultant will perform all services exercising due care and in a workmanlike, professional and conscientious manner, and in accordance with all applicable laws and regulations. Consultant warrants, in the performance of this contract: (1) Not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap, or Vietnam era veteran status, (2) That every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Consultant warrants that all deliverables materials, including items such as specifications, documentation, programming, software and other products delivered hereunder shall conform in all material respects to the Statement of Work contained in Appendix A attached hereto and will be fit and suitable for their stated intended purposes. Consultant warrants that all products produced or furnished hereunder will be of	not included	KCCD		entered 6/29/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
570	\$40,320.00	06/10/10	David Palinsky	5170	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming Client as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Client at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish Client with a certificate of insurance containing the endorsements required under this section, and Client shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with Client a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liabilities or obligations under the indemnification provisions of this Agreement. Automobile Insurance - Consultant certifies that each employee carries automobile liability insurance that meets the automobile insurance requirements of the State of California for "any auto" that is used to provide the scope of services contained in the contract.		Contractor shall defend, indemnify and hold Client, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees in performing services under this Agreement or while otherwise present on Client's premises.	Consultant warrants and represents that Consultant has the full and unrestricted right, power and authority to enter into this Agreement and to perform Consultant's obligations in accordance with the term of this Agreement. Consultant will perform all services exercising due care and in a workmanlike, professional and conscientious manner, and in accordance with all applicable laws and regulations. Consultant warrants, in the performance of this contract: (1) Not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap, or Vietnam era veteran status, (2) That every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Consultant warrants that all deliverables materials, including items such as specifications, documentation, programming, software and other products delivered hereunder shall conform in all material respects to the Statement of Work contained in Appendix A attached hereto and will be fit and suitable for their stated intended purposes. Consultant warrants that all products produced or furnished hereunder will be of	not included	KCCD		entered 6/29/10



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
571	\$17,750.00	06/09/11	David Palinsky	5170	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability than \$1,000,000 per occurrence; (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Consultant warrants and represents that Consultant has the full and unrestricted right, power and authority to enter into this Agreement and to perform Consultant's obligations in accordance with the term of this Agreement. Consultant will perform all services exercising due care and in a workmanlike, professional and conscientious manner, and in accordance with all applicable laws and regulations. Consultant warrants, in the performance of this contract: (1) Not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap, or Vietnam era veteran status, (2) That every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Consultant warrants that all deliverables materials, including items such as specifications, documentation, programming, software and other products delivered hereunder shall conform in all material respects to the Statement of Work contained in Appendix A attached hereto and will be fit and suitable for their stated intended purposes. Consultant warrants that all products produced or furnished hereunder will be of	not included	KCCD		entered 6/21/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
572	\$75,936.00	11/10/11	Eddie Alvarado	5137	unknown	unknown	unknown	unknown	not included	KCCD		entered 11/21/11

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573	N/A	10/01/09	Dan O'Connor	4231	(A) College Insurance - College shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by College's employees and student interns while acting within the scope of this Agreement. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated "A-V" or better by AM Best or a qualified program of self-insurance. College shall maintain and provide evidence of WC and disability coverage as required by law. College shall provide MOVE International with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to KCSOS. College shall promptly notify MOVE International of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. (B) Move International Insurance - MOVE International shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated "A-V" or better by AM Best or a qualified program of self-insurance. MOVE International shall provide College with evidence of the insurance coverage		(A) College agrees to indemnify, defend, and hold harmless MOVE International, and their affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fee, arising out of or resulting from College's sole negligence, willful misconduct or in proportion to College's comparative fault. (B) MOVE International agrees to indemnify, defend, and hold harmless College, and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fee, arising out of or resulting from MOVE International's sole negligence, or in proportion to MOVE International's comparative fault.	unknown	not included	BC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
574	\$0.00	03/10/11	Joyce Coleman	4614	MTVN shall obtain and maintain at all times during the Term of this Agreement statutory coverage for worker's compensation insurance and commercial general liability insurance, in amounts not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. MTVN shall name School as an additional insured under such policies and shall provide School with certificates of insurance evidencing this coverage no later than 10 days following full execution of this Agreement.		MTVN shall indemnify and hold School, its officers, directors and employees harmless from and against any and all claims, damages, liabilities, costs and expenses including, reasonable counsel fees, arising out of or relating to any breach or alleged breach by MTVN if any representation, warranty, undertaking or other term contained in this Agreement or any negligent act or omission by MTVN; provided, however, that School shall promptly notify MTVN of any claim or litigation to which the indemnity set forth in this Section 15 applies, and that MTVN's sole option, MTVN may assume the defense of any such claim or litigation.	unknown	not included	BC		entered 3/14/11
575	\$2,370.00	06/11/09	Dick Benson	6240	unknown		You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.	We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.	not included	CC	12/14/2009	
576	\$600.00	12/15/11	Richard Casagrande / John Means	5014 / 5036	Licensee warrants and represents that it will maintain general liability insurance covering National, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, to cover Licensee's liabilities and obligations under this Agreement. Upon request, Licensee shall provide University with evidence of such insurance.		Licensee agrees to indemnify and hold harmless National, its officers, agents, and employees, from and against any and all costs, losses, damages, liabilities expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of or be consequent upon use of the Facility by Licensee, its employees, agents, guests, or invitees, or consequent upon or arising from Licensee's failure to comply with any laws, statutes, ordinances, codes, rules or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property. This indemnifications shall survive the termination of this Agreement.	unknown	not included	District		entered 1/7/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
577	N/A	03/10/11	Carol Brown / Rosa Carlson	2316 / 2315	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 pre occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party shall indemnify and hold harmless the other party and its affiliates, agents, employees and representatives from and against any and all liabilities, loss, costs, damages, or expenses, including attorney's fees, which it or either of them may hereafter incur, suffer, or shall be required to pay by reason of: (i) any grossly negligent or intentional misrepresentation made by a party; or (ii) the breach of any binding covenant or condition in this MOA.	unknown	not included	PC		entered 3/14/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
578	\$600.00	12/15/11	Richard Casagrande	5014	Licensee warrants and represents that it will maintain general liability insurance covering National, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, to cover Licensee's liabilities and obligations under this Agreement. Upon request, Licensee shall provide University with evidence of such insurance.		Licensee agrees to indemnify and hold harmless National, its officers, agents, and employees, from and against any and all costs, losses, damages, liabilities expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of or be consequent upon use of the Facility by Licensee, its employees, agents, guests, or invitees, or consequent upon or arising from Licensee's failure to comply with any laws, statutes, ordinances, codes, rules or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property. This indemnification shall survive the termination of this Agreement.	unknown	not included	KCCD		entered 1/13/12
579	\$600.00	12/15/11	Richard Casagrande	5014	Licensee warrants and represents that it will maintain general liability insurance covering National, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, to cover Licensee's liabilities and obligations under this Agreement. Upon request, Licensee shall provide University with evidence of such insurance.		Licensee agrees to indemnify and hold harmless National, its officers, agents, and employees, from and against any and all costs, losses, damages, liabilities expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of or be consequent upon use of the Facility by Licensee, its employees, agents, guests, or invitees, or consequent upon or arising from Licensee's failure to comply with any laws, statutes, ordinances, codes, rules or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property. This indemnification shall survive the termination of this Agreement.	unknown	not included	KCCD		entered 1/13/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
580	\$817.00	03/03/10	Susan Parker / Dennis VanderWerff	6135 / 6132	Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is prohibited by law.		The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defense and shall have the right at its option: (a) to procure the right for the Licensee to continue using the Licensed Material; (b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or (c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.	The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party. The licensed material is provided "As Is." Neither the licensor nor anyone else makes any warranties of any kind, either express or implied, including, but not limited to, warranties of satisfactory quality, accuracy or fitness for a particular purpose. Except as otherwise expressly provided in this clause 8 and clause 12, all condition, warranties, terms, representations, and undertakings express or implied, statutory or otherwise in respect of the licensed material are to the fullest extent permitted by law expressly excluded. No oral or written information or advice given by any representative of the licensor or by anyone else shall create any warranties.	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
581	R=\$1,500; E=\$700	07/14/11	Stephen Gexler / Jill Board	6106 / 6212	CCCC shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that CCCC is a permissibly self-insured public entity in accordance with the California Government Code. KCCD conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.		unknown	unknown	not included	CC		entered 7/26/11
582	R=\$3,750; E=\$1,896	02/10/11	Valerie Karnes/Dr. James Fay	6261 / 6201	unknown		unknown	unknown	not included	CC		entered 3/14/11



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583	N/A	11/05/09	Valerie Karnes	6261	unknown		CC holds NAWCWD harmless and agrees to indemnify NAWCWD for all liabilities, claims, demands, damages, expenses and losses of any kind caused by the sole or gross negligence, or willful misconduct, of the CC or any other entity acting on behalf of or under authorization of CC under this agreement; provided, however, that CC shall not be liable to NAWCWD for any claims whatsoever in connection with loss of revenue.	CCCC hereby warrants to NAWCWD that, as of the date hereof, it is a public institution of education in the State of California; as required by Title 10 U.S.C. §2194 and meeting the requirements of Title 26 U.S.C. §501(c)(3) dedicated to improving science and mathematics education; and has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.	not included	CC		
584	R=\$3,375 per course; E=\$1,816	08/13/09	Mary Retterer	6212	unknown	unknown		unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
585	Yr 1--\$15,000; Yr 2-5 = \$10,000/Yr	05/03/12	Stephen Kegley	4492	unknown		(a) Each Party (each an "Indemnifying Party") shall be responsible for and shall indemnify and hold harmless the other Party and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any breach of this Agreement by an Indemnifying Party or any Exhibit hereto, or any action, inaction, or omissions of the Indemnifying Party, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to be or prosecuting the same; provided, however, that the Indemnifying Party shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault or default of the Party seeking indemnification. (b) The Indemnifying Party shall, upon the Indemnified Party's demand, promptly and diligently defend at the Indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Indemnifying Party is responsible under this Section, and, further to the Indemnifying Party's indemnification obligations, the Indemnifying Party shall pay and satisfy any judgment, decree,	NeuLion warrants that the Service will operate according to any specifications which may be provided or published by NeuLion. If it is determined that the Service does not operate according to such specifications, NeuLion's only responsibility will be to use its commercially reasonable efforts, consistent with industry standards, to cure the defect. Except as set forth herein, no other warranties, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, are made by NeuLion. In no event will NeuLion be liable to company or any other party for any loss, including time, money, goodwill, lost profits and consequential damages based on contract, tort or other legal theory which may arise hereunder or from the use or operation of the service.		BC	entered 5/14/12	
586	\$15,000.00	11/10/11	Natalie Dorrell / Gale Lebsock	6370	unknown		unknown	unknown	not included	CC		entered 12/5/2011

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587	R=12,522; E=8,818	06/09/11	Tim Capehart/Cindy Collier		Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that Contractor is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation. Contractor agrees that Recipient may satisfy the insurance requirements referenced herein by self-insurance.	unknown		unknown	not included	BC		entered 7/18/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
588	\$615,863.00	12/15/11	David Palinsky / Sean James	5170 / 5165	unknown		If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: (a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); (b) gives the Provider sole control of the defense and any settlement negotiations, and (c) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or may end the license for, and require return of, the applicable Material and refund any fees	Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services. Oracle does not guarantee that the programs will perform error-free or uninterrupted or that Oracle will correct all program errors. For any breach of the above warranties, your exclusive remedy and Oracle's entire liability shall be: (A) The correction of program errors that cause breach of the warranty; or, if Oracle cannot substantially correct such breach in a commercially reasonable manner, you may end your program license and recover the fees you paid to Oracle for the program license and any unused, prepaid technical support fees you have paid for the program license; or (B) The reperformance of the deficient services; or, if Oracle cannot substantially		KCCD		entered 1/17/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
589	\$18,725.00	08/11/11	David Palinsky	5170	unknown		If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: (a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); (b) gives the Provider sole control of the defense and any settlement negotiations, and (c) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or may end the license for, and require return of, the applicable Material and refund any fees	Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services. Oracle does not guarantee that the programs will perform error-free or uninterrupted or that Oracle will correct all program errors. For any breach of the above warranties, your exclusive remedy and Oracle's entire liability shall be: (A) The correction of program errors that cause breach of the warranty; or, if Oracle cannot substantially correct such breach in a commercially reasonable manner, you may end your program license and recover the fees you paid to Oracle for the program license and any unused, prepaid technical support fees you have paid for the program license; or (B) The reperformance of the deficient services; or, if Oracle cannot substantially	not included			
590	\$24,860.00	06/14/07	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	12/14/2009	entered 9/6/11

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591	Hourly rates from \$60.00 to \$175.00 per hour. (see contract for more detail)	03/01/07	Tom Burke	5124	(1) <u>Workers' Compensation Insurance.</u> (a) The architect shall require that all persons engaged by it in connection with the services described in this master agreement (such as engineers and other consulting professionals) maintain WC insurance. (2) <u>Comprehensive Bodily Injury and Property Damage Liability insurance</u> for combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence for each project that the architect is performing at any given time (e., if two projects are being performed simultaneously by the architect, then the architect must carry insurance with a limit of \$2,000,000). The policy shall include Contractual or Assumed Liability Insurance and Owned, Hired and Non-owned Automobiles Insurance; and shall be endorsed to provide specifically that any claim or loss shall be deemed excess and the Architect's insurance primary despite any conflicting provisions in the Architect's policy; (a) The architect shall require that all persons engaged by it in connection with the services described in this master agreement (such as engineers and other consulting professionals) maintain Comprehensive Bodily Injury and Property Damage Liability Insurance for combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence for each project that the architect is performing at any given time. (3) <u>Professional Liability insurance</u> protecting from claims arising out of the performance of professional services caused by a negligent act, error or omission of the architect, or act for which the architect is legally liable, with a limit of \$1,000,000 for claim and \$1,000,000 in the aggregate, which will remain in full force and effect for a period of five (5) years after the termination of this master agreement and the completion of architect's services hereunder to		The architect shall indemnify and hold harmless the Client and its Board, officers, employees, agents and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, reasonable attorneys' fees and cost, to the extent caused by the negligence, recklessness, or willful misconduct of the architect or resulting from (1) The architect's negligent performance or failure to perform any of its obligations under this master agreement or any other negligent default of the architect hereunder; (2) Any injury, sickness, disease, death or injury to person or destruction of property sustained by architect or any person, firm, corporation or other entity employed by architect upon or in connection with the work and services provided for hereunder and not directly or indirectly caused by any act or omission of the district, its agents (not including architect acting as agent), and not directly or indirectly caused by any act or omission of the District, its agents (not including architect acting as agent), servants or employees. (3) Any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use there from, sustained by any person, firm, corporation or other entity and to the extent caused by any negligent or willful act or omission of the Architect or by anyone employed by the architect or anyone for whose acts the architect	(A) The architect represents and warrants that (a) it is an experienced architectural engineering firm having the skill and professional ability and the flexibility necessary to perform all of the services required of it under this master agreement to the standard of care of the industry of architects' in Kern County, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with applicable current laws, rules, and regulations which may become applicable to the services rendered on the project which may become applicable to the design and construction of any project under this master agreement (such laws rules and regulations, include, but are not limited to, applicable local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any project covered by this master agreement, local environmental and sanitary laws and rules and regulations, and applicable orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any project hereunder), (d) that it will assume full responsibility for all work	not included	KCCD		
592	\$605 per hr.	12/11/08	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		

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593	N/A	03/06/08	Dr. James Fay	760-384-6201	For duration of MOU, OVDCDC will procure and maintain Comm general liability and fire insurance no less than \$1,000,000 per occurrence for bodily injury and property damage, with an aggregate limit no less than \$3,000,000. The insurance shall not contain a deductible or self-insured retention that exceeds \$5,000. (see contract for more information).		OVDCDC shall defend, hold harmless, and indemnify college, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liability, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of vocational or occupational training programs that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of OVDCDC, its employees, agents, subcontractors, independent contractors, consults, or other representatives. College shall defend, hold harmless, and indemnify OVDCDC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liability, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that arise out of or result	unknown	not included	CC & Owens valley Career Dev Center (OVDCDC)		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
594	N/A	03/06/08	Dr. James Fay	760-384-6201	For duration of MOU, OVDCDC will procure and maintain Comm general liability and fire insurance no less than \$1,000,000 per occurrence for bodily injury and property damage, with an aggregate limit no less than \$3,000,000. The insurance shall not contain a deductible or self-insured retention that exceeds \$5,000. (see contract for more information).		OVDCDC shall defend, hold harmless, and indemnify college, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liability, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of vocational or occupational training programs that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of OVDCDC, its employees, agents, subcontractors, independent contractors, consults, or other representatives. College shall defend, hold harmless, and indemnify OVDCDC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liability, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that arise out of or result	unknown	not included	CC & Owens valley Career Dev Center (OVDCDC)		
595	50% of identified savings	03/05/09	Debbie Rapp	unknown				unknown	not included	PC		



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596	\$4,800.00	09/08/11	Angela Mora / LaMont Schiers	4554 / 4221	The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner. Subject to 5 above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident. The Fire Damage Limit provided by this policy shall be the greater of: (a) \$500,000 or (b) The amount show in the Declarations. (see contract for more information).		unknown	unknown	not included	BC		entered 9/27/11
597	3 pay phones; commission 25% per phone per mo for 3 phones; Revenue above \$100.	04/03/08	Eddie Alvarado/ David Palinsky	5137 or 5170	unknown		PTS shall indemnify and hold location provider harmless to the extent required by law for liabilities imposed upon the location provider for bodily injuries and property damages caused by the negligent acts or omissions of PTS' employees while on location provider's premises in the course of its performance of this agreement, except as may be otherwise provided by applicable tariffs, laws or regulations. Location provider shall indemnify and hold PTS harmless from claims and liabilities arising from Transferred Equipment or from location provider's operation and maintenance of the premises.	The person signing represents and warrants: (1) to have the authority to execute this agreement; (2) that location provider has the legal right to possession of the premises; and (3) that location provider has not entered into any other agreement that is inconsistent with this agreement. Location provider and person signing this agreement will hold harmless and indemnify PTS from any claims or liabilities arising from inaccuracy or omission in such warranties.	not included	KCCD		

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598	Parcel B \$9,550. per mo; Parcel C \$3,580. per mo.	09/04/08	Tom Burke	5124	(a) \$1,000,000 for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and (b) \$1,000,000 for property damage. Landlord shall be named as an additional insured and the policy or policies shall contain cross-liability endorsements. Tenant shall maintain in effect throughout the term of this lease, at Tenant's sole expense, WC insurance in accordance with the laws of California.		Tenant shall indemnify and hold Landlord and the property of landlord, including the premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs (collectively, "Losses"), arising by reason of the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by (1) Tenant's use of the premises or the conduct of its contractors or visitors; and (2) all losses arising from any default in the performance of any intentional wrongful act of landlord or its agents, contractors or employees. Landlord agrees to indemnify and hold tenant harmless from and against any and all claims arising from landlord's breach or default in the performance of landlord's obligations under this lease or arising from the negligence or intentional wrongful act of landlord or its agents, contractors or employees.	unknown	not included	KCCD		(See Amendment #2 below)
599	N/A	10/14/10	Tom Burke	5124	N/A		N/A	unknown	not included	KCCD		entered 10/19/10

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600	R=\$3,041.64 ; E=\$1,785.00	02/09/12	Hamid Eydgahi	4921	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that Contractor is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.	unknown		unknown	not included	BC		entered 3/28/12

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601	\$75 hr/plus travel & misc expenses	07/08/10	Tom Burke	5124	Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California, as applicable: (1) commercial general liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party with certificates of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt one party of a notice of cancellation, change or reduction in coverage, the party whose insurance company issued the notice shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Contractor agrees to defend, hold harmless, and indemnify the District and/or Attorneys (and District, Attorneys, officers, employees, directors, agents, successors and assigns) against all claims, suits (whether in contract, tort, or otherwise), expenses, losses, penalties, fines, forfeitures, costs and liability, including reasonable attorney's fees, which arise or are alleged to arise out of (1) any act or omission of Contractor in performing services under this Agreement or otherwise on behalf of Attorneys, or (2) the breach of the terms of this Agreement by Contractor.	unknown		KCCD		entered 7/26/10

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602	\$750 per candidate referred & \$1,200 for every final candidate referred	02/07/08	Mary Retterer	6212	unknown		In furtherance of the Client's confidentiality obligations as set forth in paragraph 8, the Client agrees to protect, indemnify, defend and hold harmless Pauly Group, and its officers, directors, employees and agents, from and against any and all claims, damages, losses, liabilities, obligations, penalties, actions, judgments, suits, costs and expenses, including, without limitation, reasonable attorney's fees and costs of expert witnesses, that maybe incurred by or asserted against Pauly Group or its officers, directors, employees or agents, in each case arising out of or in connection with or related to any breach by the client, or any of the client's officers, directors, employees or agents, of the obligations set forth in paragraph 8. The agreements and obligations of the client contained in this paragraph shall survive the term of the Reference Project Agreement, and will continue indefinitely.	No warranty is expressed or implied with regard to the time of completion.	not included	CC		

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603	\$23,100.00	02/07/08	Mary Retterer	6212	unknown		In furtherance of the Client's confidentiality obligations as set forth in paragraph 8, the Client agrees to protect, indemnify, defend and hold harmless Pauly Group, and its officers, directors, employees and agents, from and against any and all claims, damages, losses, liabilities, obligations, penalties, actions, judgments, suits, costs and expenses, including, without limitation, reasonable attorney's fees and costs of expert witnesses, that maybe incurred by or asserted against Pauly Group or its officers, directors, employees or agents, in each case arising out of or in connection with or related to any breach by the client, or any of the client's officers, directors, employees or agents, of the obligations set forth in paragraph 8. The agreements and obligations of the client contained in this paragraph shall survive the term of the Reference Project Agreement, and will continue indefinitely.	No warranty is expressed or implied with regard to the time of completion.	not included	CC		
604	\$1,740.00	05/10/07	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	

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605	\$60,000.00	07/14/11	Dr. Rebecca Flores	4037	unknown	unknown		Except as set forth in this Agreement, Pearson expressly disclaims all warranties, expressed or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Pearson does not warrant that the Pearson products will meet customer's requirements. Customer acknowledges that it has relied on no warranties other than the expressed warranties provided in this agreement. Limitation of Liability. In no event will either party be liable for any indirect, special, incidental, exemplary or consequential damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising out of or related to this Agreement, or the use of or inability to use the otherwise, even if such party has been advised of the possibility of such damages. Pearson's total aggregate liability for all damages arising out of or related to this agreement or customer's use of the Pearson product giving rise to the claim. Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above limitations may not apply to the	not included	BC	1/10/2012	entered 8/1/11

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606	N/A	12/07/06	Sue Vaughn	4049	<p><u>Commercial General Liability insurance</u>-The Commercial General Liability insurance policy shall have a combined limit of at least \$1,000,000 per occurrence. (a) <u>General Liability</u>--During the term, any renewals or extension, company will maintain a commercial general liability insurance policy with a combined limit for each occurrence of at least the amount set forth on Exhibit A. The policy will include Pearson VUE as an additional insured.</p>		<p>Company will indemnify, defend and hold Pearson VUE harmless against, all claims or demands of any nature brought by others against Pearson VUE, including penalties or damages of any kind imposed upon Pearson VUE under its contractual arrangements with Sponsors, which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this agreement.</p>	<p>Company warrants that its performance under this agreement will not compromise any relationships or create a conflict of interest for company, nor, to the best of company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest. Company further warrants that its services under this agreement will be performed in accordance with all applicable US federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the PVTTC is located. These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, bribery and corruption, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. In addition, company warrants that all software used in performing its obligations under this agreement will have been legally obtained from legitimate sources. Company will indemnify, defend, and hold Pearson VUE harmless from all claims of other parties for breach of these warranties.</p>	not included	BC		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
607	\$200.00	04/08/10	Sue Vaughn	4049	<p><u>Commercial General Liability insurance</u>-The Commercial General Liability insurance policy shall have a combined limit of at least \$1,000,000 per occurrence. (a) <u>General Liability</u>--During the term, any renewals or extension, company will maintain a commercial general liability insurance policy with a combined limit for each occurrence of at least the amount set forth on Exhibit A. The policy will include Pearson VUE as an additional insured.</p>		<p>Company will indemnify, defend and hold Pearson VUE harmless against, all claims or demands of any nature brought by others against Pearson VUE, including penalties or damages of any kind imposed upon Pearson VUE under its contractual arrangements with Sponsors, which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this agreement.</p>	<p>Company warrants that its performance under this agreement will not compromise any relationships or create a conflict of interest for company, nor, to the best of company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest. Company further warrants that its services under this agreement will be performed in accordance with all applicable US federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the PVTc is located. These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, bribery and corruption, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. In addition, company warrants that all software used in performing its obligations under this agreement will have been legally obtained from legitimate sources. Company will indemnify, defend, and hold Pearson VUE harmless from all claims of other parties for breach of these warranties.</p>	not included	BC	updated 4/12/10	

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608	\$1,000.00	02/09/12	Gale Lebsock/Jill Board	6230	Company is self-insured and Pearson VUE understands that Company participates in a formal self-insurance program to fund the potential legal liability associated with those exposures that may otherwise be covered by Commercial General Liability Insurance.		Pearson VUE agrees to indemnify, defend, and hold harmless Company and Company's directors, officers, employees, successors, and assigns from and against any and all third party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses to the extent they result or arise from any claim that the Software or any part thereof furnished under this Agreement infringes any Trademarks, patents, or copyrights, or other intellectual property rights provided that Company provides notice pursuant to Section entitled "General Provisions" Subsection (j) herein. If the Software or any part thereof is proven to infringe a third party's Trademarks, patents, copyrights, or other intellectual property rights, or if Pearson VUE determines that the Software or any part of the Software will infringe such rights, or Pearson VUE is enjoined from using the Software or any part of the Software, then Pearson VUE, at Pearson VUE's expense and sole option, shall (i) procure for Company the right to continue using the Software, or (ii) modify or replace the Software so it does not infringe or (iii) terminate this Agreement without any further liability. The foregoing indemnification by each party hereto shall be subject to the following: (a) the indemnified party promptly notifies the other party in writing of the claim; provided that the failure to so notify the indemnifying party shall not relieve the indemnifying party of any liability it may	Company warrants that its performance under this Agreement will not compromise any relationships or create a conflict of interest for Company, nor, to the best of Company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest. Company further warrants that its Services under this Agreement will be performed in accordance with all applicable United States federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the PVTC is located. These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, bribery and corruption, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. In addition, Company warrants that all software used in performing its obligations under this Agreement will have been legally obtained from legitimate sources."		CC	entered 2/21/12	

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609	\$25,000.00	02/01/07	Lisa Couch (Ken Robinson)	6288	unknown	unknown		PeopleAdmin warrants that (i) PeopleAdmin will not refer any applicant processed via PeopleAdmin's system regarding a position at Customer to any other person or entity, and (ii) PeopleAdmin will use commercially reasonable efforts to fulfill its obligations under this agreement. PeopleAdmin warrants that it is the sole owner of all right, title and interest in the intellectual property it licenses under this agreement, and that in using that intellectual property or any element of it, customer will not violate or infringe the patent, copyright, trademark or other personal or property right of any person.	not included	KCCD		
610	\$5,000.00	02/01/07	Abe Ali	5141	unknown	unknown		unknown	not included	KCCD		entered 10/21/10

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611	Approx. \$131,250 to CCCC	10/05/06	Gale Lebsock		(A) Each party hereto maintains and agrees to maintain, at all times during the term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insureds on such insurance during the term. Such insurance will contain a waiver of subrogation with respect to the additional insureds.		(A) Pepsi will indemnify and hold the school harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Pepsi's products; and/or (iii) the negligence or willful misconduct of Pepsi. (B) The school will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this agreement; and/or (ii) the negligence or willful misconduct of the school. (C) The provisions of Section 13 shall survive the termination of this agreement.	unknown	not included	CC		agreement was overseen by Jane Harmon when Jane was at CC

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612	\$38,000.00	10/05/06	John Etcheberry			unknown	(a) PBG will indemnify and hold the college harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this agreement; (ii) product liability suits resulting from the use or consumption of PBG's products, and/or (iii) the negligence or willful misconduct of the PBG. (b) The college will indemnify and hold PBG, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this agreement; and/or (ii) the negligence or willful misconduct of the college.	unknown	not included	PC		
613	\$1,340.00	06/10/04	Deanna Campbell	5301		unknown		unknown	not included	CC	2/1/2010	Response: YES - Contract will be renewed.

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614			Tom Burke (Ronna Benning)	5124	unknown		unknown	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
615	\$5,000.00	06/14/12	David Palinsky	5170	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. With the exception of (3) and (4) above, each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 10 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this agreement or breach of its terms.</p>	unknown	Yes	PC		entered 07/03/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
616	\$102,329.00 NTE	11/10/11	Eitan Aharoni	5095	Contractor shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance: (A) Workers Compensation insurance for all of Contractor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860 et seq., Contractor shall submit to Owner an acceptable Workers Compensation Certificate. (B) Contractor shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) damage. The policy(ies) shall contain an endorsement naming Owner as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to Owner at least 30 days prior to cancellation or material change in the form of such policy(ies). Contractor shall furnish Owner with certificates for insurance containing the endorsements required under this section, and Owner shall have the right to inspect the original policy(ies) of such insurance upon request. (C) All insurance companies must meet the following criteria: (1) U.S. Treasury listed (2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List") (3) A minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.		Contractor shall indemnify and hold harmless Owner, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of: (A) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of Owner. (B) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Owner's property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract. At Contractor's own expense, cost, and risk, Contractor shall defend at the Owner's request any and all actions, suits, or other proceedings that may be brought or instituted against Owner, its governing board, officers, agents, or employees, on any such claim or	unknown	not included	CC		entered 11/21/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
617	\$11,160.00	12/06/08	David Palinsky	5170	unknown		To the extent allowed by applicable law, you agree to indemnify, defend and hold us and persons acting on our behalf harmless from and against any and all costs, expenses, damages, fines, settlements, claims or liability, including reasonable attorneys' fees (collectively, "Claims") arising out of or relating to your performance under this agreement or use of the equipment, excluding those adjudged to have arisen solely from our gross negligence or willful misconduct. We shall give you prompt written notice of such claims under this section made upon us. Further, notwithstanding your obligation to defend, we retain the right, at your expense, to defend, and after consultation with you to settle or compromise the claims and actions.	no warranties	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
618	\$980.00	02/05/09	Eddie Alvarado	5137	unknown	unknown		PBI warrants that services will be performed in a skillful and workmanlike manner. In the event PBI fails to meet this warranty, and as customer's sole remedy, PBI shall correct or reperform the affected service during the term of this agreement.	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
619	\$33,504.00	06/10/10	Kraig Harmon / Laura Lorigo	unknown		unknown		unknown	not included	BC		Entered 6/24/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
620	\$44,000.00	08/11/11	Judy Ahl / Todd Coston	4899 / 4601	Each party shall obtain, pay for and maintain in effect during the life of this Agreement (Insurance Form attached). Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement although notwithstanding anything in this section or this Agreement to the contrary, in no case will one parties maximum aggregate liability to the other exceed an amount equal to the amount paid by You to Us during the twelve month period preceding the claim.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of its terms.	Subject to the terms of section 4.6, We warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period, and that the Perpetual Software will perform in general accordance with the applicable Documentation for a period of six months after the Start Date. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If We breach this express warranty, We will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected PLATO Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected PLATO Software which generally conforms with that Documentation, or (c) accept the return of the affected PLATO Software and refund You the portion of Your purchase price attributable to the returned product. This will be Our sole obligation, and Your sole remedy, with respect to any breach of this warranty. Except for the express warranty provided in this section, the software is provided on an "as is" and "as available" basis, without any additional warranties	not included	BC	updated 9/7/11	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
621	\$20,500.00	08/08/06	Mildred Lovato	4204	The Policy Center's liability under this agreement is limited to the amount paid by BC, and the Policy Center is not liable for any special, consequential, incidental, or indirect damages, or for lost profits.	unknown	unknown	unknown	not included	BC	1-12-10 sent to Nan Gomez-Heitzeberg	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
622	\$300 initial + up to \$2400 additional	02/10/11	Gale Lebsock	6215	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its term.	unknown	not included	CC		entered 4/30/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
623	\$500/mo	11/05/09	Carol Bodine	2319	unknown		unknown	unknown	not included	PC	3/30/2010	See Second Amendment below.
624	\$500/mo	11/05/09	Carol Bodine	2319	unknown		unknown	unknown	not included	PC		updated 6/24/10 (See Third Amendment below)
625	\$500/mo	07/14/11	Carol Bodine	2319	unknown		unknown	unknown	not included	PC	1/10/2012	updated 7/25/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
626	\$125,000.00	07/08/10	Carol Bodine	2319	unknown	unknown	unknown	unknown	not included	PC		Updated 7/23/10



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
627	(see notes on far right)		Tom Burke (Robert Carey)	5124	unknown		unknown	unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
628	(see notes on far right)		Tom Burke (Robert Carey)	5124	(a) Fire, lightning and extended coverage insurance on the Facility equal to one hundred per cent (100%) of the then current replacement cost of the Facility, excluding the then value of the land as unimproved (except that such insurance may be subject to deductible clauses of not to exceed one hundred thousand dollars (\$100,000) for any one loss), and earthquake insurance (if available on the open market in an amount equal to the full insurable value of such structure or the principal amount of all outstanding Bonds, whichever is less (except that such insurance may be subject to deductible clause of not to exceed one hundred thousand dollars (\$100,000) for any one loss). (b) Public liability insurance with limits of not less than three million dollars (\$3,000,000) per occurrence for bodily injury and property liability combined to protect the Board and its members, officer and employees and the Trustee from all direct or contingent loss or liability for damages for bodily injury or death occasioned by reason of the construction, condition or operation of the Facility. The public liability and property damage insurance may be subject to a deductible clause for any one occurrence of not to exceed one hundred thousand dollars (\$100,000). (see contract for more information).	unknown		unknown	not included	PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
629	(see notes on far right)		Tom Burke (Robert Carey)	5124	unknown		unknown	unknown	not included	PC		
630	N/A	04/14/11	Kim Behrens /Ann Beheler	3665	unknown		unknown	unknown	not included	PC		entered 5/11/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
631	(see notes on far right)	10/14/04	Tom Burke	5124	Lessee shall maintain property damage and general liability insurance policies with coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate protecting the Musical instruments, KCCD, its trustees, employees and officers against liability for damage or destruction of the Musical instruments and an injury or death of person or persons arising from any act or omission by Lessee, its agents, officers and employees while leasing the Musical Instruments under this agreement.		Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising from Lessee's use of the instruments or from any activity, work, or things which may be permitted or suffered by Lessor in relation to the use of said instruments including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. The Lessee hereby assumes all risk of damage to property or injury to person in relation to the Musical Instruments.	unknown	not included	KCCD, PC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
632	\$575.00	06/14/12	Kim Behrens / Bill Henry	2322 / 2459	It is agreed that any Person(s) or Organization using the property or facilities of the Porterville Unified School District, 600 West Grand Ave. Porterville, CA 93257 (559)-783-2400. MUST furnish a proof of insurance in the form of a "Certificate of Insurance" in an amount not less than \$500,000 (five hundred thousand dollars) which names the Porterville Public School District / Porterville Union High School "AS ADDITIONAL INSURED" BEFORE APPROVAL FOR USE OF ANY FACILITY CAN BE ISSUED. (One copy of certificate to accompany contract.)		To indemnify and save harmless the Porterville Memorial Auditorium / Frank "Buck" Shaffer Theatre, Porterville Union High School and Porterville Public School District and the Directors, Officers, Agents and Employees of each. Against and from any loss, damage or liability by reason of injury to or death of any person(s) or damage to any property arising out of the use of and occupancy of the premises by Applicant or of any conduct of Applicant upon or about the premises and to furnish and such policies of insurance against liability for any loss or damage in such sums as shall be required by the Porterville Public Schools District.	unknown	Yes	PC		entered 7/19/12
633	\$3.90/Child/Day	08/11/11	Donna Berry	2374	unknown		unknown	unknown	not included	PC		entered 9/6/11

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634	30% of Net Profit Catering - 5% of Net Sales	08/11/11	Donna Berry	2374	(a). Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$2,000,000 per occurrence; (2) Commercial automobile liability insurance or "any auto" with combined single limits of liability of not less than \$2,000,000 per occurrence; (3) Professional liability insurance (errors and omissions) with a limit of liability of not less than \$2,000,000 per occurrence; and (4) Workers' compensation insurance as required under state law. (b) Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. (c) Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (1) Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		(a) The Vendor shall hold harmless and indemnify KCCD and PC from every claim or demand which may be made by reason of: (1) Any injury to person or property sustained by the Vendor or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this Agreement, however caused. (2) Any liability that may arise from Vendor performance under this Agreement, including such performance by any person, firm or corporation, employed directly or indirectly by Vendor, associated with the preparation, handling, storage or provision of any and all products and services, either on the PC campus or elsewhere. (3) Any legal actions or claims of any type that may occur against Vendor from any person, firm or corporation, employed directly or indirectly by Vendor, regardless of the timing of such claim. (See Agreement for more info)	unknown	not included	PC		entered 9/6/11
635	NTE \$1,000.00	08/11/11	Donna Berry	2374	unknown		unknown	unknown	not included	PC		entered 9/7/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
636	\$6,500.00	unknown	John Word	2254	unknown					City of Porterville, PC	1/10/2012	1/11/12 Rosa Carlson-- CONTRACT WILL NOT BE RENEWED.
637	\$21,700.80	12/16/10	David Teasdale/John Means	5011/5036	College shall obtain the following minimum insurance coverage ("Required Insurance") at its expense, and keep the Required Insurance in effect during the entire Term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the Term plus two years): (i) Workers' Compensation Insurance in compliance with statutory requirements; (ii) Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000; (iii) Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by PECL or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Work; (iv) Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence; for bodily injury and property damage with respect to College's vehicles, whether owned, hired, or non-owned, assigned to, or used by College in connection with the Work; (v) Umbrella coverage in excess of the Workers' Compensation Coverage B (Employers' Liability), Commercial General Liability, and Commercial Automobile Liability insurances specified above of not less than \$5,000,000; and The Required Insurance shall be (i) with insurance companies admitted to do business in the state of California and rated A or better by Best's Insurance Rating, and (ii) acceptable to PECL. College shall furnish PECL with certificates of insurance for the Required		Each Party will indemnify, hold harmless, and defend the other, its officers, employees, agents, representatives, and affiliates against any and all losses, liabilities, damages, claims, suits, proceedings, judgments, assessments, costs, and expenses (including interest and penalties), and including reasonable attorney fees and expenses, incurred by Indemnified Party and arising from and to the proportionate extent of any (i) negligent or wrongful acts or omissions of the Indemnifying Party or of its officers, employees, agents, representatives, or subcontractors, affiliates, (ii) breach by the Indemnifying Party or of its officers, employees, agents, representatives, or subcontractors, affiliates, (ii) breach by the Indemnifying Party or of its officers, employees, agents, representatives, subcontractors, or affiliates of this Agreement, or (iii) any finding, judgment or other determination or settlement whereby the Indemnifying Party is deemed or considered to be the employer of the Indemnified Party.			unknown	KCCD	entered 1/10/11

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638	\$4,600.00	03/08/12	Thomas Burke	5124	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less Than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	<p>The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement. This section sets forth the only warranties provided by the company concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, title or otherwise.</p>	not included	District Office		3/27/2012



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
639	Between \$40 and \$175/hr.	08/05/04	Tom Burke/Sandra Serrano	5124	PPV shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the District may reasonably request. PPV agrees to hold District harmless from any damage or injuries, which may occur to persons or property as a result of PPV's activities pursuant to this agreement and, if required, shall provide a certificate of insurance naming District as additional insured. PPV shall maintain in full force during the term of this agreement, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by PPV or his/her agents, employees or representatives.		Except for PPV's negligence or willful misconduct, District shall indemnify and defend PPV and its employees, and hold PPV and its employees harmless from and against any and all causes, claims, demands, liabilities, loss, cost, damage, injury, or expense, including reasonable attorney's fees and costs, arising as or in any way related to the following: District's acts or omissions in any manner related to the project; District's acts pursuant to any agreement that District has with other persons involved with the Project, including but not limited to the professional and consulting firms retained by District; the negligence (passive or active), or willful or intentional misconduct of any other persons involved with the Project, including, but not limited to the professional and consulting firms retained by the District. PPV shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, agents and representatives from and against any and all causes, claims, demands, responsibilities or liabilities, loss, cost, damage, injury or expense including reasonable attorneys fees and costs for: (i) injury o death of employees of PPV arising out of this agreement; (ii) injury to or death of persons; (iii) damage to property, or (iv) other costs or charges for which the District and its employees, officers, Board of Trustees, agents and representatives are responsible; but only to the extent they	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
640	5% excess FMV	10/04/07			unknown		unknown	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
641	\$300.00	12/16/10	Todd Coston	6159	Each party shall obtain, pay for and maintain in effect during the life this Agreement the following policies of insurance issued by an insurance company rate not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		entered 1/11/11
642	\$825.01	04/03/08	Jill Board	6249	unknown		unknown	unknown	not included	CC	12/15/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
643	\$27,000.00	05/03/12	Anne VanDerHorst / Abe Ali	5141	unknown		To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.	unknown	not included	KCCD		entered 5/14/12

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644		12/04/03	Valerie Karnes	6261	Operator will maintain a Commercial Liability Insurance policy. Such policy will provide for a combined limit of \$1,000,000.00 for each occurrence.		Prometric agrees to indemnify, defend and hold Operator harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees and costs) arising out of any third party claim, action or proceeding, based directly or indirectly on the breach of any of Prometric's undertakings or obligations hereunder including performance or non performance and failure to comply with any applicable laws or regulations. Operator agrees to indemnify, defend and hold Prometric and its agents harmless from and against any and all loss, damage, liability, and expense (including reasonable attorneys' fees and costs) arising out of any third party claim, actions, or proceeding based directly or indirectly on the operation by Operator, or its agents or employees, of the equipment of facilities, the administration of the tests at the APTC, the breach of Operator's undertakings or obligations hereunder, the failure of Operator to protect the security of the items, item banks, or the Owned Technologies and Materials or any other claim based directly or indirectly on Operator's performance or non-performance of its obligations under this agreement or operator's failure to comply with any applicable laws or regulations in its operation of the testing.	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
645	\$70 per instruction/travel hour; amounts are for all classes.	03/08/12	Stephen Gexler / Jill Board	6106 / 6212	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations converges, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance polices upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.	Yes	Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	There are no warranties that extend beyond the description on the face of this agreement. Pro-Tech makes no warranties express or implied with respect to the services and goods provided pursuant to this agreement, and specifically disclaims any warranties of merchantability or fitness for a particular purpose, and takes no responsibility for any damages suffered by CCCC. Pro-Tech's entire liability to CCCC will be limited to direct damages which were proven in an amount not to exceed the sum of the prior 12-month fees paid by CCCC to Pro-Tech.	not included	CC		3/21/2012

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
646	\$71,594.50	07/10/08	David Palinsky	5170	unknown		Providea will indemnify you for damages, costs and attorney's fees you incur from any claim that our design of the services infringes on any U.S. patent, copyright, trademark, trade secret or other intellectual property right. You will indemnify us for damages, costs and attorney's fees we incur from any claim arising from your manner of using the services, your combination of the services with other products or services not provided by us, or your modification of the service. The indentifying party shall conduct the defense and shall have control of the litigation; the other party shall give prompt notice of claims and shall cooperate in defending against the claim.	The parties disclaim the implied warranty of non-infringement, relying instead on the terms of this section.	not included	KCCD	12/14/2009	
647	\$6,000.00	02/05/10	Eddie Alvarado	5137	unknown		unknown	unknown	not included	BC, CC, PC		
648	\$8,438.00	02/05/10	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		

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649	\$68,136.00	02/05/10	Eddie Alvarado	5137	unknown		unknown	unknown	not included	CC		entered 5/11/10
650	\$7555 / year	unknown	Eddie Alvarado	2403	unknown		unknown	unknown	not included	PC	3/1/2010	



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651	\$2,616.00	04/02/09	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	3/30/2010	
652	\$1006 per year	02/05/09	LaMont Schiers	4487	BC and its agents is named as an additional insured. Umbrella acts as excess liability to provide the required \$1,000,000 limit. End. 089 Applies - Umbrella Limits Inclusive. Products - Completed Operations Aggregate \$1,500,000 applies to the Garage Liability. The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance s the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain in full force during the term of this Agreement, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees or representatives. Contractor shall provide evidence of such coverage upon execution of this Agreement. Contractor agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.		unknown	unknown	not included	BC	12/15/2009	

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653	\$10,000.00	10/14/10	John Means	unknown			Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.	unknown	not included	KCCD		entered 1/11/11 (See First Amendment below)
654	\$10,000.00	06/09/11	John Means	unknown			Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.	unknown	not included	KCCD		updated 6/21/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
655	\$1,000.00	02/09/12	Michael Carley/ Rosa Carlson	2275 / 2315	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	PC		entered 2/21/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
656	\$69,339; yearly amt is projected to increase by 5% each year for a total estimated cost of \$69,339	07/08/10	David Palinsky	5070	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successor and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Customer acknowledges hat Services are provided 'as is.' Neither Provider, nor any of our employees or agents, warrants that the Services will be uninterrupted, error free or free from viruses or other harmful components. Provider is not responsible for and hereby disclaim any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, non-infringement, merchantability or fitness for a particular purpose of information available on Provider servers or residing on or passing through its interconnecting networks. use of information obtained from or through the Services is at the Customers risk. Under no circumstances will Provider be liable to Customer or any other person for any loss or damage caused by Customer reliance on information available on its Servers or obtained through the Services.	not included	KCCD		entered 7/15/10

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657	\$3,250.00	08/12/10	David Palinsky	5070	This provision allocates the risks under this Agreement between Company and Client, Remote Learner's pricing reflects the allocation of risk and limitation of liability specified below. Company's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the company's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Company under this Agreement. However, Company shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Company, or Company's employees or agents, while on Client premises to the extent such actions or omissions were not caused by Client.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successor and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	Remote-Learner shall perform the services in a prompt, diligent and professional manner, with that degree of knowledge, skill, and judgment ordinarily possessed by independent contractors in the same or similar industry or professional. The services and the deliverables are to conform to the standards and specifications set forth herein. Remote-Learner agrees and warrants that all materials, services, project deliverables and work product provided to Client by Company pursuant to this Work Engagement will not infringe any copyrights or trademarks owned by third parties.	not included	KCCD		entered 9/2/10
658	\$600.00	02/09/12	Richard Casagrande / John Means	5014 / 5036	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) Commercial general liability insurance (including contractual, products and completed operations coverage's, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 2/21/12

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659	\$2,230.43	02/09/12	Richard Casagrande / John Means	5014 / 5036	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in general liability insurance (including contractual, products and completed operations coverage's, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 2/21/12
660	\$2,500.00	06/14/12	Sonia Huckabay/Debbie Martin	5035	unknown		unknown	unknown	not included	PC		entered 7/03/12
661	\$4,500.00	02/09/12	Thomas Burke	5024	Commercial General Liability: each occurrence = \$1,000,000; Damage to rented premises (each occurrence) = \$300,000; Med Exp (any one person) = \$10,000; Personal & adv injury - \$1,000,000; General Aggregate = \$2,000,000; Products - COMP/OP Agg = \$2,000,000; Automobile Liability: Combined single limit (ea accident) = \$1,000,000; Property: Personal property = \$25,000; Crime: Emp Dishonesty = \$25,000; Boiler & Machinery / Equipment Breakdown = \$25,000	Yes	unknown	unknown	not included	KCCD		entered 2/21/2012

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662	\$5,000.00	04/12/12	Deborah Martin	5035	unknown		unknown	unknown	not included	BC		entered 4/30/12
663	\$1.00	unknown	Steve Busby	6304	(a) \$1,000,000 for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$2,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and (b) \$500,000,000 for property damage. (c) Each party shall be named as an additional insured on the other's policy. Insurance against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the trade fixtures, equipment, and merchandise. The parties shall maintain, at their own expense, Workers' Compensation insurance in accordance with the laws of California.		Except as otherwise provided in Section 8.02, Tenant shall indemnify and hold Landlord and the property of Landlord, including the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including Tenant or any person who is an employee, student or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee, student or agent of Tenant, caused or allegedly caused by (1) any cause whatsoever while that person or property is in or on the Premises or in any way connected with the Premises or with any improvements or personal property on the Premises; (2) some condition of the Premises or some building or improvement on the Premises; (3) some act or mission on the Premises of Tenant or any person in, on, or about he Premises with the permission and consent of Tenant; or (4) any matter connected with Tenant's occupation and use of the Premises. Landlord shall indemnify and hold Tenant harmless from any liability, claims, or damages arising because of any negligence or willful acts of misconduct by Landlord or by any person who is an agent, employee or invitee of Landlord acting in the course and scope of its agency, employment or use of the Public Range. Landlord agrees to indemnify, defend, protect,	unknown	not included	KCCD	4/7/2010	

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664		10/03/02	Tom Burke	5124	unknown		unknown	unknown	not included	BC		
665	\$5,205 Total; \$921 per yr = \$4605 (License Agmt.); \$600 (Svc Agmt.)	12/16/10	Heather Ostash	6219	unknown		unknown	unknown	not included	CC		entered 1/11/11
666	\$200 / hr.	09/04/08	Tom Burke	5124	unknown		unknown	unknown	not included	BC Delano Center Foundation		



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667	\$195/Hr plus \$65/Hr travel/exp; Est Total of \$14,430	05/03/12	Sonia Huckabay/Debbie Martin	2403 / 5035	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in converge, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this agreement or breach of its terms.	1.1 Disclaimer of Warranty. Consultant does not make any warranty, representation or promise not expressly set forth in this agreement with respect to the services consultant is providing under this agreement. Consultant expressly disclaims and excludes any and all implied warranties of merchant ability, fitness for a particular purpose and noninfringement of third party rights. Consultant does not warrant that the services will satisfy the company's requirements or is without defect or error. 8.2 Limitation of Liability. Consultant shall not in any case be liable for any special, incidental, consequential, indirect or punitive damages event if consultant has been advised of the possibility of such damages. Consultant is not responsible for lost profit, or revenue, loss of use, loss of data, costs of recreating lost data, the cost of any substitute equipment, program, or data, or claims by any third party,. It is the sole responsibility of client to determine the suitability of the software. In any event the cumulative liability of consultant to client for all claims related to the services it provides under this agreement, shall not exceed the total amount of all payments paid to consultant hereunder. This section 8.0 states consultant's		BC, CC, PC Foundations		entered 5/10/12

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668	\$20,591.74	05/03/12	Sonia Huckabay/Debbie Martin	2403 / 5035	unknown			Reseller does not make any warrant, representation or promise not expressly set forth in this agreement with respect to the software purchased under this agreement. Reseller expressly disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement of third party rights. Reseller does not warrant that the software will satisfy the company's requirements or is without defect or error.		BC, CC, PC Foundations		entered 5/10/12
669	N/A	09/04/08	Jill Board	6249	unknown			unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
670	\$57,742.00	06/14/12	David Palinsky / Sean James	5170 / 5165	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) excess/umbrella liability with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>		<p>Subject to the limitations in paragraph 7, Limitations on Liability, each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	<p>Limitations and Disclaimer of Warranty. SalePoint maintenance and support obligations are contingent upon proper use of the Software and do not include the following: (3.01) Correction of Errors or increases in service time resulting from (a) accident, neglect by Customer, acts of God, misuse or other than ordinary use of the Software: or (b) modification of the Software unless the Error is reproducible by SalePoint in the unmodified version and Customer had the right to make such modification. (3.02) Problems caused by hardware or Third-Party Software. (3.03) In no event will SalePoint, Inc. be liable for any lost profits, lost savings, incidental damages or other consequential damages due to the use of the SalePoint, Inc. Help Desk support services. (3.04) There are no SalePoint, Inc. warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.</p>	not included	KCCD		updated 6/28/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
671	R=\$7,398.00; E=\$7,398.00	11/10/11	Mary Halberg/Hamid Eydgahi	4737	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Contractor's obligations under this section 16 shall survive the termination of this Agreement.	unknown	not included	BC		updated 11/22/11
672	R=\$6,515.00; \$6,515.00	11/10/11	Valerie Karnes / Dr. Corey Marvin / Gale Lebsock	6261 / 6267	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Contractor's obligations under this section 16 shall survive the termination of this Agreement.	unknown	not included	CC		updated 11/22/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
673	R=\$150.00; \$150.00	03/08/12	Mary Jo Jordan / Bill Henry / Rod Frese	2361	unknown		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Contractor's obligations under this section 16 shall survive the termination of this Agreement.	unknown	not included	PC		entered 3/15/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
674	\$17,555.00	02/10/11	Ann Beheler	2307	unknown		Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage, injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this agreement, including but not limited to the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false. Contractor's obligations under this section 16 shall survive the termination of this Agreement.	unknown	not included	PC		updated 3/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
675	\$0.00	11/10/11	Janie Budy / Hamid Eydgahi	4023 / 4921	School and Facility shall maintain, at each party's sole cost and expense, policies of insurance or self insurance providing coverage for general liability and professional liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement. In the event Students fail to or are not required to maintain personal professional liability insurance, School shall assume full responsibility for including such Students as covered individuals within its policy of insurance or self-insurance. School shall provide evidence of all policies of insurance or self-insurance required in the Agreement by certificates provided to the Facility prior to the effective date of this Agreement.		Responsibility of School--indemnify and hold harmless the Facility against any and all loss and expense, including attorneys' fees and costs, incurred by reason of liability imposed or claimed to be imposed by law upon the Facility for bodily injuries, including death at any time resulting therefrom, and damages, sustained by any person or person, arising out of, or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damages resulted, or are alleged to have resulted, from any acts or omissions, including violation of any duty imposed by statute or ordinance or regulation, on the part of the SCHOOL, its employees, agents, or Students. It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release the School from the obligation to indemnify the Facility as to any claim or cause of action which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion. Responsibility of facility--indemnify and hold harmless the School against any and all loss and expense, including attorneys' fees and costs, incurred by reason of liability imposed or claimed to be imposed by law upon the School for bodily injuries, including death at any time resulting therefrom, and damages, sustained by any person or persons, arising out of, or in consequence of the performance of the terms of this Agreement, providing such bodily	unknown	not included	BC		entered 12/05/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
676	\$13,165.50	07/14/11	Penny Talley / Heather Ostash / Gale Lebsock	6250 / 6249 / 6230	unknown		unknown	unknown	not included	CC		entered 8/2/11



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677	R=\$4,500; E=\$4,500	10/01/09	Cheri Plett	760-384-6151	Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including as applicable, Workers' Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than three hundred thousand dollars (\$300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this agreement. All policies required by this agreement shall provide that District shall be given thirty (30) day's notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the Sate of California.		Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this agreement, unless such performance or	unknown	not included	CC	2/2/2010 sent to Valerie Karnes	Response: Pending award of National Science Foundation grant . If there is an award, will be processing a new agreement.

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678	\$700,242.00	11/04/10	Valerie Karnes / Dr. James Fay	760-384-6261	Subcontractor agrees to maintain, during the performance of Description of Work and Deliverables covered by this Subcontract, through a combination of self-insurance, insurance and liability coverages from a joint powers agreement, and for a period of not less than one (1) year following the expiration of this Subcontract, at its sole expense, the following insurance coverages: (i) Commercial General Liability insurance naming Contractor as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,00); (iii) Automobile Liability with combined single limit on One Million Dollars (\$1,000,000) per accident; (iv) Workers' Compensation insurance as required by law; and (v) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Subcontractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the Contractor, which shall be subject to the Contractor's approval for adequacy of protection, including the satisfactory character of any Insurer, including a Best's rating of not less than A-VII and an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement or no later than ten (10) days prior to the effective date of this Subcontract. If requested by the Contractor, a certified copy of the actual policies with appropriate Endorsements(s) and other documents shall be provided to the Contractor. All policies required by this Subcontract shall provide that Contractor shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.		Subcontract agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Subcontractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. Contractor agrees to hold harmless and indemnify Subcontractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or	unknown	not included	CC		entered 11/15/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
679	\$16,302.00	08/04/05	Jill Board	6249	unknown	unknown		SSP warrants that the software in unaltered form will perform in substantial conformance with the documentation for a period of twelve (12) months from the date that SSP provides the original version of the software. In the event that the Software fails to perform as warranted, as Customer's sole and exclusive remedy, SSP, at its option, will either (a) make reasonable efforts to correct such errors reflecting significant deviations from the Documentation as are reported efforts to correct such errors reflecting significant deviations from the Documentation as are reported to SSP by Customer during the warranty period, or (b) terminate this Agreement and refund the license fees paid.	not included	CC		

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680	\$9,058.75	05/03/12	Laura Vasquez / Corey Marvin / Gale Lebsock	6162 / 6267 6230				SSP warrants that the software in unaltered form will perform in substantial conformance with the documentation for a period of twelve (12) months from the date that SSP provides the original version of the software. In the event that the Software fails to perform as warranted, as Customer's sole and exclusive remedy, SSP, at its option, will either (a) make reasonable efforts to correct such errors reflecting significant deviations from the Documentation as are reported to SSP by Customer during the warranty period, or (b) terminate this Agreement and refund the license fees paid. This warranty is void if failure of the Software has resulted from accident, alteration, misuse or misapplication. SSP does not warrant that (a) the functions contained in the Software will meet Customer's requirements, (b) the Software will operate in combinations selected for use by Customer, or (c) the Software will operate uninterrupted or error free. Customer is solely responsible for verifying the correctness and accuracy of all data and calculations. Except as expressly state in this agreement, there are no warranties, expressed or implied, by operation of law or otherwise. SSP disclaims the implied warranties of				

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681	\$6,293.00	10/06/05	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	Weill Center		

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682	\$50,000.00	10/01/09	John Means	5036	(A) Subcontractor certifies and represents that it has adequate <u>liability insurance</u> for the protection of itself and its officers, employees, and agents while acting within the scope of their work for the Subcontractor. (B) <u>Workers' Compensation Insurance</u> - Subcontractor hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the District satisfactory evidence thereof at any time the District may request. (C) No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.		To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Subcontractor, its agents or employees, in the performance of this Agreement.	unknown	not included	KCCD	3/20/2010	

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683	\$11,790; \$750 annual forms commitment for each TSM on loan.	07/12/12	Camie Ehret-Stevens / Debbie Martin	5155 / 5035	unknown		unknown	unknown	not included	KCCD		entered 7/25/12
684	\$211.00	09/04/08	Gale Lebsack	6215	unknown		unknown	unknown	not included	CC		

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685	\$67,329 The yearly amount is projected to increase by 5% each year for a total estimated cost of \$67,329	06/10/10	David Palinsky	5170	unknown	unknown		(A) Product Warranty. Unless otherwise set forth in a Product Schedule, for a period of thirty (30) days following delivery of product(s) (the "Warranty Period"), Scantron warrants that the products will function in all material respects consistent with specifications appearing in the applicable documentation. Scantron does not warrant that the product(s) are free from all bugs, errors or omissions. This warranty does not extend to any failure of the products caused by: modification or change not made by Scantron; noncompliance due to use of the products in combination with items furnished by anyone other than Scantron or not approved in writing for use with the products by Scantron, or use of the product(s) in an operating environment other than as specified in writing by Scantron. Scantron will use reasonable efforts at its facility to correct any products that fail to comply with the foregoing warranty, provided that customer gives Scantron prompt written notice of such failure during the warranty period, and Scantron is able to reproduce the noncompliance. If Scantron is unable to correct the Products such that they comply with the foregoing warranty, Scantron will refund the fees customer has paid	not included	KCCD		updated 6/24/10



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686	\$2,310.00	07/14/11	Kellie Van Westen/Olga Reyes	5104	unknown		unknown	unknown	not included	KCCD	1/10/2012	updated 7/21/11
687	\$194/hr	07/14/11	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD	1/10/2012	entered 7/22/11
688	\$444.00	05/08/08	Sue Vaughn	4049	unknown		unknown	unknown	not included	BC	2/1/2010	

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689	R = FTES; E = \$3.50/Contract hr.	12/11/08	Tim Capehart	4117	Workers' Compensation. Agency shall be the "primary employer" for all agency personnel who perform services as instructors and clerical staff. Also, agency shall be the "primary employer" of all agency-affiliated students enrolled in a related program/course. Agency shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by agency personnel and agency-affiliated students made in connection with performing services and receiving instruction under this Master Agreement or any related ISA. Agency is not responsible for non-agency personnel who may serve as instructors or students who are not affiliated with agency. This provision may not be voided, modified nor waived by a related ISA.			unknown	unknown	not included	KCCD	
690	\$1,760.00 annually plus C.O.L. increases	unknown	Michael Jacobs/ Nan Gomez-Heitzeberg / LaMont Schiers	4204				unknown	unknown	not included	BC	1/10/2012 Yes will renew
691	\$7,680.41	unknown	David Palinsky	5170				unknown	unknown	not included	BC	

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692	approx. \$26,909.00	05/07/09	Bonnie Suderman	4610	ServiceMaster Q.O.C. shall pay all related taxes, insurance and workman's compensation insurance. All employees are bonded (10,000.00) and our liability insurance is \$2,000,000.00. KIA is insurance broker.	unknown		unknown	not included	Delano Campus	12/14/2009	

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693	\$10,374.30	06/14/12	Thomas Burke	5124	unknown		SESAC agrees to indemnify, hold harmless and defend LICENSEE from and against claims, demands, or suits that may be made or brought against LICENSEE with respect to the performance under this Agreement of any of the musical works which are licensed hereunder at the time of LICENSEE's performance thereof, LICENSEE agrees to give SESAC reasonable, prompt notice of any such claim, demand or suit, to deliver to SESAC any papers pertaining thereto, and to cooperate with SESAC with respect thereto. SESAC shall have full charge of the defense of any such claim, demand or suit. This paragraph shall not apply to the performance of any works that may be restricted under Paragraph 2.C. of this Agreement.	unknown	not included	BC, CC, PC	1/10/2012	entered 7/19/12
694	\$8450.-BCF \$2950.-PCF \$11,400 T	08/12/10	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		entered 9/2/10
695	\$7,000 NTE	811/11	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD		updated 7/23/12

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696	\$1,444.00	10/04/07	Kellie Van Westen	5104	unknown		unknown	unknown	not included	District Office		
697	\$0.00	06/09/11	Gale Lebsock		(2) The MOU shall not be executed by the Licensee and the Licensor unless certificate of insurance (\$1,000,000 minimum liability required) or other sufficient proof of insurance, as required by the KCCD, is in effect and has been verified annually.		(a). Licensee agrees to indemnify and hold harmless Licensor and Licensor's employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of Licensee, its employees or agents. (b) Licensor agrees to indemnify and hold harmless Licensee and Licensee's employees or agents from and against any damages including costs and attorneys' fees arising out of negligent or intentional acts or omissions of Licensor, its employees or agents.	unknown	not included	CC		entered 6/21/11
698	\$11,856.46/year	04/02/09	Donna Berry	2374	unknown		unknown	unknown	not included	PC	12/8/2009	

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699	\$24,000.00	07/12/12	Tom Burke	5124	Consultant maintains general liability insurance and will include District as an additional insured upon request. Consultant maintains workers' compensation and will provide evidence of coverage to District upon request.		(A) Consultant agrees to defend, indemnify, and save free and harmless the district, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from Consultant's performance or lack thereof under this agreement. (B) District agrees to defend, indemnify, and save free and harmless the district, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from Consultant's performance or lack thereof under this agreement.	unknown	not included	KCCD		entered 7/23/12
700	N/A	02/10/11	Larry Board / Valerie Kames	unknown				The Disclosing Party represents and warrants that it is legally entitled to impart to the Receiving Party the Confidential Information disclosed pursuant hereto and warrants that any such disclosure is not in conflict with any obligation it may have with any third party.	not included	CC		entered 3/8/11
701		unknown	Tom Burke	5124	unknown			unknown	not included	KCCD		

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702	\$9,490.92	04/02/09	Bonnie Suderman	4610	unknown		Each party (each one an "Indemnifying Party") hereby represents and warrants to the other party (each one an "Indemnified Party") hat each Indemnifying Party is fully authorized to enter into and perform its obligations under the agreement and/or the documents incorporated by reference therein (including but not limited to the Policy, the Fees and Payment Schedule, and/or the General Terms and Provisions).	Each party (each one an "Indemnifying Party") hereby represents and warrants to the other party (each one an "Indemnified Party") hat each Indemnifying Party is fully authorized to enter into and perform its obligations under the agreement and/or the documents incorporated by reference therein (including but not limited to the Policy, the Fees and Payment Schedule, and/or the General Terms and Provisions).	not included	BC		

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703	\$150,000.00	03/03/10	Valerie Karnes /Dr. James Fay	6261 / 6201	unknown		unknown	unknown	not included	CC		
704	\$100,000.00	02/10/11	Valerie Karnes /Richard Post	6261	unknown		unknown	unknown	not included	CC		entered 3/14/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
705	\$100,000.00	09/08/11	Gale Lebsock	6230	unknown		unknown	unknown	not included	CC		entered 9/28/11
706	\$25,000.00	10/14/10	Bill Henry / Ann Beheler	2459 / 2307	N/A		unknown	unknown	not included	PC		entered 10/19/10
707	\$23,000 So.Ca.Edison Grant \$25,000 \$2,000 KCCD Grant Admin (8%)	07/14/11	Bonita Steele / Debbie Martin / John Means	5046 / 5036	City shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The parties acknowledge that City is permissibly self-insured public entity in accordance with the California Government Code. KCCD/PC conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.		unknown	unknown	not included	PC		entered 08/02/11

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708	\$868.70 per month	08/08/08	Gale Lebsock	6215	unknown		unknown	unknown	not included	CC		
709	Enrollment Fee - \$882.00; Annually - \$163.50 (Annual subject to increase)	11/02/06	Tina Johnson/Dan O'Connor -- cc: Nick Strobel	4401, 4231	unknown		unknown	unknown	not included	BC	1/13/2010	Response: Yes, Agreement will be renewed. The PO is P3004697.

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710	\$7,20100. On-Site service calls are add't \$875 per day plus transportation expenses	10/14/10	Dan O'Connor	4231/4401	If required, shall provide a certificate of insurance naming KCCD as additional insured. Spitz shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance as required by law; commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; professional liability insurance (error and omissions) with a limit of liability of not less than \$1,000,000 per occurrence. Spitz agrees to provide all necessary worker's compensation insurance for its employees, if any, at Spitz' own cost and expense. Spitz shall maintain in full force during the term of this agreement, at its own expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by Spitz or its agents, employees or representatives. Spitz shall provide evidence of such coverage upon execution of the agreement.		Each party shall hold each other harmless from any damage or injuries which may occur to persons or property as a result of Spitz' activities pursuant to this agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured.	No warranties.	not included	BC		
711	\$5,000.00	12/17/09	Dan O'Connor	4231/4401	If required, shall provide a certificate of insurance naming KCCD as additional insured. Spitz shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance as required by law; commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; professional liability insurance (error and omissions) with a limit of liability of not less than \$1,000,000 per occurrence. Spitz agrees to provide all necessary worker's compensation insurance for its employees, if any, at Spitz' own cost and expense. Spitz shall maintain in full force during the term of this agreement, at its own expense, a policy of general liability insurance in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions by Spitz or its agents, employees or representatives. Spitz shall provide evidence of such coverage upon execution of the agreement.		Each party shall hold each other harmless from any damage or injuries which may occur to persons or property as a result of Spitz' activities pursuant to this agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured.	Spitz warrants that the Program is original and that in using the Program or any element of it, Exhibitor will not violate or infringe the patent, copyright, trademark or other personal or property right of any person. Spitz agrees to defend, indemnify and hold Exhibitor harmless from any claims, demands, actions, lawsuits or penalties arising out of Spitz's breach of this warranty.	not included	BC		

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712	\$6,467.21 per year	11/06/08	Tom Burke	5124	unknown		Each party will indemnify and hold harmless the other party, together with their respective board members, officers, directors, employees, agents, and representatives, from and against all claims, damages, losses and expenses (including reasonable attorney's fees), but exclusive of consequential attorney's fees), but exclusive of consequential damages, arising out of or resulting from (a) any action or inaction related to the Natural Gas during the period when title to the Natural Gas is vested in the indemnifying party or (b) any breach of a covenant, representation or warranty under this agreement by the indemnifying party. As a condition of its indemnification obligations, the indemnifying party must receive prompt notice of the indemnified claim and must have the right to control the investigation, defense, and settlement of such claim.	unknown	not included	KCCD		

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713	\$227,878.00	04/12/12	Tom Burke	5124	unknown	unknown	unknown	unknown	not included	BC		entered 04/18/12

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714	\$2,460.00	10/14/10	Valery Karnes	6261	The period of performance is: August 1, 2010 - July 31, 2011.		Seller shall keep its work and all items supplied by it hereunder free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment. Seller shall, without limitation, indemnify, defend, and hold Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs (including attorney's fees), expenses, damages, and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods, services or other items supplied by Seller pursuant to this Purchase Order except to the extent that such injury death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses, damages, and liability) by Seller's employees or subcontractors.	Seller represents and warrants that it has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order. Seller represents and warrants that the materials delivered pursuant to this Purchase Order shall be new, free from defects in workmanship, materials, and design and shall strictly conform to all the requirements of this Purchase Order. Seller further represents and warrants that the performance of work and services pursuant to the requirements of this Purchase Order shall conform to high professional standards. These warranties shall survive final acceptance and payment. This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers, including but not limited to, direct sale end-users, higher tier subcontractors, prime contractors and the ultimate user under relevant prime expense, or liability that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including repair, replacement, or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective	not included	CC		entered 10/19/10
715	R=\$988.00; E=\$988.00	12/15/11	Ron Kean	4547	unknown		We shall indemnify, defend and hold harmless St. John's Lutheran Church, its Boards, its employees and its agents from and against any and all claims, losses, suits or judgments arising from, or in connection with our use of ST. John's Lutheran Church property.	unknown	not included	BC		entered 1/13/11

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716	\$5,724.00	10/01/09	John Daly	6369	unknown	unknown	unknown	unknown	not included	CC	3/30/2010	

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717	not to exceed \$224,824.00	unknown	Tom Burke	5124	<p><u>Workers' compensation insurance</u> as required by applicable laws, and employer's liability insurance, with a limit of not less than the minimum required by law. <u>Commercial general liability insurance</u> for bodily injury and property damage liability, the limits of which shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Commercial general liability policies obtained and maintained by Consultant shall contain endorsements naming District and other interested parties, who have insurable interests and who are designated by District, as additional insured's and shall include products' completed coverage and operations coverage as well as contractual liability coverage for liability assumed by Consultant under this agreement.</p>		<p>Consultant shall assume the defense of, indemnify, and hold harmless District, District's Governing Board, each member of the Board, and District's officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Consultant, its subcontractors, consultants, or employees in the performance of this Contract. District shall assume the defense of, indemnify, and hold harmless Consultant, its officers and employees, from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of District, its officers, or employees in the performance of this Contract.</p>	unknown	not included	KCCD		



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
718	no cost approx. 25 students	04/12/12	Richard Casagrande	5014	The contractor/renter must provide the college with a signed Certificate of Insurance and a separate endorsement page from an insurance company admitted by the California State Department of Insurance which sets forth the following: (A) Coverage: Commercial general liability, automobile liability, in not less than the following amounts per occurrence: (1) General Aggregate \$2,000,000; Products - Comp/Op Aggregate \$2,000,000; Personal & Advertising Injury \$1,000,000; Each Damage (any one fire) \$50,000; Medical Expense (any one person) \$5,000; (2) Automobile Liability (Any one accident or loss) \$1,000,000; (3) Hazardous Events \$3,000,000. These include carnivals, bungee cord jumping, orbitrons and simulators, equestrian-related events, stunt events, skateboard and roller events, fireworks, aircraft and other similar hazardous events. This type of event requires special administrative approval. (4) Workers' compensation and employer's liability as required. (5) Other liability coverage as required (i.e., aircraft, professional, etc.)	unknown		unknown	not included	KCCD		entered 4/27/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
719	\$900.00 per month and \$415.00 per additional stop	12/13/07	Sheila Shearer/Dan O'Connor	5135 / 4231	unknown		(a) Stericycle shall indemnify and hold customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate regulated medical waste and any liabilities relating to non-conforming waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by customer. (b) Stericycle will indemnify and hold harmless any customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify customer under this subparagraph (b) is contingent upon (1) customer having followed or following each recommendation and instruction	unknown	not included	BC		
720	\$5,000.00	03/08/12	Ryan Beckwith / Dan O'Connor		unknown		unknown	unknown	not included	BC		entered 3/15/12

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721	\$150 per hr, not to exceed \$10,000	09/15/05	David Palinsky	5170	SIG agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this agreement.		SIG agrees to and shall indemnify, defend and hold harmless the District, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the District shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the agreement, or actions brought by employees of the District relating to claims arising out of the services rendered by SIG for the District. SIG shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and a period of this Agreement which solely and directly result from the negligence of SIG, and shall in no circumstance exceed the amount of this Agreement in aggregate.	No warranty is stated or implied.	not included	KCCD		
722	Not to exceed \$10,000	05/10/07	Mildred Lovato	4204	unknown		Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party its officers, directors, employees, and affiliates (the "Indemnified Party"), from any demands, suits, causes of action, liability, damages and expense (including reasonable attorney's fees) and costs (collectively, "damages") arising out of third party claims against the Indemnified Party relating to (a) any breach of this agreement by the Indemnifying Party, (b) the Indemnifying Party's provision of goods or services or (c) the use of the Indemnifying Party's Marks if used by the Indemnified Party as permitted hereunder.	Except as expressly provided in this section, neither party makes any other warranties, express or implied, with respect to its respective website, any other web site or any other services to be provided by such party hereunder, including but not limited to any warranties of merchantability, title or fitness for a particular purpose.	not included	BC		

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723	\$11,700.00	06/14/12	David Palinsky / Sean James	5170 / 5165	unknown	unknown		Neither COCCC nor any of its officers or employees make any warranty, express or implied, or assume any legal liability for the information contained in reports produced pursuant to this agreement or for ensuring District compliance with federal law.	not included	KCCD		6/30/2012

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724	\$35,889.00	07/09/09	Bonita Steele / John Means	5046 / 5036	<p>(a) <u>Workers' Compensation and Employers' Liability Insurance Requirement</u>: (1) Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code. (2) Agency shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Agency. If any class of employees engaged in work or services performed under this agreement not covered by California Labor Code section 3700, Agency shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. (3) Agency shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease. (b) <u>Liability Insurance Requirements</u>: (1) (a) Commercial General Liability Insurance - (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) - at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. (b) <u>Automobile Liability Insurance</u> against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence. (c) A fidelity bond covering each of its employees who has the power to disburse or handle funds under this agreement. The limit of this fidelity bond shall be not less than \$100,000 or an amount equal to the amount</p>		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors or any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation or suit arising from or connected with any services performed pursuant to this agreement on behalf of Agency by any person or entity.	unknown	not included	BC	3/30/2010	See Amendment below

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725	\$208,833.00	07/09/09	John Means	5036	(a) <u>Workers' Compensation and Employers' Liability Insurance Requirement</u> : (1) Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code. (2) Agency shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Agency. If any class of employees engaged in work or services performed under this agreement not covered by California Labor Code section 3700, Agency shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. (3) Agency shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease. (b) <u>Liability Insurance Requirements</u> : (1) (a) Commercial General Liability Insurance - (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) - at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. (b) <u>Automobile Liability Insurance</u> against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence. (c) A fidelity bond covering each of its employees who has the power to disburse or handle funds under this agreement. The limit of this fidelity bond shall be not less than \$100,000 or an amount equal to the amount		Agency agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Agency or Agency's officers, agents, employees, independent contractors, sub-contractors or any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation or suit arising from or connected with any services performed pursuant to this agreement on behalf of Agency by any person or entity.	unknown	not included	BC		updated 6/24/10
726	\$100 mo.	09/07/06	Kellie Van Westen	5104	If required, Contractor shall provide a certificate of insurance naming KCCD as additional insured.		Each party agrees to indemnify, defend and hold harmless the other party (and its officers, employees, trustees, agents, and successors) from and against any and all liabilities, losses, claims, demands, expenses, damages or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this agreement, and legal costs arising from the performance of services under this agreement. If required, Contractor shall provide a certificate of insurance naming KCCD as additional insured.	unknown	not included	Weill Institute, BC		

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727	\$243,531.00	12/13/07	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	KCCD		

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728	\$2,947,371.00	03/05/09	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	KCCD		



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729	\$37,785.00	01/12/12	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	KCCD		entered 1/19/12

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730	\$27,000.00	01/12/12	David Palinsky	5170	unknown	unknown	unknown	unknown	not included	KCCD		entered 1/19/12

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731	\$15,480.00	08/13/09	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD		
732	\$77,940.00	08/13/09	John Means	5036	unknown		unknown	unknown	not included	KCCD		

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733	\$81,030.00	10/06/11	David Palinsky / Sean James	5170	unknown	unknown	unknown	unknown	not included	KCCD		entered 10/12/11
734	\$22,500.00	01/12/12	David Palinsky / Sean James	5170	unknown	unknown	unknown	unknown	not included	KCCD		entered 1/19/12

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735	\$21,600 + travel	07/14/11	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD		entered 7/27/11
736	\$50,400 + travel	07/14/11	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD		entered 7/26/11
737	\$171,620.00	10/06/11	David Palinsky / Sean James	5170	unknown		unknown	unknown	not included	kCCD		entered 10/12/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
738	N/A	03/10/11	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD		entered 3/14/11
739	N/A	04/14/11	Sean James	5165	In no event shall institution be liable to SGHE for any loss, claim, damage or liability, of any kind or nature that may arise in connection with SGHE's use of contribution material.		unknown	No warranties. Institution provides the contribution material as-is and without any warranties, express or implied. Institution disclaims all express and implied conditions, representations and warranties concerning the contribution material, including any warranties of merchantability, fitness for a particular purpose and noninfringement.	not included	KCCD		entered 5/4/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
740	\$10,600.00	10/14/10	Eddie Alvarado / David Palinsky	5137 /5170	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (a) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 10/21/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
741	\$8,600.00	06/09/11	Eddie Alvarado	5137	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (a) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD		entered 7/18/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes	
742	N/A	04/12/12	Dave Teasdale	5011	unknown		The undersigned agrees to defend, indemnify and hold harmless the West Kern Community College District, its Board of Trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause, that may arise in anyway from or be alleged to be caused by the undersigned's use or occupancy of District Facilities, furniture or equipment. The undersigned further agrees to provide a certificate of insurance for liability converges satisfactory to the District (1,000,000).	unknown	not included	KCCD		entered 4/27/12	
743	\$6,561.93	03/10/11	Todd Coston	4601			Tandberg Data's entire liability, and customer's exclusive remedies against Tandberg Data, for any damages caused in connection with Tandberg Data's provision of OSS hereunder or for other claims arising in connection with any service, appendix or this agreement shall be: (i) For bodily injury or death to any person negligently caused by Tandberg Data, customer's right to proven direct damages; (ii) For damages other than those set forth above and not excluded from this agreement, Tandberg Data's liability shall be limited to proven direct damages not to exceed per claim, the total payments made by customer to Tandberg Data for OSS under the applicable Appendix A. In no event will either party be liable for any indirect, punitive, special, incidental or consequential damages, including, but not limited to claims for loss of profit, use, data, or other economic advantage, however they my arise.						
							In no event will either party be liable for any indirect, punitive, special, incidental or consequential damages, including, but not limited to claims for loss of profit, use, data, or other economic advantage, however they my arise.	Except as expressly provided, Tandberg Data makes no warranties express or implied. Tanberg Data hereby disclaims and excludes all implied warranties of merchantability or fitness for a particular purpose, and any warranty against infringement.	not included	BC	10/12/2011	entered 3/15/11	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
744	\$4,999.00	06/12/08			The contractor shall maintain WC insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions b the Contractor or his/her agents, employees or representatives. Contractor agrees to provide all necessary WC insurance for Consultant's employees, if any, at Consultant's own cost and expense.		Contractor represents that he/she has the skill, knowledge and expertise to complete the contract and agrees to indemnify, defend and hold the District harmless from any injury of liability caused by the acts or omissions of the Consultant and their agents, employees and representatives.	unknown	not included	BC		
745	N/A	06/12/08				unknown		unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
746	R=\$2,100 per course; E=\$1,450 per course; Amounts are for all classes	07/12/12	Stephen Gexler / Jill Board	6106	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		entered 7/25/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
747	R=\$132. per student for administrative fees; E=Reimbursed by WIA	06/11/09	Maria Roman, Steve Schultz	2218	(a) <u>Worker's Compensation</u> . (b) <u>Commercial General Public Liability Insurance</u> with combined single limit coverage of at least \$1,000,000 per occurrence for bodily injury and property damage on all Eligible Provider activities under this contract. Such insurance policy shall name the TCWIB and the County of Tulare and their officers, employees, and agents as additional insureds. The Eligible Training Provider shall file with the TCWIB a certificate of coverage with original endorsements, signed by a person authorized to bind coverage.		The Eligible Provider shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses for injury, including death, to any person or damage to any property arising out of Eligible Provider's activities under this Contract. The Eligible Provider shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses incurred by the TWIB or the County of Tulare, as result of Eligible Provider's improper use of funds under this Contract.	unknown	not included	PC		
748	\$317,984.00	05/06/10	Valerie Lombardi, Bill Henry	2366 , 2459	(a) <u>Worker's Compensation</u> . (b) <u>Commercial General Public Liability Insurance</u> with combined single limit coverage of at least \$1,000,000 per occurrence for bodily injury and property damage on all Eligible Provider activities under this contract. Such insurance policy shall name the TCWIB and the County of Tulare and their officers, employees, and agents as additional insureds. The Eligible Training Provider shall file with the TCWIB a certificate of coverage with original endorsements, signed by a person authorized to bind coverage.		The Eligible Provider shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses for injury, including death, to any person or damage to any property arising out of Eligible Provider's activities under this Contract. The Eligible Provider shall hold harmless, defend and indemnify the TCWIB and the County of Tulare from and against any liability, claims, actions, costs, damages or losses incurred by the TWIB or the County of Tulare, as result of Eligible Provider's improper use of funds under this Contract.	unknown	not included	PC		entered 5/11/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
749	N/A	08/11/11	Maria Roman / Steve Schultz	2364 / 2218	unknown		Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement, in accordance with Government code Section 895.4. This provision shall survive the term of this agreement.	unknown	not included	PC		entered 9/8/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
750	\$39,995.93	06/14/12	Paula Bray / LaMont Schiers		Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. The General Liability policy shall contain an endorsement including the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation of the policy. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 7/19/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
751	\$10,000 annual; \$30,000.00 total	10/14/10	Jim Coggins / Kellie Van Westen	5051 / 5104	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	(A) Company hereby warrants to subscriber only that all of parts and equipment shall be installed in a good and workmanlike manner, and shall be free from defects in material or workmanship. Except as otherwise provided in paragraph 2, in the event that any part (except for wiring, light bulbs, L.E.D.s, L.C.D.s and expendable batteries) shall become defective within one year from the date of the applicable service or repair of the system, or for a term equal to that provided by the original parts or equipment manufacturer, whichever is less. Company shall replace or repair the defective part without charge to subscriber. This warranty is not assignable.	not included	KCCD		updated 10/21/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
752	(See Contract for pricing amounts)	unknown	Jim Coggins / Kellie Van Westen	5051 / 5104	Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract and each work authorization.	unknown		unknown	not included	KCCD		entered 8/01/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
753	\$12,600; \$30/mo./location	10/04/07	Donna Berry	2374	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-, VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. Vendor certifies that each employee carries automobile liability		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	(A) Company hereby warrants to subscriber only that all of parts and equipment shall be installed in a good and workmanlike manner, and shall be free from defects in material or workmanship. Except as otherwise provided in paragraph 2, in the event that any part (except for wiring, light bulbs, L.E.D.s, L.C.D.s and expendable batteries) shall become defective within one year from the date of the applicable service or repair of the system, or for a term equal to that provided by the original parts or equipment manufacturer, whichever is less. Company shall replace or repair the defective part without charge to subscriber. This warranty is not assignable.	not included	PC		entered 8/26/10
754	\$0.00	11/10/11	Stephen B. Eaton	4743	unknown		unknown	unknown	not included	BC		entered 11/22/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
755	\$6,400.00	07/14/11	Terri Hicks	5012			Contractor shall indemnify and hold Recipient harmless against any liability whatever arising from any act or acts of the Contractor subcontractors participating or functioning in this training program and activities herein provided, to the extent provided by law. Recipient shall indemnify and hold Contractor harmless against any liability whatever arising from any act or acts of Recipient's employees assigned directly to this training program and activities herein provided, to the extent provided by law.					
756	\$2,000.00	02/10/11	Consuelo Gonzalez / Joan Wegner	4769 / 4425	Campus, at its sole costs and expense, shall insure its activities in connection with this Subagreement and obtain, keep in force and maintain insurance as follows: (1) Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (a) Each Occurrence - \$1,000,000; (b) Products/Completed Operations Aggregate - \$3,000,000; (c) Personal and Advertising Injury - \$1,000,000; (d) General Aggregate - \$3,000,000. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Subagreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Subagreement. (2) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Subagreement. (3) Workers' Compensation as required under California State law. (4) Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Subagreement in Campus' possession at any one time covering all employees of Campus, including coverage to protect money and securities as found in a Comprehensive Crime Policy. (6) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and Campus against other insurable risks relating to performance of the Subagreement. (6) The coverages required under this Article shall not in any way limit the liability of Campus. The coverage referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or		Campus shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subagreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Campus, its officers, agents, or employees. The Regents shall defend, indemnify, and hold Campus, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subagreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.	unknown	Yes	BC		entered 7/26/11
												entered 3/10/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
757	\$35,000.00	04/08/10	Deanna Campbell	760-872-5301; 760-924-1607	unknown		unknown	unknown	not included	CC		updated 4/12/10
758	\$1,050.00/monthly	11/10/11	John Daly	6369	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations converges, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit if liability of not less than \$1,000,000 per occurrence (to be included within ThyssenKrupp's existing General Liability coverage); and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request; at their existing contained location, and with reasonable notice. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	CC		entered 11/16/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
759	\$1,635.00		Annette Nix	2404	You expressly agrees to name ThyssenKrupp Elevator as an additional insured in liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.		You agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator or employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from the negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator or our employees.	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
760	\$120,000.00	09/04/03	Tom Burke	5124	LESSEE will at all times maintain in full force and effect policies of insurance insuring LESSEE and LESSOR against liability arising out of or in any way connected with LESSEE's use of the Leased Property and the presence on the LESSOR Property of LESSEE's Facilities, employees, agents, and independent contractors, including Commercial General Liability, with limits of \$5,000,000 per occurrence; automobile liability with a combined single limit of \$1,000,000 per accident; workers compensation as required by law; and employer's liability with limits of \$1,000,000 per occurrence.		LESSEE agrees to hold harmless and indemnify LESSOR and its trustees, officers, agents, and employees from any and all liability, damages, losses, claims, demands, suits, actions, judgments, costs, and expenses of every nature and kind arising out of or incidental to or in any way connected with the occupancy, installation, use, maintenance, repair, or removal of LESSEE's facilities, including without limitation reasonable attorney's fees, except claims arising from the negligence of LESSOR, its employees, agents, or independent contractors. LESSOR agrees to hold harmless and indemnify LESSEE and its trustees, officers, agents and employees from any and all liability, damages, losses, claims, demands, suits, actions, judgments, costs, and expenses of every nature and kind arising out of or incidental to or in any way connected with the occupancy, installation, use, maintenance, repair, or removal of any equipment owned by LESSOR, including without limitation reasonable attorney's fees, except claims arising from the negligence of LESSEE, its employees, agents, or independent contractors. The foregoing indemnifications shall survive the expiration or early termination of this agreement. In no event will LESSOR be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, income, or business opportunities to lessee or its customers.	unknown	not included	BC		
761	\$4,000.00	03/08/12	Eddie Alvarado	5137	unknown		unknown	unknown	not included	BC		entered 3/28/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
762	\$7,800 settlement payment		Tom Burke	5124	unknown	unknown		Each of the parties hereto promises, represents, warrants and agrees to maintain the terms of this agreement confidential and to not disclose the terms hereof except to such individuals as such party may owe a fiduciary, contractual or other legal obligation to disclose such matters, or as otherwise required by law or pursuant to lawful court order, or administrative process in the form of a subpoena, or decree of court or government agency.	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
763	\$70,000.00	09/08/11	John Daly / Gale Lebsock	6369 / 6230	Toss, Inc. shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to doing business in California: (a) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrences. (b) Professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence. (c) Workers' compensation insurance as required under state law. TOSS, Inc.'s policy shall contain an endorsement naming the KCCD as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the KCCD at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. TOSS, Inc. shall furnish the KCCD with a certificate of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect TOSS Industrial Services; original insurance policies upon request. TOSS, Inc. shall immediately file with the KCCD a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce TOSS, Inc.'s liability or obligations under the indemnification provisions of this Agreement. If at any time, TOSS, Inc. fails to maintain the required insurance in full force and effect, the KCCD may cease all obligations under this Agreement.		(a). TOSS, Inc. agrees to defend, hold harmless and indemnify KCCD (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the actions or omissions of TOSS, Inc. or its breach of the terms of this agreement. In the event that any action or proceeding is brought against KCCD by reason of any claim or demand discussed in this section, upon notice from KCCD, TOSS, Inc. shall defend the action or proceeding at TOSS, Inc's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand. TOSS, Inc.'s obligations under this section shall apply regardless of whether the KCCD (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence of by the willful misconduct of the indemnitee. (b). To the extent permitted by law, KCCD agrees to defend, hold harmless and	unknown	not included	CC		updated 9/26/11 (See Amendment below)

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
764	\$17,600.00	11/10/11	John Daly / Gale Lebsock	6369 / 6230	Toss, Inc. shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to doing business in California: (a) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrences. (b) Professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence. (c) Workers' compensation insurance as required under state law. TOSS, Inc.'s policy shall contain an endorsement naming the KCCD as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the KCCD at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. TOSS, Inc. shall furnish the KCCD with a certificate of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect TOSS Industrial Services; original insurance policies upon request. TOSS, Inc. shall immediately file with the KCCD a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce TOSS, Inc.'s liability or obligations under the indemnification provisions of this Agreement. If at any time, TOSS, Inc. fails to maintain the required insurance in full force and effect, the KCCD may cease all obligations under this Agreement.		(a). TOSS, Inc. agrees to defend, hold harmless and indemnify KCCD (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the actions or omissions of TOSS, Inc. or its breach of the terms of this agreement. In the event that any action or proceeding is brought against KCCD by reason of any claim or demand discussed in this section, upon notice from KCCD, TOSS, Inc. shall defend the action or proceeding at TOSS, Inc's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand. TOSS, Inc.'s obligations under this section shall apply regardless of whether the KCCD (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence of by the willful misconduct of the indemnitee. (b). To the extent permitted by law, KCCD agrees to defend, hold harmless and	unknown	not included	CC	1/10/2012	updated 11/16/11



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
765	\$7,300 additional fee of \$1,600 per mtg. for any District required meetings	04/12/12	Tom Burke	5124	unknown		(a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.	unknown	not included	KCCD		
766	\$382.00	12/02/05		2068	unknown		unknown	unknown	not included	Delano Ctr Lab Bldg		
767	N/A	10/02/08	Mildred Lovato	4204	unknown		unknown	unknown	not included	BC		

Response: Do not need to renew for a couple of years. Updated 5/1/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
768	\$681.00	02/09/12	Diane Thompson / Bill Henry	2271 / 2459	Evidence of liability insurance with a combined limit of \$500,000 in the form of a Certificate of Insurance is to be provided to the FAIR, naming the Porterville Fair as an additionally insured for the duration of the Fair Event. This coverage may be purchased through the FAIR for \$100.00.		EXHIBITORS shall indemnify, defend, and hold harmless the FAIR and its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section #2782. EXHIBITOR further agrees to hold harmless to the full extent of the law, FAIR, and/or including but not limited to its successors and assigns, heirs, executors and administrators, employees, sponsors, representatives, advisors, consultants, family, friends, of and from all, specialties, covenants, contract, malpractice, controversies, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever, in law or in equity, arising out of this agreement in any manner whatsoever including, but not limited to those herein above mentioned.	unknown	not included	PC		updated 2/22/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
769	\$60,000.00	07/08/10	Maria C. Roman	2364	Each party and its agents officers, and employees against all claims and liability for death, injury, loss and damage as a result of its actions in connection with the performance of its obligations, as required by this Agreement, shall secure and maintain insurance as described below. Each party shall be responsible for any deductibles under all required insurance policies. (a) <u>Workers' Compensation Insurance requirement.</u> Each party shall submit written proof that the party is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code. In signing this Agreement, each party makes the following certification, required by section 1861 of the Labor code: "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement." (b) <u>Liability Insurance requirements: Each party shall maintain in full force and effect, at all times during the term of the Agreement, the following insurance: (1) Commercial General Liability insurance,</u> including but not limited to, Contractual Liability insurance (specifically concerning the indemnity provisions of this agreement), Products-Completed Operations hazard, and Personal Injury for liability arising out of the party's performance of services under this agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. (2) <u>Automobile Liability Insurance</u> with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include		Each party agrees to defend, indemnify and hold harmless the other party, its employees, officers, agents and representatives respecting any and all claims, suits, damages and penalties which arise out of the act or omission of the indemnifying party in connection with this Agreement, whether due to the active negligence, passive negligence, willful or intentional conduct, violation of law or other acts or mission of the indemnifying party.	unknown	not included	PC		updated 7/20/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
770	\$8,193.86	10/01/09	Bill Henry	2459	Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance (1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) <u>workers' compensation insurance</u> as required under state law. The parties acknowledge that Contractor is a permissibly self-insured public entity in accordance with the California Government Code. District conforms to the requirements of the California Labor Code by legally self-insuring for workers' compensation.	unknown		unknown	not included	PC		

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771	\$11,000.00	08/08/08	Ann Beheler	2307	unknown		Superintendent and Agency shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of Superintendent or Agency or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.	unknown	not included	PC	12/8/2009	

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772	\$34.38/day/child plus \$40 registration fee/child	06/11/09	Nan Gomez-Heitzeberg	4201	(1) During the entire term of this agreement Preschool will keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services by Preschool, of at least \$1,000,000.00 combined single limit for all damages arising from each accident or occurrence. Said insurance will name the County as an additional insured. (2) Preschool will provide for the insurance provider to send written notice of cancellation or material change in coverage or terms of policy to the County at least 20 calendar days before such cancellation or material change is executed. (3) Preschool will, at its own expense, procure and maintain insurance under the Workers' Compensation law. (4) The County reserves the right to revise the requirements of this provision of the agreement at any time.		(1) Preschool will defend, hold harmless, and indemnify the County and its governing board, officers, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property including, without limitation, all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligent or willful acts or omissions of Preschool, its agents, or employee in the course of rendering service(s) under this agreement. (2) County will defend, hold harmless and indemnify Preschool and its governing board, officers, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property including without limitation all consequential damages from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or willful acts or omission of County its agents or employees in the course of rendering service(s) under this agreement.		not included	PC	3/30/2010	

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773	\$1.00	04/08/10	Donna Berry	2374	The Superintendent agrees, during the term of this Agreement, to maintain at its expense all necessary insurance for its employees and agents, including but not limited to, worker's compensation, disability, and unemployment insurance, and to provide College with certification upon request. (a) The Superintendent shall secure and maintain, at its own expense, through the entire term of this Agreement, or any extension thereof, public liability and property damage insurance protecting the parties against claims arising out of the occupation of the Premises. Said insurance policy shall name the College, its officers, agents and employees as additional insureds. The amounts of said insurance shall be as follows: (i). Comprehensive general liability insurance and property damage insurance with combined single limit coverage of not less than \$1,000,000.00.		Each of the parties hereto shall indemnify, defend and hold harmless the other party from and against any liability, claims, actions, costs, damages or losses for injury, including death, to any person or damage to any property arising out of the acts or omissions of the indemnifying party under this Agreement. This obligation shall be effective after the termination of this Agreement as to any act or omission that occurred during its term.	unknown	not included	PC		Entered 4/12/10
774	\$4,650 for 124 hrs trng; \$25.00 per instrctnl hr; \$25.00 per hr of 62 hrs class prep sum of \$1,550.00	12/04/03	Maria Roman, Steve Schultz	2218	unknown		unknown	unknown	Yes	PC		
775	\$.0175 per image	02/05/10	Anne VanDerHorst / Abe Ali	5141	unknown		unknown	unknown	not included	District Office		updated 10/20/10
776	\$3,600.00	12/15/11	Amber Chiang	4256	unknown		unknown	unknown	not included	BC		1/13/2012

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777	unknown	unknown	Tom Burke (Ronna Benning)	5124	unknown		By USBCS. In the event a court of competent jurisdiction determines that USBS does not have the right to license the System to customer, or that the USBCS components of the system infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party, USBCS (at its sole option and at no cost to customer) will: (a) procure for customer the right to continue to use the system, or (b) obtain and license to customer the right to use a substitute system. Provided that customer promptly notifies USBCS of all claims, cooperates with USBCS in providing information and assistance, and grant USBCS all necessary authority to defend or settle such claims, USBCS agrees to defend and/or settle any suit involving claims of USBCS' lack of right to license, or infringement by, the System, and will indemnify customer against all such claims, including customer's costs and attorneys fees..	USBCS represents and warrants that at the time of the execution of this agreement: (a) it is the owner of the system, and (b) it will use reasonable efforts for a period of ninety (90) days after the software is delivered to maximize the uptime of the software. The Acrobat Reader is owned by Adobe, and is licensed directly to Customer by Adobe (by means of a "click-on" license on the CD disk); it is provided by USBCS as a part of the System, "as is." Except as stated above, USBCS makes no other express or implied warranty, including any implied warranty of merchantability or fitness for particular purpose with respect to the software.	not included	KCCD		



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778	N/A	06/12/08	Tom Burke	5124	unknown	unknown	unknown	unknown	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
779	N/A	06/12/08	Tom Burke	5124	<p>(a) <u>Worker's Compensation and Employer's Liability insurance</u> in limits of not less than \$100,00 to protect the Contractor from any liability or (a) Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted. (b) The Contractor agrees to maintain <u>Commercial General Liability insurance</u> in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad From Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. (c) The Contractor agrees to maintain owned, non-owned, and hired <u>Automobile Liability insurance</u> in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor: In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive general Liability policy. (d) The Contractor agrees to maintain <u>Professional Liability insurance</u> in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff. (e) <u>Liability insurance</u> may be arranged by General</p>		Indemnification: Article 63 of the General Conditions and instructions to Bidders (Appendix A) shall apply.	All items must have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts labor and all return delivery cost.	Yes	KCCD		

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780	N/A	06/12/08	Tom Burke	5124	<p>Liability Insurance. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad from property damage, independent contractors, and personal and advertising injury with a combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence. (A) If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit. (B) If written on a claims made form, the vendor shall provide an extended two (2) year reporting period commencing upon expiration or termination of this agreement. Comprehensive Auto Liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than three hundred thousand dollars (\$300,000) per occurrence. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code including employer's liability with a limit no less than One Million Dollars (\$1,000,000) covering all persons performing work on behalf of Vendor and all risks to such persons under this agreement.</p>		<p>Vendor agrees to indemnify, defend and hold harmless County, County Special District, and participating government entities and their elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits hereunder as well as for damage or workers' compensation benefits relating to vendor's and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to Vendor's and its subcontractors' property, or property in the care, custody, or control of Vendor and/or its subcontractor(s). This indemnity shall include, but not be limited to claims for or by reason of any actual or alleged infringement of any US patent or copyright or any actual or alleged trade secret disclosure.</p>	<p>All equipment provided to County must be brand new, unused, and be approved by either U.L., L.A. City Testing Lab, Factory mutual Corp, or ETL testing labs. Further, equipment provided to County shall meet other such standards as the County may require.</p>	not included	KCCD		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
781	R=\$4,877.00; E=\$4,877.00	06/10/10	Jack Pierce / Daniel O'Connor	2000 / 4231	unknown	unknown	unknown	unknown	not included	BC		entered 6/24/10

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
782	\$109,877.72		Alex Gomez	4345	<p><u>Liability Insurance:</u> Vendor shall maintain during the life of this agreement such public liability and property damage insurance as shall protect Vendor and District from all claims for personal injury, including accidental death, to any person (including, as to District and Vendor, and their employees and agents), as well as from all claims for property damage arising from operations under this agreement. <u>Workers' Compensation insurance:</u> In accordance with the provisions of the Labor Code, the Vendor shall provide workers' compensation insurance for all of its employees engaged in work under this agreement. Vendor shall submit proof of insurance and shall provide endorsements on forms approved by the District. Vendor shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits: (A) <u>as required by law for WC</u>; (B) \$5 Million per occurrence for Comprehensive <u>General Liability</u>; (C) \$1 million per occurrence for <u>Automobile Liability</u>.</p>		(A) The Vendor agrees to and does hereby indemnify and hold harmless the District, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of: (1) Liability for damages for (a) death or bodily injury to persons; (b) injury to, loss or theft of property; or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the Vendor upon or in connection with the work called for in this Bid, except for liability resulting from the sole active negligence, or willful misconduct of the District. (2) Any injury or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract. (B) The Vendor, at Vendor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay	unknown	not included	BC		
783	\$381,585.00	12/16/10	Tom Burke	5104	<u>unknown</u>		unknown	unknown	not included	BC, PC		entered 1/3/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
784	Estimated @ \$893,051 Total	07/09/09	Stephen Kegley	4492	unknown		Vendor shall hold harmless and indemnify KCCD and its Trustees, Officers, agents and employees, from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor or by any person, firm or corporation, employed directly or indirectly by Vendor upon or in connection with the performance of any and all obligations under this Agreement, however caused. (b) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or un-patented invention, under this Agreement. (c) Vendor, at Vendor's own expense and risk, shall defend any legal proceedings that may be brought against KCCD or its Trustees, Officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against any of them.	unknown	not included	BC, CC, PC, Dist		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
785	\$5,662.5 - Equip.; Purchase Maint. Agreement - \$1,561.88 Annually	unknown	Deems Morrione	6228	unknown		Vendor shall hold harmless and indemnify KCCD and its Trustees, Officers, agents and employees, from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor or by any person, firm or corporation, employed directly or indirectly by Vendor upon or in connection with the performance of any and all obligations under this Agreement, however caused. (b) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or un-patented invention, under this Agreement. (c) Vendor, at Vendor's own expense and risk, shall defend any legal proceedings that may be brought against KCCD or its Trustees, Officers, agents and employees on any such claim or demand, and satisfy any judgment that may be rendered against any of them.	unknown	not included	CC		

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
786	\$6,000.00	11/01/07	Jane Harmon		(1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>property casualty insurance</u> insuring all buildings, improvements and other structures on the Property for their full replacement cost against loss or destruction by fire and other perils, including vandalism and malicious mischief, commonly covered under the standard extended coverage endorsement in the county where the property is located; and (3) <u>workers' compensation insurance</u> as required under state law.		Licensee shall hold harmless, indemnify, and defend District, its officers, trustees, agents, and employees from and against any and all liability, claims, loss, damages, penalties, fines and expenses, including attorneys' fees and costs, arising from the death or injury of any person, including any person who is an employee or agent of Licensee, or from damage to or destruction of the Property, caused or allegedly caused by (1) any cause as a result of Licensee's occupancy while the person or property is in or on the Property or in any way connected with the Property or with any improvements or personal property on the Property; (2) some condition of the Property or some building or improvement on the Property as a result of Licensee's occupancy; (3) some act or omission on the Property of Licensee or any person in, on, or about the Property with the permission and consent of Licensee; or (4) any matter connected with Licensee's occupation and use of the Property, including, but not limited to, release or threatened release of hazardous materials, substances or wastes, or other violation of federal, state or local environmental laws or regulations by Licensee, its agents, officers, employees, invitees or assigns.	unknown	not included	CC		
787	\$383.00	04/12/12	Kimberlee Kelly Schwartz / Heather Ostash / Gale Lebsock	6383 / 6249 / 6230	\$1,000,000 Commercial General Liability		unknown	unknown		CC		entered 4/18/12



No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
788	TBD	11/06/08	John Means	5036	Parties to the Memorandum of Understanding agree to mutually indemnify, defend and hold each other harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of any subcontract let under this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the acts or omissions of the other party in the performance of a subcontract.		unknown	unknown	not included	KCCD		
789	N/A	03/08/12	Bill Cordero / Nan Gomez-Heitzeberg	4406	Each party to this Agreement shall provide and maintain, at its own expense, insurance covering its activities and operations hereunder. Such insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Note that Agency may have limitation of 2,000,000 aggregate. Both parties shall provide the other with a certificate evidencing such coverage.		Indemnify, defend and hold harmless School, its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys fees where liability is found to exist by reason of material breach of any provisions hereunder, negligent acts or omissions of Agency's employees, agents or representatives.					
790	\$27,600; \$2300/mo includes utilities	06/14/12	Gail Summerford / Hamid Eydgahi	4368	Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	BC		entered 7/19/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
791	\$19,800.00	12/17/09	Eddie Alvarado	5137	Lessee will at all times maintain in full force and effect policies of insurance insuring Lessee and Lessor against liability arising out of or in any way connected with Lessee's use of the Leased Property and the presence on the Lessor Property of Lessee's Facilities, employees, agents, and independent contractors, including Commercial General Liability, with limits of \$2,000,000 per occurrence; automobile liability with a combined single limit of \$1,000,000 per accident; workers compensation as required by law; and employer's liability with limits of \$1,000,000 per occurrence. The policy or policies of insurance shall be issued by one or more reputable insurance companies. Lessee shall promptly furnish to Lessor a certificate as to or a copy of each policy of insurance.		LESSEE agrees to hold harmless and indemnify LESSOR and its trustees, officers, agents, and employees from any and all liability, damages, losses, claims, demands, suits, actions, judgments, costs, and expenses of every nature and kind arising out of or incidental to or in any way connected with the occupancy, installation, use, maintenance, repair, or removal of LESSEE's facilities, including without limitation reasonable attorney's fees, except claims arising from the negligence of LESSOR, its employees, agents, or independent contractors. LESSOR agrees to hold harmless and indemnify LESSEE and its trustees, officers, agents and employees from any and all liability, damages, losses, claims, demands, suits, actions, judgments, costs, and expenses of every nature and kind arising out of or incidental to or in any way connected with the occupancy, installation, use, maintenance, repair, or removal of any equipment owned by LESSOR, including without limitation reasonable attorney's fees, except claims arising from the negligence of LESSEE, its employees, agents, or independent contractors. The foregoing indemnifications shall survive the expiration or early termination of this agreement. In no event will LESSOR be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, income, or business opportunities to lessee or its customers.	unknown	not included	KCCD	12/14/2009	OK - renewed
792	\$5,850.00	01/12/12	Eddie Alvarado	5137	unknown		unknown	unknown	not included	KCCD		entered 1/19/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
793	\$2,995.00/yr	06/04/07	Jill Board	6249	unknown		Client shall indemnify and hold harmless Vault, its officers, directors and employees, against and with respect to any and all third party claims, actions, investigations and liabilities, and expenses (including reasonable legal fees and expenses of attorneys chosen by Vault), as and when incurred, arising out of or based upon any actual or alleged infringement of any trademark, copyright or other property right, or any other actual or alleged act or omission, by Client.	unknown	not included	CC	12/15/2009	
794	\$16,800.00	06/14/07	David Palinsky	5170	unknown		unknown	unknown	not included	KCCD	12/14/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
795	\$2,200.00	10/02/08	John Daly	6369	The contractor shall maintain WC insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions b the Contractor or his/her agents, employees or representatives. Contractor agrees to provide all necessary WC insurance for Consultant's employees, if any, at Consultant's own cost and expense.		Auctioneer is acting as agents of the seller, and is therefore not responsible for acts of the seller. Seller agrees to hold auctioneer harmless and to defend auctioneer from all claims, losses, and damages, including reasonable attorney's fees related to personal injury or property damage of parties during exhibition, sale and removal of goods.	unknown	not included	CC		
796	R=\$23,077.60; E=\$18,877.60	02/10/11	Nancy Johnson	5039	unknown		The District and Employer agree to defend, indemnify and hold harmless the other party, its board officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and cause of action of whatever ind arising in any manner whatsoever out of or in connection iwth this Agreement for the acts or omissions of its officers, agents and employees.	unknown	not included	KCCD		entered 3/14/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
797	R=\$4,950,000; E=\$4,950,000	04/12/12	John Means	5036	unknown	unknown		unknown	not included	BC,CC,PC		entered 4/18/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
798	R=\$1,000,000; E=\$500,000	07/14/11	John Means	5036	(A) Each party shall obtain, pay for, and maintain in effect during the life of this Master Agreement the following policies of insurance issued by an insurance company related not less than "A-;V" in Best Insurance rating Guide and admitted to transact business in California: (1) <u>commercial general liability</u> (including contractual, products, and completed operations coverages, bodily injury, and property damage liability with single combined limits not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability</u> for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) <u>professional liability</u> (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) <u>workers' compensation insurance</u> as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Master Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies under request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (C) Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Master Agreement. (D) The parties acknowledge that KCCD is permissibly self-insured under California law.		(A) WESTEC shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Master Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of WESTEC, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) KCCD shall defend, hold harmless, and indemnify WESTEC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities	unknown	not included	KCCD	1/10/2012	entered 8/1/11 (See New Contract below)

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
799	R=\$570,625; E=\$402,281	06/14/12	John Means	5036	(A) Each party shall obtain, pay for, and maintain in effect during the life of this Master Agreement the following policies of insurance issued by an insurance company related not less than "A-;V" in Best Insurance rating Guide and admitted to transact business in California: (1) <u>commercial general liability</u> (including contractual, products, and completed operations coverages, bodily injury, and property damage liability with single combined limits not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability</u> for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) <u>professional liability</u> (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) <u>workers' compensation insurance</u> as required under state law. (B) Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Master Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies under request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. (C) Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Master Agreement. (D) The parties acknowledge that KCCD is permissibly self-insured under California law.		(A) WESTEC shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Master Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of WESTEC, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. (B) KCCD shall defend, hold harmless, and indemnify WESTEC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney's fees and costs including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities	unknown	not included	KCCD		entered 6/27/12

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
800	N/A	06/12/08	Tom Burke	5124	unknown		unknown	unknown	not included	KCCD	10/14/2011	Per T. Burke, Yes - Will renew - will want to continue piggy back option
801	N/A	10/05/06	Mildred Lovato	4204	unknown		unknown	unknown	not included	BC		
802	\$1,600.00	03/05/09	Jan Stuebbe	4269	unknown		unknown	unknown	not included	BC		



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803	\$21,380.00	07/13/06	John Daly	6369	unknown		unknown	unknown	not included	Eastern Sierra Ctr - Bishop		
804	R=\$11,500; E=\$5,670	02/05/09	David Teasdale	5011	unknown		The Vendor shall indemnify and hold Recipient harmless against any liability whatsoever arising from any act or acts of Vendor participating or functioning in the program and activities herein provided, to the extent provided by law.	unknown	not included	KCCD	12/8/2009	

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
805	10% of funds rec'vd by Dist through Granting Agency	02/10/11	Daniel O'Connor	4231	Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) Commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence (3) workers' compensation insurance as required under College law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certified of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.		Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successor and assigns) against all third-party claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of the indemnifying party's gross negligence or willful misconduct in connection with its performance of its obligations under this Agreement.	unknown	not included	BC		entered 3/07/11

No.	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)	Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	Email Notice of Expiration Sent to Department	Notes
806	\$100/hr		Tom Burke	5124	unknown		Whenever any civil action is brought against the Intermim Director during the term of this agreement or in the future for any action or omission, other than acts of intentional misconduct or gross negligence, arising out of, or in the course of, the duties of the Interim Director, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect the associate Director, from any financial loss resulting there of, insofar as permitted by law.	unknown	not included	KCCD		entered 12/01/10
807	\$35,008.00	06/14/12	David Palinsky / Sean James	5170 / 5165	unknown		Vendor further agrees to indemnify and hold harmless the KCCD from any claim arising from Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and shall be grounds for termination of this agreement.	Vendor hereby warrants that version 2.5 and all subsequent upgrades to the products or services to be made available under this agreement fully comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) and its implementing regulations set forth at 36 C.F.R., part 1194. Vendor agrees to promptly respond to and resolve any compliant regarding accessibility of its products or services that is brought to its attention.	yes	KCCD		entered 6/27/12



No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
68	Kern County	Agreement - for use of Facilities - # 1109-2008	Department of Public Health	Kern County Department of Public Health	N/A	N/A	unknown at this time	County and Contractor entered into an Agreement on December 16, 2008, (Agreement No. 1109-2008) and shall continue in effect until such time as either party opts to terminate it, with or without cause.
80		Agreement - Maintenance		AB DICK/IPS	GU001	07/01/10	06/30/11	This agreement shall be in effect for an initial term beginning on the effective date shown on the reverse side and continuing for the number of months shown as the "Initial Months of Coverage" on the reverse side, subject to approvals by Company of the mechanical and/or operational condition of the equipment and subsequent deliver to Customer of a copy of this agreement duly executed by Company and Customer. <b>This agreement shall be automatically renewed at the end of its initial term for successive periods of twelve (12) months each at the current Company rates.</b>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
81		Contract - Annual Security		AAA Security, Inc.	GU001	12/01/09	06/30/10	<p>This agreement shall automatically without action by either party extend and renew itself under the same terms and conditions for successive periods of one year each after the initial period unless either party gives to the other at least thirty days written notice prior to expiration date, of its intention to terminate this agreement upon its original or any renewed expiration date.</p>
83		Standard US agreement form		ACT, Inc.	RP302- 268MT1 Matriculation	07/08/10	07/08/11	<p>The term of this Agreement shall be as set forth in Section D of this Agreement ("Initial Term"), subject to earlier termination, as set forth in Paragraph 12 of these TCs. After the Initial Term, this Agreement shall automatically be renewed for successive one-year periods (each a "Renewal Term") under the ACT standard terms and conditions then in effect, unless otherwise terminated as set forth in Paragraph 12 of these TCs. As used herein, the "Term" shall mean the Initial Term and any Renewal Term(s).</p>
84		Agreement - Commercial Sales		ADT Security Services, Inc.	GU001	12/17/08	five years from date of execution	<p>After the initial term, this Agreement shall automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
86		- Advertising Contract		at&t	GU001	04/01/11		(One time cost) - If not cancelled, the contract is subject to automatic renewal.
101		- Music License 500624784		American Society of Composers	GU001	07/01/07	2012	This Agreement shall be for an initial term of five (5) years, commencing July 1, 2007, which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.
110	FORMERLY = GARDA CL WEST INC.	Agreement		AT Systems West, Inc.		06/21/04	06/21/05	Agreement shall be in full force and effect from June 21, 2004 until June 21, 2005 and shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof thirty (30) days in advance of each anniversary of the Contract Date.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
130		Agreement - Service RSTE82808 92846		Brinks	GU001	08/28/08	08/28/09	Effective 8/28/08 and shall continue for a period of 12 months and thereafter from year to year until cancelled, by either party, on sixty (60) days written notice prior to any anniversary date hereof.
131		Agreement - Service EDIZ717099 1649		Brinks	GU001	08/01/09	08/28/10	Effective 8/1/09 and shall continue for a period of one year. Thereafter this Agreement shall automatically renew from year to year until cancelled, by either party, on at leased sixty (60) days written notice prior to the anniversary date.



No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
135		Agreement for the Provision of Instruction Programs		California State University, Bakersfield	N/A	N/A	N/A	on-going basis.
136		Rider to Agreements- CSUB Use of Space at BC		California State University, Bakersfield	N/A	05/27/11	N/A	on-going basis.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
207		Agreement - License 2006-5079		Clark Planetarium Productions	RP339	commencing date of signature '8/2006	no end date (perpetual)	This Agreement shall be a <b>perpetual license</b> so long as Exhibitor continues to show and retain possession of the Program.
208		Agreement - Lease Term and Renewal		Nextel Spectrum Acquisition Corporation ("Sprint Nextel")	N/A	2006	2016	(c) Subject to Paragraph 1(c), the initial term of this Agreement begins on the Effective Date and ends on the date that is <b>ten (10) years</b> from the Effective Date (the "Initial Term"), <b>unless the Agreement is terminated earlier</b> in accordance with Section 10. (b) Renewal: Subject to Paragraph 1(c), on the date that is ten (10) years following the Effective Date ("Renewal Date"), and <b>each five (5) years each (each, a "Renewal Term"), for a maximum Agreement duration of twenty-five (25) years</b> . The Renewal Terms will occur automatically unless Nextel notifies the Licensee in writing at least six (6) months prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement, or if the FCC's rules limit this Agreement to a maximum term that is shorter than contemplated in this Paragraph 1(b). The terms and conditions of this Agreement apply to each Renewal Term. (c) Renewal of License and Extension of Agreement: In the event that the License expires during the Initial

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
217		Agreement - Application Service Provider		College Central Network	RP611- 213VTV- 5650-602010 DEP337 -- VTEA IC	08/01/10	07/31/13	<p>The term of this Agreement shall be for a three-year period commencing on August 1, 2010 through July 31, 2013. Following the Initial Term, <b>this Agreement shall automatically renew with annual five (5%) percent increase</b>, up to an additional two years at which time a new agreement may be drawn. Unless either party provides the other with thirty (30) days written notice of intention not to renew prior to the expiration of the Initial Term (Business Days). The term Business Days as used in this Agreement means all days, except Saturdays, Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>
218		Agreement - MOU		College of the Sequoias P.C.		2002		<p>This agreement <b>shall automatically renew each semester thereafter</b>, unless either party gives written notice of its intent to terminate the agreement at least sixty (60) days prior to the next student registration period.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
239		Agreement - Concept Media License		Concept Media, a division of Jobson Medical Information, LLC.	RP128 & RP129	N/A	N/A	The License granted herein <b>shall be perpetual</b> upon Licensee's payment of the License Fee, unless this Agreement is terminated pursuant to Section V.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
264		Agreement - Use of Facilities (Lecture Center and Gymnasium)		Delano Joint Union High School District Joint Facility Use Agrmt Lecture Center & Gymnasium		05/27/04		<p>(Term - Subject to automatic termination if the plans for this facility are not approved by the California Department of Education, the Division of State Architect, and the Office of Public School Construction within one year after execution, <b>this agreement shall be in effect for an additional period of 50 years from the date of execution by both parties</b>, subject to earlier termination as provided in this agreement. <b>The agreement shall roll over and continue in effect for an indefinite period</b>, subject to termination by either party if the site on which the Joint Use of Facilities are located is no longer used as a school site.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
287		Agreement - and Amendment to E- Payment Technology Service Provider Agreement		EPOS Corporation		12/31/05	12/31/08	<p>For the convenience of the Parties, this Agreement shall be in effect from the effective date through December 31, 2005, and three (3) full years (the "Initial Term") thereafter. <b>This Agreement shall then automatically be renewed for successive periods of one (1) year ("Successive Term") on January 1 of each anniversary</b> hereof unless EPOS or Customer notifies the other in writing at least ninety (90) days prior to the expiration date of the Initial or Successive Term of its intention not to renew this Agreement.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
290		Agreement - Services		EthicsPoint, Inc. Services Agreement	GU001	06/23/08	06/23/09	<p>One year from commencement date. The initial term of this agreement begins on the commencement date and continues for the period stated at the top of this agreement (the "Initial Term"). <b>This agreement will renew annually for successive one (1) year terms (each a "Renewal Term") unless either Party gives written notice to the other Party, not less than sixty (60) days prior to the expiration of the Term, that it chooses not to renew this Agreement.</b></p> <p>"Term," as used in this Agreement, shall include the Initial Term and any subsequent renewal Term.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
294		Agreement - Membership Renewal		Foothill College ETUDES-NG	GU001	07/01/08	06/30/09	<p>This agreement may be renewed with written request, any time prior to the completion of the 1 year period. The renewal term associated with the annual hosting, system administration, site and account management, and support costs is 7/1/2008 - 6/30/2009 (fiscal year for services to be provided to Client). <b>ETUDES will automatically renew the annual term in the month prior to the end of the term and will provide uninterrupted services - unless the Client institution indicates a change in writing 30 days prior to this date.</b></p>



No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
302		Agreement - <b>Software License</b>		Evisions, Inc.	GU001	06/20/07	06/20/11	This <b>perpetual</b> Operating License shall become effective as of the date noted on Order Form Addendum A. Access to upgrades will be available upon Licensee's timely payment of all applicable annual maintenance upgrade fees.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
303		Agreement - Software Maintenance Upgrades/Su pport		Evisions, Inc.	GU001	07/01/11	06/30/16	<p>The term of this Agreement with respect to each Covered Software ("Term") shall commence on the date noted in Exhibit B or delivery of Covered Software, whichever comes first, and shall continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein. The Term for each Covered Software may be modified by mutual consent and prorated accordingly, but the Term shall be for a continuous 12 month period. The Term for each Covered Software shall be automatically renewed for four (4) successive periods unless Client notifies Contractor at least thirty (30) calendar days prior to the expiration of the Term (or renewal Term, as the case may be) that the Term shall not be renewed.</p>
334		Agreement - Academic Software Licensing Agreement		George Washington University	N/A	perpetual	no date of termination	<p>The license granted by this Agreement is <b>perpetual and has no date of termination.</b></p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
346		Agreement - Maintenance		Harbor Payments Corporation	GU001	07/01/06	06/30/11	<p>The term of maintenance shall commence on July 1, 2006 and shall terminate on June 30, 2007. Thereafter, this Agreement and the Maintenance Term shall automatically renew on an annual basis additional period(s) of one year each (a "Support Period") at the annual maintenance fee set forth herein, unless and until this Agreement is terminated in accordance with the provisions hereof.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
367		Agreement - Maintenance Service		IKON Office Solutions, Inc.	GU001	07/01/08	06/30/09	<p>Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it <b>will automatically</b>, subject to applicable law and without further action required by either party, <b>renew for an additional twelve (12) month period</b>, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
369		Agreement - Master Maintenance and Sale Agreement		IKON Office Solutions, Inc.	GU001	09/22/09	09/22/14	<p>Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it <b>will automatically</b>, subject to applicable law and without further action required by either party, <b>renew for an additional twelve (12) month period</b>, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.</p>
390		Memorandu m of Understandi ng regarding Water Conservation Using a Special Watering Device		Indian Wells Valley (IWW) Water District		N/A	N/A	<p>This MOU is effective on the date of the last agency signature and <b>has no expiration date</b>. Amendments will be made as deemed necessary and must be put in writing and agreed to by the signing parties.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
433		Agreement - Video Software Performance License		Loch Ness Productions	RP339- 215DN0- 5650 & 4310- 191100			This License shall continue for a term of <b>fifty (50) years</b> <b>or until otherwise</b> <b>terminated.</b>
437		Agreement - Professional Services		Lozano Smith	GU001	2009	2010	No end date. <b>In 2014, new</b> <b>agreement to be drawn.</b>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
448		Agreement - License		MBS Systems	BB100	05/03/06	05/03/11	<p>Subject to earlier termination pursuant to paragraph 9, this agreement will continue through the end of the current calendar year and remain in effect for a period of five years from the effective date, <b>at which time the agreement will be renewed.</b></p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
452		Contract - Medi-Cal Administrativ e Activities (MAA) Program Service Contract		Medical Billing Technologies, Inc.	GU001	07/01/09	06/30/10	This agreement shall be effective from July 1, 2009 through June 30, 2010, and said agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date.
453		Contract - Medi-Cal Administrativ e Activities (MAA) Program Service Contract		Medical Billing Technologies, Inc.	GU001- Unrestricted 260VS0-VP Student Services 679000- Other Gen Institutional Support Services	07/01/11	06/30/12	This agreement shall be effective from date of execution (July 1, 2011) through June 30, 2012, and said Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date.



No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
461		Agreement - Addendum to the Joint Development and Use of Facilities Agreement		Mono County Board of E.D. Joint Use Agreement - CC.	N/A	05/12/03	05/12/48	This Agreement shall be in effect for a period 99 years from the date of execution by the parties, subject to earlier termination as provided in this agreement. The agreement shall roll over and continue effect for an indefinite period after that, subject to termination by any party if the site on which the Joint Use Library Facility is located is no longer used as library site.
485		Agreement - Pacific Telemanage ment services payphone services		Pacific Telemanagement Services	GU001	10/12/07	10/11/11	This agreement shall be in effect for an initial term of 3 year beginning on 10/12/07 and shall automatically renew for additional, successive 1 terms

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
493		Agreement - General Testing Agreement <b>(See Amendment below)</b>		Pearson VUE	GU001	12/01/06	01/30/11	<p>The term of this Agreement will commence on the Effective Date and will expire twelve months after the effective date, unless terminated earlier as provided in this Agreement. Following the initial term, <b>this Agreement will automatically renew</b> on the same terms and conditions <b>for successive periods of one year each</b>, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement. <b>(See Amendment below)</b></p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
494		Agreement - General Testing Agreement -- <b>Amendment</b>		Pearson VUE	GU001	12/01/06	01/30/11	<p>The term of this Agreement will commence on the Effective Date and will expire twelve months after the effective date, unless terminated earlier as provided in this Agreement. Following the initial term, <b>this Agreement will automatically renew</b> on the same terms and conditions <b>for successive periods of one year each</b>, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
495		Agreement - Service (renewable annually)		PeopleAdmin	GU001- 140GR1- 5119-673000	02/01/07	01/31/08	This agreement shall extend for twelve (12) months (the "Initial Term") from the implementation date and <b>shall automatically renew for subsequent 12-month periods.</b>
499		Agreement - Service		Pest Master Services	GU001	10/13/03	10/12/05	This agreement is for the initial period of 12 months and <b>shall continue on a regular basis until canceled in writing.</b>
500		Agreement - Natural Gas Service Agreement		PG&E		10/14/99		This NGSA is effective 3/1/98. The initial term of this NGSA, unless otherwise specific in Exhibit A, will be twelve (12) months. After that, this NGSA <b>will continue on a month to month basis unless terminated by customer upon thirty (30) days' prior written notice to PG&amp;E, or unless terminated by PG&amp;E</b> upon the approval of or an order by the CPUC.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
502		Agreement - Term Rental		Pitney Bowes	GU001	07/01/08	06/30/11	<p>Agreement shall be automatically renewed for successive twelve (12) month periods (or until expiration or termination of the lease agreement), unless Pitney Bowes receives from you written notice of termination at least sixty (60) days before the end of the initial term or the then current renewal term.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
503		Agreement - Hardware Service Agreement Multi-Vendor Services		Pitney Bowes, Inc.	GU001	09/01/08	07/31/09	Agreement shall be automatically renewed for successive twelve (12) month periods, unless PBI receives written notice of termination from customer at least sixty (60) days before the end of the initial term or the then current renewal term.
558		Agreement - Maintenance # 0010114		Harland Technology Services	GU001	09/01/08	08/31/09	Harland Technology Services will provide Maintenance Service at the prices indicated from 9/1/08 to 8/31/09. This agreement will remain in effect after that date unless cancelled or modified by either party in accordance with the terms and conditions on the reverse.

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
561		Agreement - Labor Relations Services		Schools Legal Service	GU001	07/01/11	06/30/12	<p>This agreement shall continue in effect until June 30 of the year following its execution and <b>shall automatically be renewed for additional one-year terms after that unless terminated by either party in writing.</b> If District terminates this Agreement, it shall pay SLS in full for all fees and costs accrued up to the time of termination. SLS and District each agree to sign any documents necessary to complete SLS's discharge or withdrawal.</p>
577		Agreement - Instructional Materials Utilization Agreement		Southern California Consortium for Community College Television -- "INTELECOM" -- Intelligent Telecommunicatio ns	GU001			<p><b>Shall remain in effect</b> as long as the KCCD remains partner district of the Consortium.</p>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
583		Agreement - Added Facilities Agreement		Southern California Edison Company	GU001	N/A	N/A	This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
586		Agreement - Fixed fee License Agreement		Spitz, Inc.	RP253- 215CX1- 5686-191400	11/01/09	for 50 years forward	Term: November 1, 2009 for 50 years forward.



No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
589		Agreement - Service Agreement - Contract # 10019		Staffords Pest Control	GU001	07/01/09	06/30/10	This service agreement shall be continued for a period of TWELVE (12) months and thereafter until cancelled with a thirty (30) day written notice.
607		Agreement - Contribution License Agreement		SunGard Higher Education Inc	N/A	10/15/10	Perpetual	From 10/15/2010 - <b>Perpetual License</b>

No.	Vendor/ Company/ Agency	Type of Agmt/Contr act/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
631		Contract - Professional Services		TRI-SIGNAL		09/23/05	06/30/06	This agreement shall automatically renew each year for an additional one (1) year period after the original term, unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the anniversary date.
641		Agreement - U.S. Bank Communicati ons System License		U.S. Bank Communications System License Agreement Purchasing Card		2/1/1999		This Agreement shall become effective upon execution by both USBCS and Customer, and the term shall continue until the expiration or termination of (a) this Agreement;

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>Agreement shall continue in effect until such time as either party opts to terminate it, with or without cause.</p>	<p><b>Amendment No. 2</b> to Agreement No. 1109-2008 between the KCCCD, on behalf of Bakersfield College, and the County of Kern, Department of Public Health. The County will use BC's facilities for Point of Dispensing sites, Casualty Staging Areas sites, Alternate Care Sites, and mass temporary shelter locations, for emergency response and support purposes. This amendment expands the scope of service under the original agreement for the provision of additional services due the location identified on BC premises to store ACS response supply caches for the County. All other terms and conditions remain the same.</p>	E	Unknown at this time	09/08/11	Cheryl Moncier / Cindy Collier	4221 / 4282	BC
<p>This agreement may be canceled by either party at any time by thirty (30) days advance written notice. The Company will refund a sum equivalent to a pro rata portion of any Customer prepayment less any amount due to Company from Customer only if such cancellation occurs within 90 days of the Agreement start date or renewal date after which no refund will be made.</p>	<p><b>RENEWAL</b> Maintenance Agreement between the KCCCD, on behalf of Cerro Coso Community College, and A. B. Dick/IPS. ABDick/IPS will provide maintenance as needed to the Duplo Digital Duplicating Machine, Model DP-460H, Serial #071185766, 450,000 copies per year overages @0.00367 per copy includes: Labor, Parts, and Travel, excludes: ink, masters, thermal heads, separation tape, color drums, and all other supplies.</p>	E	\$1,502.00	12/11/08	Gale Lebsock (cc: Deems Morrione)	6228	CC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
unknown	Agreement between the KCCD, on behalf of Porterville College, and AAA Security, Inc. AAA Security, Inc. will provide patrol and/or guard service for winter break, commencement, sporting and college events, emergencies and other events as needed.	E	\$19.28 per hr/guard; \$15.50 per patrol stop; \$25 one time processing fee for a total estimated cost of \$3,000.	12/17/09	Annette Nix	559-791-2404	PC
<p>Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause by ACT at any time. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Software, Assessments and Services and immediately destroy, or if requested by ACT, return, all copies of the ACT Materials in its possession. Customer shall certify in writing its compliance with these requirements. Further, upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 6, 7, 9, 10, 11 and 12 of these TCs shall survive.</p>	<p><b>Renewal</b> Agreement between the KCCD, on behalf of Bakersfield College, and ACT, Inc. BC will administer the ASSET (manual method) and COMPASS (computerized method) assessment testing to students for placement into classes at BC. This agreement allows the BC Assessment Center to administer the above tests.</p>	E	\$50,000 paid by Matriculation	08/12/10	Sue Vaughn	4049	BC
Agreement can be terminated by either party upon written notice at least 30 days prior to the anniversary date.	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and ADT Security Systems, Inc. ADT Security Systems, Inc. will provide burglar alarm and monitoring services for the BC Business Office and the Bookstore.</p>	E	\$1,938.98 per yr; \$9,694.90 T_ tax	02/05/09	Tom Burke	5124	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
Under terms and conditions, except for limited inventory advertising, customer may cancel this contract by written notice to publisher by the date(s) specified in section 3 of the terms and conditions. If not cancelled, the contract is subject to automatic renewal, limited inventory advertising items purchased on a pending availability ("Contingency") basis are subject to the provisions of Section 9 of the Terms and Conditions.	Advertising Contract between KCCD, on behalf of Bakersfield College, and at&t Real Yellow Pages. at&t Real Yellow Pages will provide advertising for BC and KCCD in the annual phone book publication. This agreement is for white and yellow page listings for BC and KCCD.	E	\$1,585.20	12/16/10	Amber Chiang	4258	BC/KCCD
Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In the event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.	<b>RENEWAL</b> for the use of live or performed music on any campus or center with the district.	E	\$5,332.48	03/06/08	Kristen Rabe	4615	BC
Agreement shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof thirty (30) days in advance of each anniversary of the Contract Date.	Carrier agrees to render services to customer at the locations, times, prices, frequencies and liability limits.			08/05/04			

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>Either party may terminate this agreement in the event of a material breach by the other party of any material term of this agreement (including non-payment), provided that such notice is required where the breach is non-payment of amounts due. If such breach is cured within the applicable notice period, then this agreement shall continue in full force and effect.</p>	<p>Brinks will provide pick up services for property located at <b>Cerro Coso and Porterville College</b>.</p>	E	\$404/mo per college	10/02/08			CC, PC
<p>Either party may terminate this agreement in the event of a material breach by the other party of any material term of this agreement (including non-payment), provided that such notice is required where the breach is non-payment of amounts due. If such breach is cured within the applicable notice period, then this agreement shall continue in full force and effect.</p>	<p>Brinks will provide pick up services for <b>Porterville College</b>.</p>	E	\$404/mo per college	No board action			PC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.</p>	<p>Agreement between the KCCD, on behalf of Bakersfield College, and California State University Bakersfield (CSUB). CSUB has established an internship program of special training for Master of Science students with emphasis on Counseling, School Counseling or College Student Affairs (EDCS). The program requires facilities and environment where the University students can obtain the learning experience required in the University's curriculum. The District has the setting needed by the program trainees as part of their practical learning experience. This agreement will enhance the CSUB/District relationship; will further student success; and the interns will be able to assist our current students in a variety of activities including assistance with Veteran students and the proposed Veterans Resource Center. This program will also assist faculty in the facilitation of workshops and classes, which may provide greater assistance to our students, as well as offer the potential for the interns to assist in other areas of student services, such as Work with the LCSW in the Health Center to co-facilitate group counseling sessions for our students.</p>	N/A	N/A	05/05/11	Joyce Ester	4204	BC
unknown	<p>Rider to Agreements between the KCCD, on behalf of Bakersfield College, and California State University Bakersfield (CSUB). This Rider to Agreements provides for the mutual indemnification and insurance policies between the parties with respect to any and all uses and activities pursuant to multiple written and unwritten approved collaborative agreements between the parties that, in part, require and/or permit CSUB to provide faculty and/or non-faculty employees of CSUB to enter and work in various areas of the BC campus.</p>	N/A	N/A	08/11/11	Tom Burke	5124	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>The Exhibitor shall have the right to terminate this Agreement by notice to Clark Planetarium in the event of a material breach on the part of Clark Planetarium that is not remedied within 30 days after written notice.</p>	<p>Clark Planetarium Productions agrees to provide Bakersfield College "The Secret of the Cardboard Rocket" video software for exhibition viewing at BC Planetarium. The Perpetual License Agreement includes the video, script, and soundtrack of this specific program. The complete provisions and restrictions regarding the use of software are provided in said agreement. Term is commencing date of signature to indefinite.</p>	E	\$5,900.00	11/02/06	Nick Strobel	4526	BC Planetarium
<p>(a) This agreement will automatically terminate with respect to the License or affected channel(s) upon the earlier of: (1) an FCC Final Order denying any application for approval of this agreement including any extensions of the term thereof; (2) the loss or expiration without renewal of the License, or the surrender of the License pursuant to Section 9(b); (3) an FCC Final Order revoking, terminating or canceling the License; or (4) Nextel's acquisition of the License or some of the Channels. (b) This agreement may be terminated by either party upon material breach of the other party, provided that the breaching party shall be provided with written notice by the non-breaching party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice. (c) Nextel may terminate this agreement pursuant to Section 5(b). Licensee may terminate this agreement pursuant to Section 15(b). <b>(see contract for more information).</b></p>	<p>KCCD owns Instructional Television Fixed Services (ITFS) wireless licenses. These licenses were granted to KCCD by the Federal Communications Commission (FCC) to deliver live or prerecorded video instruction. Under FCC terms, KCCD is allowed to lease a portion of these licenses to a commercial entity for commercial use. The purpose of this agreement is to lease a portion of the KCCD's licenses to Nextel Spectrum Acquisition Corporation for their commercial use in the Kern County area. Compensation to KCCD by Nextel Spectrum Acquisition Corporation is as follows: (a) Up-front payment of \$300,000. (b) Monthly payments of \$3,300. The process for leasing these licenses was competitively bid according to state and federal regulations. The Kern County Superintendent of Schools Office (KCSOS) coordinated the bidding process on behalf of the Kern Educational Telecommunications Consortium (KETC), of which KCCD is a member. (On May 7, 2008, Sprint Nextel Corporation ("Sprint") and Clearwire Corporation ("Clearwire") announced that they will combine their 2.5 GHz band wireless broadband businesses to form a new wireless communications company -- Clearwire.)</p>	N/A	\$696,000.00	12/08/05	Eddie Alvarado	5143	KCCD



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<p>Either CCN or the School may terminate this agreement for a breach of the other's material obligations, upon thirty (30) days advance written notice to each other. However, CCN and School shall both be granted thirty (30) days to cure any material breach after first having received written notice clearly outlining such material breach from the other before termination shall be granted.</p>	<p><b>RENEWAL</b> of agreement between Bakersfield College and College Central Network, Inc. (CCN), a Delaware Corporation for Career Center/Job Placement students and employers in the College's service area. BC became the user of CCN's Career Services Central Online Career Office Management System know as CSC 2006. The Career Services Central ASP Basic Module provides functionality to: collect, enter, and approve job postings, search resumes and make referrals to prospective employers and to generate reports about students, alumni and employers. The original term was August 1, 2006 to August 1, 2007, and was board approved 9/7/06 for one year. The agreement states the term shall continue through July 31, 2009. Approval is being requested for the agreement to continue to July 31, 2009. The total cost to the District is \$1,500 per year.</p>	E	\$4,500.00	07/14/11	Joyce Ester	4204	BC
<p>Agreement may be terminated at least sixty (60) days prior to the next student registration period.</p>	<p>First-time MOU between COS and KCCD. This MOU desires to enhance the educational opportunities for the residents of Porterville and surrounding communities, by offering COS's Associate of Science in Nursing courses at PC using the PC learning equipment and facilities. Each campus will identify an employee who will be responsible to problem solve any unforeseen technical problems. MOU shall continue in effect from the date of execution up to the graduation of the last PC student to declare a Nursing major. The agreement shall automatically renew each semester thereafter, unless either party gives written notice of its intent to terminate the agreement at least sixty days prior to the next student registration period.</p>	N/A	N/A	06/13/02	Valerie Lombardi	2322	PC

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<p>(Section V) Either party may terminate this agreement on 30 days' notice if the other party commits a material breach of this agreement and fails to cure such breach within the 30-day period. Licensor may terminate this agreement immediately if Licensee breaches any provision of Section II of this Agreement. Upon termination of this agreement, licensee immediately shall remove completely all discs from the server and shall destroy both copies of each disc (or, in the case of a disc created from a video, the one disc) and all digital copies of each program in licensee's possession or control, and a principal or officer of Licensee shall certify to Licensor in writing that Licensee has done so.</p>	<p>New agreement between the KCCD, on behalf of Bakersfield College and Porterville College, and Concept Media, a division of Jobson Medical Information LLC. This agreement grants BC and PC licenses to install and provide access to nursing program related educational program videos owned by Concept Media.</p>	<p>E</p>	<p>\$955.50-BC; \$95.50-PC; Total of \$1,911</p>	<p>03/05/09</p>	<p>Cindy Collier</p>	<p>4282</p>	<p>BC, CC</p>

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<p>Termination -- A) if the other party fails to comply with the insurance or indemnification requirements of this agreement, within 45 days after written demand. (B) if School District receives the funding for the Joint Use Facilities but fails to construct them by June 30, 2009. Commencing with the recording of a notice of completion of construction of the Joint Use Facilities and continuing through the initial 50-year term of this agreement, each party shall refrain from terminating and waives its power to terminate this agreement in the event of a material breach on the part of the other party except as expressly permitted in the agreement or upon mutual agreement. In addition to any other termination provisions in this Agreement, either party may terminate this Agreement prior to its expiration as follows: (A) If the other party fails to comply with the insurance or indemnification requirements of this Agreement, within 45 days after written demand. (B) If School District receives the funding for the Joint Use Facilities but fails to construct them by June 30, 2009. Commencing with the recording of a notice of completion of construction of the Joint Use Facilities and continuing through</p>	<p>Joint Development and Use of Facilities Agreement between the Delano Joint Union High School District and KCCD on behalf of Bakersfield College.</p>			05/06/04	Bonnie Suderman	4202	BC

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<p>This Agreement shall terminate at the end of the Term in the event that either Party notifies the other Party per Section 6, Term, that it does not wish to extend the Agreement or at any time that the Parties mutually agree, in writing, to terminate the Agreement. If either Party shall breach the terms and conditions of this Agreement, that Party shall be notified in writing by the other Party and shall have thirty (30) business days after receipt of notice to take action to correct the breach. Failure of the Party in violation to take action to correct the breach within said thirty (30) business days shall result, at the discretion of the other Party, in termination of this Agreement at the expiration of the thirty (30) day period. Termination for (a) commission of felony, fraud, or other such illegal acts; (b) attempted assignment of this Agreement without prior written consent of the other Party; or (c) bankruptcy or execution of a general assignment for the benefit of creditors or appointment of a receiver or trustee to take possession of the other Party's assets shall be effective immediately upon notice thereof. To the extent that the provisions of this Agreement pertain to confidentiality, trade secrets,</p>	<p>Technology Service Provider Agreement between EPOS Corporation and KCCD. <b>AMENDMENT</b> between KCCD and EPOS Corporation. This amendment adds additional technology services, which includes face-to-face point of sale payment transactions with credit card via SCT Banner and client/customer level web based reporting showing detail on card activity.</p>	N/A	N/A	7/15/05 & 8/3/2006			KCCD

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>In the event of a material breach of this Agreement by either Party that is not cured within thirty (30) days after written notice, in accordance with the terms of this Agreement with said notice describing the nature of the breach, the non-breaching Party may terminate this Agreement. In the event of a breach of Section 3 or Section 12 hereof, KCCD or EthicsPoint, as the case may be, may terminate the Services upon ten (10) days' written notice to the breaching Party. Either Party may immediately terminate this Agreement in the event that: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors, (b) the other Party admits in writing the inability to pay debts as they mature, (c) a trustee or receiver is appointed by any court with respect to the other Party or any substantial part of the other Party's asset, or (d) an action is taken by or against the other Party under any bankruptcy or insolvency laws or laws relating to the relief of debtors..</p>	<p>New Agreement between KCCD and EthicsPoint, Inc. EthicsPoint will provide services to implement a fraud, abuse and waste reporting system.</p>	<p>E</p>	<p>\$3,600.00</p>	<p>07/10/08</p>	<p>Sean James</p>	<p>5165</p>	<p>KCCD</p>

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<p>This agreement may be terminated by the ETUDES Project at any time upon thirty (30) days written notice to Consortium Member. Financial obligations to the ETUDES Project will be settled on a pro-rated basis with any excess prepayment returned to Consortium Member.</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b> with Foothill College, ETUDES Consortium. This membership with the ETUDES ALLIANCE allows uninterrupted use of ETUDES-NG, a course management system (CMS) utilized by a significant number of BC's Online classes, for 2007-08. ETUDES Project will automatically renew the annual term the month prior to the end of the term - unless the Client institution indicates a change in writing prior to this date.</p> <p><b>AMENDMENT</b> - Original text: Checks will be made payable to "Foothill College" and sent to the Administrator Vivie Sinou. Changed Text: Checks will be made payable to "Etudes Inc." and sent to the Vivie Sinou.</p>	E	\$32,500.00	06/12/08	Bonnie Suderman	4202	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>Either party may, in addition to other relief, terminate this Agreement or any license granted hereunder if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination of this Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations to safeguard and respect Confidential &amp; Proprietary Information under Section 8 ("Confidential &amp; Proprietary Information"), rights or obligations under Section 9 ("Warranties"), or Section 10 ("Limitation of remedies &amp; Liabilities").</p>	<p><b>Software license agreement</b> between KCCD and Evisions. KCCD is licensing Evision's enterprise FormFusion and IntelleCheck modules which will more securely integrate with Banner to create drastically improved graphical layout and design for documents such as checks, purchase orders, student bills, 1098Ts and W-2's.</p>	E	\$47,082.75	07/12/07	David Palinsky	5170	KCCD

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<p>This Agreement may be terminated earlier on account of either party's default which remains uncorrected after following the procedures set forth in Section 8 ("Default"). Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights") and prior Software License Agreements.</p>	<p><b>Software maintenance upgrades and support agreement</b> between KCCD and Evisions. KCCD is licensing Evision's enterprise FormFusion and IntelleCheck modules which will more securely integrate with Banner to create drastically improved graphical layout and design for documents such as checks, purchase orders, student bills, 1098Ts and W-2's. This agreement covers annual upgrade and support for these products.</p>	E	\$52,386.00	07/14/11	David Palinsky / Sean James	5170 / 5165	KCCD
unknown	<p>Agreement between KCCD and the George Washington University (W) for utilization of software (referred to as the GW Abolishes PIDM Problems (GWapp) for solving internal duplications created in the Banner administrative software system. The software license is free, non-exclusive and non-transferable. A multiple PIDM (Person Identification Master) is a single entity (person or non-person) assigned two or more internal identification records in Banner. The duplication of records is caused by data entered in Banner by various user offices at various stages without accurate matching searches. The software will serve as a new process for identifying and resolving multiple PIDMS.</p>	E	\$0.00	07/10/08	David Palinsky	5170	KCCD



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<p>Harbor Payments may, at any time after the later of (X) the five-year anniversary of this Agreement, or (Y) such time as Harbor Payments no longer has a similar product to the User Software and has ceased providing similar maintenance for any of its other customers (such later period, the "Required Period"), discontinue Maintenance and support for the User Software provided: (a) Harbor and support for the User Software provided: (a) Harbor Payments gives Customer at least one hundred twenty (120) days advance written notice of such discontinuation. In the event Harbor Payments fails to provide Maintenance (and Customer is willing to pay for such Maintenance) for the required Period, Harbor Payments shall refund the License Fee and any implementation fees to Customer. <u>It is expressly understood and agreed, however, that the Required Period shall terminate earlier if Customer elects not to pay for Maintenance at any time during the Required Period. Harbor Payments may terminate this Agreement without refund if: (a) the License is terminated due to Customer's material breach of any provision thereof, or (b)</u></p>	<p><b>RENEWAL</b> software maintenance agreement between KCCD and Harbor Payments Corporation for E-Center. The maintenance fee for the maintenance term beginning July 1, 2006 and ending on June 30, 2007 is \$2894 and will increase by no more than 5% each subsequent year of the agreement. KCCD uses the E-Center software for printing forms such as checks and PO's. This is a standard software maintenance agreement that provides for technical support and software upgrades during the term of the agreement.</p>	E	\$16,485.48	06/08/06	David Palinsky	5170	KCCD

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<p>Early Termination -- Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not the in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such</p>	<p>Maintenance service agreement between KCCD and IKON Office Solutions, Inc. This maintenance service agreement provides support for HP LaserJet printers in use at the <b>District Office</b>.</p>	E	\$5,775.00	08/08/08	David Palinsky	5170	KCCD

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<p>Early Termination -- Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not the in default and provides IKON at least thirty (30) days prior written notice. For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such</p>	<p>Contract for production copiers and related equipment, maintenance and supplies for KCCD, on behalf of <b>Bakersfield College, Cerro Coso Community College</b> and <b>Porterville College</b>, RFP #B09004, as recommended in the Business Services Report. The bids have been tabulated, reviewed, and recommendations made. KCCD wishes to establish a master copier agreement from a single vendor for the procurement and ongoing support of production copier equipment at all District locations. The agreement would include a purchase along with a per click price to cover ongoing maintenance and support, including service, replacement parts and all consumable products aside from paper and staples. This agreement would cover the large campus print shop copiers and the large mail room copier at the District Office. District will also have the option to lease copiers should it deem necessary.</p>	E	\$862,084.00	08/13/09	Stephen Kegley	4492	BC, CC, PC
<p>This MOU is effective on the date of the last agency signature and has no expiration date. Amendments will be made as deemed necessary and must be put in writing and agreed to by the signing parties.</p>	<p>Cerro Coso Community College purchase a Rainbird/Maxicom irrigation system. IWV Water District agrees to pay for parts and labor for installation of the system not to exceed \$26,80.00 A proposal has been given by Kern Turf Supply IWV Water District will pay Kern Turf directly.</p>	N/A	\$26,800.00	11/02/06	John Daly	6369	CC

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<p>LNS retains the unqualified and irrevocable right to terminate this Agreement at any time without cause, upon verbal, written or electronically transmitted notice to BC. Use of the show for any purpose outside the scope of this License without first obtaining our express written permission shall be a breach of this License. In such event, or if BC fails in any of your obligations under this Agreement, this License shall automatically terminate, and BC shall promptly return all show materials. If the termination is due to a breach, LNS shall be entitled to all proceeds of any kind received by BC for such unauthorized use.</p>	<p>Performance License Agreement with Loch Ness Productions, regarding a collection of copyrighted audio, visual, and textual materials titled "Season of Light" program for the BC Planetarium. Loch Ness Productions agrees to provide BC "Season of Light" video software for exhibition viewing at BC Planetarium. The Performance License Agreement includes the audio, visual, and textual materials of this specific program. The complete provisions and restrictions regarding the use of software are provided in said agreement.</p>	E	\$895 license cost; \$1024 movie file; \$7 shipping = \$1,926	12/07/06	Dan O'Connor	4231	BC
unknown	<p>Legal services agreement between the KCCD and the law firm of Lozano Smith, a professional corporation. Lozano Smith will provide legal services as reasonably required to represent the District in such matters, and take reasonable steps to keep the District informed of significant developments and respond to District's inquiries regarding such matters.</p>	E	\$100.00 per hr. up to \$275.00 per hr.	07/09/09	Tom Burke	5124	KCCD

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<p>This agreement shall be terminable at any time by MBS by delivering written notice of termination to the store; such termination notice shall be effective thirty (30) days after delivery thereof. (9.1) The Store shall have the right to terminate this agreement before conclusion of the trial period (as hereinafter defined), in which case, Paragraph 9.3 shall not apply. The trial period shall mean the period commencing on the activation date and ending forty five (45) days) thereafter. (9.2) This agreement may be terminated by MBS (a) as set forth in paragraph 1.3, (b) if the store fails to pay any fees due hereunder if payment is not made within five (5) days following receipt by the Store of notification by MBS of such payment default, and (c) if the store materially breaches any provision of this agreement if such breach is not corrected or removed within a period of thirty (30) days following notification of such breach. In addition, this agreement shall terminate immediately upon the store's breach of paragraphs 1.1, 1.2, 1.4 or 3. In the event of any of the foregoing events, MBS may at its sole option, elect to terminate this agreement and recover damages, costs,</p>	<p>Agreement between KCCD and MBS Systems for the purchase of the MBS InSite Web Commerce product. This product will allow the District-wide bookstores to make online sales; faculty to place textbook adoptions online and access an extensive database of textbook and related services. BC will initially be implementing the faculty adoption portion of this program, as they wait for MBS to complete changes to make the online bookstore product 508 compliant for our online booklist.</p>	<p>E</p>	<p>\$13,550 one-time license fee plus \$4,450 annual support fee for a total of \$35,800.</p>	<p>07/12/07</p>	<p>Jennifer Caughron</p>	<p>4502</p>	<p>KCCD</p>

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<p>This agreement may be terminated at any time upon mutual agreement of the parties. If federal funding of the MAA program is discontinued, Client is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.</p>	<p>Agreement between KCCD, on behalf of <b>Porterville College</b>, and Medical Billing Technologies (MBT) to provide technical assistance and consultant services under the Medi-Cal Administrative Activities (MAA) claiming process. This is a program that will generate unrestricted income for PC. The MAA program is designed to pay for services that are related to Medi-Cal. It allows employees to invoice for MAA activities that we are performing on our campus (i.e.: health fairs informing students about Medi-Cal benefits, directing services to state agencies, etc.). We are currently performing these tasks on a daily basis in regards to Medi-Cal service for our students. Invoices would be prepared and submitted to the Kern County Superintendent of Schools (KCSOS) for preparation to submit to the state for reimbursement. Anticipate a quarterly income of approximately \$25,000 based on size and number of eligible students and activities.</p>	R, E	R=\$100,000; E=4.5%	06/11/09	Donna Berry	2374	PC
<p>This agreement may be terminated at any time upon mutual agreement of the parties. If federal funding of the MAA program is discontinued, Client is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.</p>	<p>Agreement between KCCD, on behalf of <b>Bakersfield College</b>, and Medical Billing Technologies (MBT). MBT provides technical assistance and consulting services under the Medi-Cal Administrative Activities (MAA) claiming process. This program will generate unrestricted income for BC. The MAA program is designed to pay for services that are related to Medi-Cal, allowing employees to invoice for MAA activities that are performed daily on campus (i.e., health fairs, communication efforts to students about the Medi-Cal benefits, directing services to state agencies, etc.). Invoices are submitted to the Kern County Superintendent of Schools for preparation and submittal to the state for reimbursement. Anticipated quarterly income is approximately \$40,000 based on size and number of eligible students and activities.</p>	R, E	R=\$160,000; Est.=\$3,000 NTE	06/11/09	Joyce Ester	4204	BC

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<p>Except as expressly provided in this agreement, a party may terminate this agreement prior to its expiration only as follows: (A) by the mutual written consent of all parties; (B) upon the failure of any party to provide funding as required by this agreement; (C) in addition, Community College District (KCCD) may terminate this agreement upon the failure by School District (MUSD), and/or County Board of Education to proceed in a diligent manner with construction of the Joint Library Facility after receipt of payment by Community College District as provided for in this agreement. Upon such failure, and at the request of Community College District, School District, and/or County Board of Education shall return any unspent or irrevocably committed funds to Community College District up to the total amount provided for in this agreement. Commencing with the recording of a notice of completion of construction of the Joint Use library Facility and continuing through the initial 99-99year term of this agreement, except as expressly permitted in this agreement, each party shall refrain from terminating and waives its power to terminate this agreement in the event of a material breach by another party.</p>	<p><b>ADDENDUM</b> to the Joint Development and Use of Facilities Agreement between the KCCD, on behalf of Cerro Coso Community College, the Mono County Library Authority, the Mono County Superintendent of schools, the Mono County Board of Education, and the Mammoth Unified School District. Upon completion of the Library Facility in Mammoth, California, it was discovered that the College's dedicated use space came in under 1000 square feet which was required per the terms of the agreement. To resolve this issue, KCCD recommends assignment of additional space, a shelving area dedicated to the college operation near and around the college's dedicated room.</p>	N/A	N/A	06/12/08	Tom Burke	5124	CC, Mono Co Library Authority, Mono Co Supt of Sch, Mono Co Bd of Educ, and Mamm Uni Sch Distr
<p>Shall automatically renew for additional, successive 1 terms, unless either party provides written notice of its intent not to renew this agreement at least thirty (30) days, not more than ninety (90) days, prior to the end of the initial term or any renewal term.</p>	<p>Agreement between KCCD and Pacific Telemanagement Services (PTS). PTS will provide pay phone service at Bakersfield College. The service consists of 3 pay phones and provides commission (income) to KCCD of 25% per phone per month for 3 phones on monthly revenue above \$100.</p>	R	3 pay phones; commission 25% per phone per mo for 3 phones; Revenue above \$100.	04/03/08	Eddie Alvarado/ David Palinsky	5137 or 5170	KCCD

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>The term of this Agreement will commence on the effective date and will expire twelve months after the effective date, unless terminated earlier as provided in this agreement. Following the initial term, this agreement will automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as requiring either party to renew or extend this agreement. Termination--either party may terminate this agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this agreement, or with cause of any kind, Pearson VUE may immediately terminate this agreement. Termination will be in addition to any other remedies either party may have. (b) Subject to any right of set off or other remedy, termination will not affect: (i) payment for services furnished prior to termination; (ii) company's and Pearson VUE's compliance with this agreement for services actually furnished; or (iii) payment/reimbursement from company to Pearson VUE for any candidate testing fees collected or vouchers purchased by company from Pearson VUE.</p>	<p>General testing contract between KCCD on behalf of Bakersfield College and Pearson VUE. <b>(See Amendment below)</b></p>	<p>N/A</p>	<p>N/A</p>	<p>12/07/06</p>	<p>Sue Vaughn</p>	<p>4049</p>	<p>BC</p>



Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>The term of this Agreement will commence on the effective date and will expire twelve months after the effective date, unless terminated earlier as provided in this agreement. Following the initial term, this agreement will automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this agreement. Nothing in this agreement shall be interpreted as requiring either party to renew or extend this agreement. Termination--either party may terminate this agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this agreement, or with cause of any kind, Pearson VUE may immediately terminate this agreement. Termination will be in addition to any other remedies either party may have. (b) Subject to any right of set off or other remedy, termination will not affect: (i) payment for services furnished prior to termination; (ii) company's and Pearson VUE's compliance with this agreement for services actually furnished; or (iii) payment/reimbursement from company to Pearson VUE for any candidate testing fees collected or vouchers purchased by company from Pearson VUE.</p>	<p><b>Amendment</b> to the Pearson VUE Authorized Center Agreement between the KCCD on behalf of Bakersfield College, and Pearson VUE. This amendment adds two Logitech Quickcam Pro 9000 PC cameras (enhanced equipment) mandated by Pearson VUE. The addition of these cameras will enhance the integrity of the testing process by providing a picture of the examinee for protection of their identity when taking a Pearson VUE test.</p>	E	\$200.00	04/08/10	Sue Vaughn	4049	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>Either party may terminate this agreement, for any reason, with at least 30 days written notice to the other party. OTHER TERMS AND CONDITIONS: (a) Discount -- The annual Service fee will be reduced to \$18,000 if customer returns an executed copy of this agreement to PeopleAdmin on or before January 15, 2007. (b) Renewal Pricing. The annual Service Fee for the first two Renewal Terms (years 2 and 3) will not increase more than 5% from the previous term assuming the same set of features described i this agreement. If PeopleAdmin offers additional features, customer has the option, but is not required, to contract for those new features at a mutually agreed upon price.</p>	<p>Service agreement between KCCD and PeopleAdmin. PeopleAdmin offers software on a fully hosted basis to assist in automating the acceptance and processing of employment applications. This software would be utilized by the District to facilitate the centralization of the recruiting process. The acquisition of this software was discussed with and reviewed by the District's IT Department to ensure its compatibility with the District's Banner System. There would be an annual renewal fee of \$7,000.</p>	E	\$25,000.00	02/01/07	Lisa Couch (Ken Robinson)	6288	KCCD
unknown	<p>Agreement between Cerro Coso Community College, Eastern Sierra College Center-Bishop, on behalf of KCCD and Pestmaster Services to perform pest removal services for the Bishop campus. Service to include exterior treatment and interior inspection. This agreement is for the initial period of 12 months and shall continue on a regular basis until cancelled in writing.</p>	E	\$1,340.00	06/10/04	Deanna Campbell	5301	CC
<p>After that, this NGSA will continue on a month to month basis unless terminated by customer upon thirty (30) days' prior written notice to PG&amp;E, or unless terminated by PG&amp;E upon the approval of or an order by the CPUC.</p>	<p>Natural Gas Service Agreement (NGSA) between Pacific Gas and Electric Company (PG&amp;E) and KCCD. Customer agrees to pay for, and PG&amp;E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&amp;E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).</p>	E			Tom Burke (Ronna Benning)	5124	KCCD

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>Pitney Bowes may terminate services at Pitney Bowes' discretion, with notice to you. If the equipment covered by this agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 11.0. In the event of such a revision, you will receive a prorata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. (see agreement for more information).</p>	<p><b>RENEWAL</b> of a Term Rental Agreement between KCCD and Pitney Bowes, Inc. The agreement provides for the rental and maintenance of the Postage-by-Phone machine that is used for the processing of Financial Aid checks and Student Bills for the three colleges.</p>	E	\$11,160.00	12/06/08	David Palinsky	5170	KCCD

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>This agreement will terminate prior to its expiration date upon the occurrence of any of the following events: (1) At PBI's option, if (i) the equipment is moved to a different location, or (ii) modifications or additions not authorized by PBI are made to the equipment; (2) If any proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction is filed by or against customer or PBI; or (3) If either party defaults in the performance of any of its obligations under this agreement, provided (i) the non-defaulting party gives the defaulting party a written default notice which shall specify the default, the action necessary to cure the default and the cure period within which the defaulting party must cure the default, which cure period shall not be less than ten (10) days for a payment default, and twenty (20) days for a non-payment default, and (ii) the defaulting party does not cure the default to the reasonable satisfaction of the non-defaulting party within the applicable cure period. Termination of this agreement for any reason shall not relieve either party of the obligation to pay any amounts due, or to give any credit due, for services</p>	<p><b>RENEWAL</b> of a Hardware service Agreement between KCCD and Pitney Bowes, Inc. The agreement provides for the maintenance of the Folder/Sealer machine that is used for the processing of Tax Forms, Financial Aid checks and Student Bills for the three colleges.</p>	E	\$980.00	02/05/09	Eddie Alvarado	5137	KCCD
<p>The Maintenance Agreement shall become effective upon acceptance by Harland Technology Services. It shall remain in effect for the period stated and be automatically extended for successive periods of one year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days' written notice. If terminated, Harland Technology Services will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.</p>	<p><b>RENEWAL</b> Maintenance Service Agreement between KCCD, on behalf of Cerro Coso Community College, and Harland Technology Services. Harland Technology Services will provide Maintenance Service to the 8882.01 scanner, located in the print shop.</p>	E	\$211.00	09/04/08	Gale Lebsock	6215	CC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>If District terminates this agreement, it shall pay SLS in full for all fees and costs accrued to the time of termination. SLS and District each agree to sign any documents necessary to complete SLS's discharge or withdrawal.</p>	<p>Agreement for Legal Services between KCCD and Schools Legal Service. The KCCD has an ongoing legal contract with Schools Legal Service to be used on an as needed basis. Schools Legal Service provides contract counsel for matters related to business, contracts and construction.</p>	E	\$194/hr	07/14/11	Tom Burke	5124	KCCD
<p>Shall remain in effect as long as the KCCD remains partner district of the Consortium. If and when Intelcom, acting with the approval of the Executive Committee of the Consortium, modifies and/or amends the fees and Payment Schedule and/or any other terms and conditions of the Policy, and the contracts in which the Policies embodied, each Partner District under contract shall have the right to terminate the agreement then in effect by giving notice of termination in writing to Intelcom not later than thirty (30) days after the effective date of any such modification and/or amendment. Unless terminated as provided above, the Policy and the attached agreement in which the Policy is incorporated shall remain in full force and effect as modified and/or amended. Upon termination by timely notice in writing to Intelcom as provided above, the Partner District's right to use the licensed instructional materials shall also terminate, and the licensed instructional materials in the possession, custody or control of the terminating Partner District will be erased or otherwise destroyed. Upon request by Intelcom, the terminating partner district shall certify in writing the complete</p>	<p>Agreement between the KCCD, on behalf of Bakersfield College, and the Southern California Consortium for Community College Television.</p>	E	\$9,490.92	04/02/09	Bonnie Suderman	4610	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs, incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by Edison for that portion of the Added facilities not installed.</p>	<p>Facilities Agreement between the KCCCD, on behalf of Cerro Coso Community College, and Southern California Edison Company (SCE). SCE installed added electric facilities on CCCC property thereby allowing the campus to operate under one electric meter and be served by the solar field. This agreement reallocates the cost of the existing facilities as added facilities with an investment basis of \$59,500. This amount is based on Reconstruction Cost of New, Less depreciation (RCNLD). Monthly charge of \$868.70 is 1.46% of investment basis and includes replacement coverage.</p>	E	\$868.70 per month	08/08/08	Gale Lebsock	6215	CC
<p>If Exhibitor materially defaults in any of its obligations hereunder and such default is not cured by Exhibitor within thirty (30) days of Exhibitor having received written notice from Spitz with respect to such default or Exhibitor is adjudicated bankrupt or becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed to manage its affairs, Spitz shall have the right, at its option, to treat such default as a material breach hereof by Exhibitor and may terminate this Agreement by notice to Exhibitor at any time. Upon termination of this Agreement, howsoever caused, (i) any remaining portions of the License Fee not yet paid hereunder shall immediately become due and payable by Exhibitor to Spitz; and (ii) Exhibitor shall immediately cease presentation of the Program.</p>	<p>Agreement between the KCCCD, on behalf of Bakersfield College and SPITZ, Inc. This is a license agreement to show a video program entitled "Ice Worlds" at the BC Planetarium. Spitz is the distributor of the program.</p>	E	\$5,000.00	12/17/09	Dan O'Connor	4231/4401	BC

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Stafford's Pest Control will immediately cancel this agreement except that if such transfer of control occurs within four (4) months from the date of the agreement. I/we agree to pay Stafford's Pest Control in full for the first four (4) months service at the rate established herein. In the event of suite to enforce this agreement, customer shall pay to Stafford's Pest Control, its fees and/or cost incurred in such suite. You are entitled to cancel this monthly service agreement before the third working day after the date of this agreement.</p>	<p>Service Agreement between the KCCD, on behalf of Cerro Coso Community College, IWV Campus, and Stafford's Pest Control.</p>	E	\$5,724.00	10/01/09	John Daly	6369	CC
	<p>Contribution License Agreement between the KCCD and SunGard Higher Education Inc (SGHE). This Contribution Agreement provides for SGHE to license from the District certain rights in intellectual property ("contributed material) for purposes of SGHE's utilization of such contributed material into SGHE software, and additional SGHE created derivative works based thereon. The contributed material to be licensed under the agreement includes software objects (both executable and source), and related documentation, including SQL queries for the Operational Data Store reports created by the District that support the California Community College regulatory reports such as the 311, 210, and various MIS reports, as well as the SQL code for the Modified Operational Data Store Views created by the District. This license is being granted on a non-exclusive, worldwide, royalty-free, perpetual, non-revocable basis without obligation of accounting by SGHE to District.</p>	N/A	N/A	04/14/11	Sean James	5165	KCCD

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date	Campus Contact Name	Campus Contact Phone/ Ext	Campus
<p>This agreement shall automatically renew each year for an additional one (1) year period after the original term, unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the anniversary date.</p>	<p>The Delano Science and Technology program is located in one of the new buildings being built at 1450 Timmons Avenue, Delano. This contract is for the monitoring of the fire alarm system for the building. This is a 24-hour, 7-day per week monitoring service as is required by our insurance carrier.</p>	E	\$382.00	12/02/05		2068	Delano Ctr Lab Bldg
<p>This agreement shall become effective upon execution by both USBCS and Customer, and the term shall continue until the expiration or termination of (a) this agreement; and/or (b) USBCS' Purchasing Card Agreement with customer; and/or © USBCS' FirstView License Agreement with customer. Upon the termination for any reason (or for no reason) or the expiration of this agreement, customer agrees to immediately return all copies of the System, and all other confidential and/or proprietary materials of USBCS and/or Adobe then in customer's possession, and to delete the software from all of its computer systems and/or storage devices.</p>	<p>Communications System License Agreement between U.S. Bancorp Card Services, Inc. and KCCD. USBCS grants to customer a license to use the System, which license is non-exclusive, nontransferable, terminable and limited. Customer agrees to use the System only in the US, only during the time of this agreement, only according to manuals, guidelines, policies and instructions provided by USBCS from time to time (which, when issued to Customer, becomes part of this agreement), and only so long as Customer's Purchasing Card Agreement and FirstView License Agreement are in effect. This Agreement is not and shall not be construed to be, a license for either party to use the name of the other party, or any of the logos, trademarks, trade names or service marks of the other party. The license to use the Acrobat Reader by Adobe is set forth on the CD ROM disk as part of the System, and is between Adobe and Customer; Customer agrees to use Acrobat Reader only if Customer agrees to the terms of such license. The System shall be used by Customer only in connection with Customer's own U.S. Bank Visa Purchasing Card Program (the "Purchasing Card Program").</p>		unknown	unknown	Tom Burke (Ronna Benning)	5124	KCCD



Email Notice of Expiration Sent to Department	Notes	
	updated 9/27/11	
	updated 9/16/10	

Email Notice of Expiration Sent to Department	Notes	
	entered 7/25/10	

Email Notice of Expiration Sent to Department	Notes	
	updated 1/11/11	
8/4/2011 - email to S.Kegley; needs a 5-year contract	Deposit Pick-up - Bookstore & BC Bus Off	(FORMERLY GARDA CL WEST, INC.)

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
	entered 5/20/11	
	entered 9/8/11	

Email Notice of Expiration Sent to Department	Notes	
12/14/2009	perpetual - no end date	

Email Notice of Expiration Sent to Department	Notes	
	entered 7/27/11	

Email Notice of Expiration Sent to Department	Notes	



Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
8/19/2009		Expiration date per D. Palinsky

Email Notice of Expiration Sent to Department	Notes	
	entered 7/27/11	
	perpetual - no end date.	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	



Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
3/20/2010		

entered  
9/6/11

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
	updated 4/12/10	

Email Notice of Expiration Sent to Department	Notes	
2/1/2010	Response: YES - Contract will be renewed.	



Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
	entered 7/22/11	

Email Notice of Expiration Sent to Department	Notes	

Email Notice of Expiration Sent to Department	Notes	
3/30/2010		

entered  
5/4/11

Email Notice of Expiration Sent to Department	Notes	







## **"ON-GOING" CONTRACTS/AGREEMENTS**

Kern County Department of Public Health  
AB DICK/IPS  
AAA Security, Inc.  
ACT, Inc.  
ADT Security Services, Inc.  
at&t  
American Society of Composers  
AT Systems West, Inc.  
Brinks  
Brinks  
California State University, Bakersfield  
California State University, Bakersfield  
Clark Planetarium Productions  
Nextel Spectrum Acquisition Corporation ("Sprint Nextel")  
College Central Network  
College of the Sequoias P.C.  
Concept Media, a division of Jobson Medical Information, LLC.  
Delano Joint Union High School District Joint Facility Use Agrmt Lecture Center & Gymnasium  
EPOS Corporation  
EthicsPoint, Inc. Services Agreement  
Foothill College ETUDES-NG  
Evisions, Inc.  
Evisions, Inc.  
George Washington University  
Harbor Payments Corporation  
IKON Office Solutions, Inc.  
IKON Office Solutions, Inc.  
Indian Wells Valley (IWW) Water District  
Loch Ness Productions  
Lozano Smith  
MBS Systems  
Medical Billing Technologies, Inc.  
Medical Billing Technologies, Inc.  
Mono County Board of E.D. Joint Use Agreement - CC.  
Pacific Telemanagement Services  
Pearson VUE  
Pearson VUE  
PeopleAdmin  
Pest Master Services  
PG&E  
Pitney Bowes  
Pitney Bowes, Inc.  
Harland Technology Services  
Schools Legal Service  
Southern California Consortium for Community College Television -- "INTELECOM" -- Intelligent Telecommunicator  
Southern California Edison Company  
Spitz, Inc.  
Staffords Pest Control  
SunGard Higher Education Inc  
TRI-SIGNAL  
U.S. Bank Communications System License Agreement Purchasing Card





**EXPIRED AGREEMENTS/CONTRACTS/GRANTS**

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
54	Accuvant	ACCUVA		Agreement - Wireless Services Proposal - Project # LAX-OP14267		Accuvant	GU001	06/01/07	06/30/07	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
79	Accuvant Inc	ACCUVA	Ed Wittman	Service Order		Accuvant Inc	GU001	03/01/11	06/30/11	March 01, 2011 to June 30, 2011
63	Advertising Contracts	CLECHA1		- Advertising		Clear Channel Radio	GU001	10/01/08	12/30/08	unknown
59	Advertising Contracts		Joe Viner	- Advertising		E & W Theatres, Inc.	GU001	Jan 2008	May 2008	unknown
65	Advertising Contracts	HOBSON		- Advertising		Hobsons Domestic Enrollment Solutions	GU001		2008	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
75	Advertising Contracts		Lindsay Houston	-advertising - Addendum		Interspace Airport Advertising		11/15/05	11/15/10	This Agreement shall be fully valid upon signing regardless of the payment status of Advertiser. The Initial Term of this Agreement and Commencement Date of the Initial Terms are stated on the front side of this Agreement. <b>This Agreement shall automatically renew for consecutive calendar quarters beyond the initial term (Renewal Terms).</b> This Agreement may only be terminated (by any party) with 90 days prior written notice effective the last day of the Initial Term or, thereafter, effective the last day of any calendar quarter (i.e. 3-31, 6-30, 9-30, 12-31) except as otherwise provided. All Renewal Terms under this Agreement shall with notice be subject to changes to the Monthly Fee by IAA. <b>(90-day written notice to terminate the service effective November 15, 2010 was submitted on July 14, 2010.)</b>
64	Advertising Contracts	PHOTRE		- Annual Maintenance		PhoneTree	GU001	07/01/08	06/30/09	
60	Advertising Contracts	PHODIR		- Advertising MAM08		Phone Directors Company (PDC)	GU001	11/08/08	11/09/09	unknown
61	Advertising Contracts	PHODIR		- Advertising MAM07		Phone Directors Company (PDC)	GU001	01/01/08	12/31/09	unknown
69	Advertising Contracts	DIRADV1		- Advertising		SmartLite	GU001	08/01/08	07/31/09	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
65	AERC Recycling		Daniel E. Kirkland	- Surplus Equipment and Covered Electronic Waste and Other E-Waste Transfer Agreement		AERC Recycling Solutions	GU001	07/01/09	07/01/10	The proposed services and price schedule of this proposal are valid through 7/1/09 ending 7/1/10 and when proposal is fully executed and signed by both parties.
90	AF Consultants	AFCON		Contract for Professional Services		AF Consultants	GU001		08/15/10	Work to be completed and the final results presented to the District according to said proposal and prior to August 15, 2010.
75	American Express		Frank Ortega			American Express		06/01/04	06/01/09	This Agreement, and the obligations imposed hereunder, shall continue in effect for a period of five (5) years from the date it becomes effective.
81	Attachmate	ATTACH		Agreement - Professional Services		Attachmate	GU001	3 days in June 2008		unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
112	Bachtelle and Associates		Gary D. Terrell	Proposal		Bachtelle and Associates	GU001	02/17/10	05/14/10	
113	Bachtelle and Associates	BBAC	Brad Bachtelle	Proposal		Bachtelle and Associates	GU001- General unrestricted	02/28/11	05/31/11	Term: February 28, 2011 - May 31, 2011



No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
84	BAKER - William Baker Jr, M.D.	@0041119 3	William F. Baker	Agreement - Amendment to Independent Contractor Agmt		William Baker Jr, M.D.	RP510	07/01/09	<del>6/30/2011</del> 5/31/10	The term of this Agreement is for July 1, 2009, through June 30, 2011, and on the agreement of the parties, this Agreement may thereafter be renewed for successive one-month periods, unless sooner terminated as set forth herein. <b>(A 90 day notice of termination was given effective March 1, 2010. Agreement will be active until May 31, 2010).</b>

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
92	Bakersfield City School District - MSR-MSEP		Michael D. Lingo	Agreement - Letter of Understanding		Middle School Readiness Math and Science Enrichment Program - MSR-MSEP	RP221-215DN1-601000-BTL001	07/12/09	07/17/09	the term of this agreement will begin on July 12, 2009 and end on July 17, 2009.
102	Blare Media		Blake Barnett 559-434-1226 ext. 7	Agreement - Statement of Work		Blare Media	RP611	One day shoot & 20 hrs of digital editing		unknown
102	Bowker Kyle	@00362288	Kyle Bowker	Agreement - MOU		Kyle Bowker	GU001	03/01/08	09/01/08	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
106	Calif Compl School Environ Trning Cntr		Mr. Sean McFarlane Jiffy Lube International, 2930 Bowers Ave., Santa Clara CA 95051	Agreement		California Compliance School Environmental Training Center	CE035	08/06/08	12/31/08	The term of this Agreement begins when signed by both parties and extends through December 31, 2008 unless the parties agree in writing to extend the term.
107	Calif Compl School Environ Trning Cntr		Jeffrey R. Baldwin, San Diego House of Motorcycles, San Diego, CA	Agreement		California Compliance School Environmental Training Center	CE035		12/31/08	The term of this Agreement begins when signed by both parties and extends through the December 31, 2008.
111	California Endowment		Larry Gonzales 559- 444-1799 or Elizabeth Tabita (800) 449-4149, Ext. 8751	Grant - Modification Letter 20071365		California Endowment	RP650	10/01/07	09/30/10	The terms of this agreement begins August 20, 2009, and terminates August 20, 2010. The term of this contractual agreement is contingent upon funding. <b>The modified closing date for this grant is September 30, 2010.</b> A final progress report with all concluding budget information is due on October 31, 2010.
129	Carney's	CARNEY		Agreement - Rental Agreement # C11281-01		Carney's Business Technology Center	GU001	08/05/08		This agreement is for a minimum of 12 months from the date of this agreement.
119	Carreon & Associates	JESCAR	Jess Carreon	Agreement - Special Services		Carreon and Associates	GU001 & RP	08/01/07	01/15/08	Term is from August 1, 2007 to January 15, 2008.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
131	Caves & Associates	CAVES	Kenneth Caves	Agreement - Special Services		Caves and Associates	GU001	09/01/07	06/30/08	unknown
135	CCCCO	N/A	Stephanie Low	Grant	Other	Baccalaureate Partnership Program, Planning Grant		02/01/07	01/31/08	
139	Certegy	CERCHE		Agreement - Certegy Welcome Check Warranty Agreement		Certegy		8/2003		unknown
140	Certegy	CERCHE		Agreement - Certegy Welcome Check Warranty Agreement		Certegy		4/2007		unknown
141	Certegy	CERCHE		Agreement - Certegy Welcome Check Warranty Agreement Addendum		Certegy		4/2007		unknown
142	Certegy	CERCHE		Agreement - Service Agreement		Certegy	GU001	4/2007	05/31/08	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
167	Certegy	CERCHE	Sylvia Renteria 1-800-251-1068	Agreement - Collection Services #1058714202		Certegy	GU001			The initial term of this Agreement will begin on the Effective Date shown on Exhibit B and continue for the number of calendar months indicated as Initial Term in Exhibit B (unless terminated earlier as provided in this Agreement). Subsequently, the <b>Agreement will automatically renew for successive periods</b> , the length of which are shown as renewal Term on Exhibit B.
222	Coast Community College District		Nicki Salcedo 800-547-4748	Agreement - Short term lease		Coast Learning Systems	GU001-211DL0-5890-601000-BIL002	04/01/07	4/01/12	Term: 5 years commencing on effective date of agreement
223	Coast Community College District		C.M. Brahmbhatt	Agreement - Supplement to Master Telecourse License Agreement		Coast Learning Systems	GU001-211DL0-5890-601000-BIL002	01/21/08	05/16/08	Term of License: January 21, 2008 - May 16, 2008
224	Coast Community College District		Emity Reyes	Agreement-Supplement to Master Telecourse License Agreement		Coast Community College District	GU001	08/25/08	12/12/08	Renewal dates 08/25/2008 to 12/12/2008
225	Coast Community College District		C.M.Brahmbhatt; Nicki Salcedo	Agreement-Supplement to Master Telecourse License Agreement		Coast Community College District	GU001	01/01/09	12/31/11	Term of License: January 1, 2009 - December 31, 2011.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
153	Coast Learning Systems			Agreement - Supplement -- Statement of work		Kern County Superintendent of Schools	GU001	06/01/08	07/31/08	unknown
158	Coca Cola Company Sponsorship agreement BC			Contract - Bid No. 3513-99 Extension		Coca Cola Bottling Company		07/01/02	06/30/03	unknown
160	Coca Cola Company Sponsorship agreement BC		Ed Schell Fax 661-396-2219	Agreement - Sponsorship		Coca Cola Bottling Company of Southern California		08/01/04	06/30/09	This Agreement takes effect as of August 1, 2004 (the "Effective Date") and expires on June 30, 2009, unless (i) mutually extended under the terms hereof or by written agreement of the parties, or (ii) sooner terminated as provided herein (the "Term").

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
177	College of the Sequoias P.C.		Dr. Robert Urtecho 559-730-3800	Agreement		College of the Sequoias P.C.		10/01/04	09/30/09	This Agreement shall become effective October 1, 2004 and shall terminate on September 30, 2009 unless terminated earlier as provided in this Agreement.
2	Community Collaborative Project	N/A	unknown	Grant	Career Technical Education	Community Collaborative Project (SB 70/SB1133)	RP011	06/01/08	01/31/10	The term of the grant shall be from June 1, 2008 to and including August 31, 2010. All performance under must be completed by December 31, 2009, except for the submission of any final reports that may be required by Article I of the Grant Agreement.
199	Coyote Kitchen	COYKIT		Contract - Food service		Coyote Kitchen	CB200	01/14/08	06/30/09	The term of this agreement is from January 14, 2008 to June 30, 2009. The contract may be renewed by mutual agreement of the parties for an additional one-year period not to exceed five (5) years, pursuant to Education Code 81644.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
189	CSU-LA Piggyback		Tina T. Mueller 323-343-3487	Contract - # 06-0327-021		California State University Los Angeles contract with Laerdal, Inc.	RP417 GU001	09/12/06	10/31/08	unknown
208	Dale Scott & Co.	DALSCO	Dale Scott 415-956-1030	Agreement - Financial Advisory Services		Dale Scott & Co.	Debt Service	N/A		This agreement shall be effective on the date it is signed by an authorized representative of the District and shall remain in effect until the date of the issuance of the final series of Bonds.
194	DELL	DELMAR	Manjula Raghavendra	Statement of Work		Dell Marketing L.P.	GU001	11/19/09	06/30/10	unknown
221	Edutech	EDUINT	Linda Fleit	Agreement - Letter of Agreement		Edutech	GU001	06/15/08	08/31/08	The services will be accomplished between June 15, 2008 and August 31, 2008.
198	ECOLAB	ECOLAB		Agreement - Dishwasher Rental #12859450		ECOLAB Inc.		03/21/05	03/20/06	unknown



No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
13	Enrollment Growth ADN / RN Prog	N/A	Jeanine Estrada	Grant	Economic & Workforce Development	Enrollment Growth for Associate Degree - Nursing (RN) Programs	RP129	06/01/04	12/31/08	Performance under the second funding period (i.e., July 1, 2007 to June 30, 2008) shall be extended 6 months, to and including December 31, 2008. A final Report and Final Report of expenditures for the second funding period must be received at the Chancellor's Office by February 28, 2009.
282	ERS - Expense Recovery Services	EXPREC	Orest Hamersky	Agreement - Service		ERS - Expense Recovery Services		12/07/05	12/07/06	This Agreement shall become effective on the date it has been executed by all parties and shall continue in full force until canceled by either party. Term: one year.
237	ETUDES the Next Generation P.C.		Vivie Sinou 650-949-7109	Agreement - Membership & Statement of Work for Services		ETUDES	GU001	07/01/09	06/30/10	The renewal term associated with the annual hosting, system administration, site and account management, and support costs is 7/1/2009 - 6/30/2010 (fiscal year for services to be provided to Client).
325	Eureka California Career Information System	EUREKA	unknown	Contract - Agency/User Site License		The California Career Information System, EUREKA	RP701	05/15/07	05/14/12	(A) This agreement shall be effective from May 15, 2007 through May 14, 2012, unless otherwise terminated at an earlier date. Performance by either party of this agreement is subject to force majeure, and is further contingent upon strikes, accidents, weather conditions, inability to secure labor, major disaster, Agency computer operability, communications operation or other delays beyond the control of the parties. (B) This agreement represents the entire agreement between the parties and no representation made by either party not incorporated herein are of any force and effect.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
287	Extreme Entrepreneurship		Sheena Lindahl	Agreement - Membership		Extreme Entrepreneurship Education, LLC.	RP611 - Perkins/VTE A	05/04/11	05/04/11	This Agreement shall take effect as the Effective Date listed and shall continue until the event is complete, unless terminated in accordance with the terms listed in Section 3.
327	Extreme Entrepreneurship		Sheena Lindahl	Agreement - Engagement		Extreme Entrepreneurship Education, LLC.	RP143 - Youth Entrepreneurship Education, LLC (YEP)	09/01/11	06/30/12	September 1, 2011 - September 30, 2011

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
221	Farber - Michael B. Farber, M.D.			Agreement - Independent Contractor		Michael B. Farber, M.D.	RP510-267HS1-5119-644000	07/01/07	06/30/08	This Agreement shall be binding when mutually executed by the parties and shall commence on July 1, 2007. Subject to the provisions of the Agreement concerning termination, the term of this Agreement shall be one year.
310	Fields Devereaux Architects Engineers	FIEDEV	Steve Lopez	Agreement - Master		Fields Devereaux Architects & Engineers		08/05/05	08/05/10	The term of this Master Agreement shall commence on August 5, 2005 and shall continue until August 5, 2010, unless terminated earlier in accordance with the provisions of this Master Agreement.
349	Foundation for Calif Comm Colleges Bureau of Auto Repair	BURAUT	Lee Shook 866-325-3222 ext 150			Foundation for Calif Comm Colleges Bureau of Auto Repair		07/01/08	06/30/09	The term of this Agreement will be from July 1, 2008 through June 30, 2009, after which Foundation <b>will have three one-year options to renew. (SEE AMENDMENT BELOW)</b>

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
350	Foundation for Calif Comm Colleges Bureau of Auto Repair	BURAUT	Lee Shook 866-325-3222 ext 150			Foundation for Calif Comm Colleges Bureau of Auto Repair	GU001-213IND-8850AA-599999	07/01/09	06/30/10	The Agreement shall be renewed for one additional year for the term and performance period from July 1, 2009 through June 30, 2010. All other terms of the Agreement shall remain unchanged and in full force and effect. <b>(See Amendment # 2 below)</b>
351	Foundation for Calif Comm Colleges Bureau of Auto Repair	BURAUT	Lee Shook 866-325-3222 ext 150			Foundation for Calif Comm Colleges Bureau of Auto Repair	GU001-213IND-8850AA-599999	07/01/10	06/30/12	The Agreement shall be renewed for one additional year for the term and performance period from July 1, 2010 through June 30, 2011. All other terms of the Agreement shall remain unchanged and in full force and effect.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
233	Foundation Calif. Comm. Colleges - Nursing		Kristin Yahn 916-325-2855	Agreement - Professional Services		Foundation for California Community Colleges	RP110-21AHC1	05/01/08	06/30/09	This Agreement shall commence on May 1, 2008 and will end on June 30, 2009.
243	GED	GEDTES	Lily Roberts 916-445-9438	Annual Contract - GED test center - ID: 3000071650; # GED22715		The American Council on Education and the state of California	GU001	01/01/09	12/31/09	Contract Period: 01-01-2009 to 12-31-2009.
268	Hall - Jones Hall		William Kadi 415-391-5780	Agreement - for Legal Services		Jones Hall	DL100	N/A	N/A	unknown
271	Harris, Darrell - CPA	DARHAR	Darrell Harris 661-395-1040	Agreement - Auditing Services		Darrell Harris CPA	GU001	N/A	N/A	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
252	Hershey Business Systems	HERBUS	Art Arambula	Proposal and Services Statement of Work		Hershey Systems Incorporated	GU001	07/01/09	01/31/10	Services shall be provided between date of contract execution and January 31, 2010.
260	Hospital Council of Northern and Central California		Pilar Delacruz-Reyes 559-650-5693	Agreement - Special Services		Hospital Council of Northern and Central California (HCNCC)	New RP	01/02/08	09/01/08	Effective from January 2, 2008 to September 1, 2008.
19	Industry Driven Regional Collaborative		Katie Gilks	Grant Agreement # 09-326-182	Economic & Workforce Development	Program-Industry Driven Regional Collaborative	RP	07/01/09	06/30/11	The term of this grant shall be from July 1, 2009, to June 30, 2011. All performance under each one of the funding periods must be completed by June 30 of each respective funding period, except for the submission of any final reports that may be required by Articles I of the Grant Agreement.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
291	Intelecom	INTINT	Espy Martinez 626-796-7300, x 117	Agreement - Subscriber License		Intelecom Intelligent Telecommunications	GU001	01/01/08	06/30/09	Effective 01/01/08 to 06/30/09. The period of time for which Subscriber has obtained a license on behalf of its authorized users to access the Product and the Content.
298	Jigsaw		Alan Corcoran	Contract - License, Installation and Support Agreement		Jigsaw	GU001	01/19/07	01/19/10	The term of this Agreement will run until one (1) year after the usable dates. <b>For each of the two following years, the Term will be automatically extended for successive twelve (12) month periods, unless Customer or Vendor gives notice to the other of its decision not to renew this agreement at least ninety (90) days prior to a renewal date.</b>
44	KCSOS-Comm. Connect. For Child Care - BC		John Lindsay	Agreement - for Cal-WORKs Child Care Services	Kern County Superintendent of Schools	Kern County Superintendent of Schools Community Connection for Child Care - BC	RP350-267CW1	07/01/09	06/30/10	This agreement shall become effective July 1, 2009, and will continue in effect through and including June 30, 2010 unless sooner terminated pursuant to paragraphs 13 and 14 herein.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
40	KCSOS - Network Conn-Delano Randolph/Timmons		661-636-4000	Agreement - Scope of Work Statement	Kern County Superintendent of Schools	KCSOS - Network Conn-Delano Randolph/Timmons	GU001	06/01/08	07/31/08	unknown
277	Keenan & Associates	KEENAN	Bettilou T. Pasquale	Agreement - Loss Control Services Agreement		Keenan & Associates	GU001	10/01/06	11/30/06	The term of this Agreement shall be effective from October 1, 2006 through November 30, 2006.
44	Kern County Mental Health B.C.	KERCOU36	Diane Koditek	Agreement 178-2009 Renewal	County of Kern	Kern County Mental Health B.C.		07/01/07	06/30/08	The term of this Agreement shall commence July 2007 and shall terminate on June 30, 2008.



No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
44	Kern County Sheriff's Dept P.O.S.T. Acad 00-01			Agreement 433-2005		Kern County Sheriff's Department P.O.S.T Academy		01/19/05	06/30/09	The term of this agreement will become effective on the date approved by all parties, and will continue until June 30, 2009 subject to the terms of Section 8.05 of this Agreement.
281	LaserGrade, L.P.		Jeff Blake	Agreement - General Testing Center Agreement		LaserGrade, L.P.	N/A	03/21/06	03/21/09	This agreement is effective for a term of three (3) years beginning on the "Effective Date" as indicated on the signature page of this agreement. <b>This agreement automatically renews each year thereafter, unless terminated under this Agreement as defined in section 8.</b>

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
283	Lehman Levi Pappas & Sadler	LEHLEV	Emily Pappas	Agreement - Engagement Letter		Lehman Levi Pappas & Sadler	GU001	05/25/09	08/25/09	The period of this engagement shall be for four (4) months beginning May 25, 2009 through August 25, 2009. KCCD shall compensate LLPS the sum of \$4,000.00 per month. KCCD will have the option to extend the contract for one additional month for the same fee of \$4,000.00 Payment will be due upon receipt of a monthly invoice from LLPS.
502	Marschak, Amy - dba Iwantthosephotos.com		Amy Marschak	Contract for BC Spring 2011 and Spring 2012 Graduation Ceremonies		Amy Marschak, dba Iwantthosephotos.com	GU001	05/10/11	to 3 days following commencement day 2012	The term of this agreement begins May 10, 2011 and ends three days following Commencement Day 2012.
328	Maverick Petroleum		Gary L. Plotner	Contract for Land Related Services		Maverick Petroleum	MG100	10/11/07	10/11/08	The term of this agreement shall be for a period of twelve (12) months from the date hereof and <b>may be extended from time to time as the parties hereto mutually agree.</b>

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
336	Milburn & Associates		John Milburn	Proposal to provide services		Milburn & Associates	GU001	09/01/08	06/30/09	The time-period for this contract is September 1, 2008 - June 30, 2009.
324	National Center for Developmental Education	NATGEN5	Robert L. Johnson	Agreement - Professional Services		National Center for Developmental Education	RP702-214OT4-5119 & 5151-601000	01/19/07	12/14/07	unknown
344	National Student Clearing House	NATSTU3	Daniel R. Boehmer	Agreement - StudentTracker Agreement for Postsecondary Educ Institutions		National Student Clearing House	GU001	11/01/06	10/31/07	This Agreement may be modified by written, mutual agreement of the parties and <b>remains in effect until terminated</b> by either party by providing thirty (30) days written notice to the other party.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
345	National Student Clearing House	NATSTU3	Daniel R. Boehmer	Agreement - StudentTracker Agreement for Postsecondary Educ Institutions		National Student Clearing House	GU001	11/01/06	10/31/07	This Agreement may be modified by written, mutual agreement of the parties and <b>remains in effect until terminated</b> by either party by providing thirty (30) days written notice to the other party.
346	National Student Clearing House	NATSTU3	Daniel R. Boehmer	Agreement - StudentTracker Agreement for Postsecondary Educ Institutions		National Student Clearing House	GU001	11/01/06	10/31/07	This Agreement may be modified by written, mutual agreement of the parties and <b>remains in effect until terminated</b> by either party by providing thirty (30) days written notice to the other party.
448	Naval Air Warfare Center Weapons Division			Proposal Outline		Naval Air Warfare Center Weapons Division (NAWCWD)	CE010 - Contract Ed	01/02/11	09/30/11	January 2, 2011 - September 30, 2011
327	Nystrom & Company	NYSTRO1	Holly Salisbury 530-241-2515	Agreement - Letter for Auditing Services		Nystrom & Company	GU001		06/30/09	Year ended June 30, 2009
461	Parker & Covert LLP	PARCOV	Spencer E. Covert 714-573-0900	Agreement - Retainer Agreement		Parker & Covert LLP	GU001-140HR(-5731-673000)		02/01/07	unknown
341	PLATO	PLALEA		Contract - Renewal Software Support Contract # PLO0585609		PLATO, Inc. dba PLATO Learning	RP257	03/01/07	02/28/08	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/ Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
10	Regional Online Nrsng Resource Ctr. - ADN/RN	N/A	Hilga Martin	Grant	Career Technical Education	Regional Online Nursing Resource Centers - Clinical Placement	RP110	05/01/07	08/31/09	The term of this grant shall be from May 1, 2007 to and including August 31, 2009. The performance period shall be from May 1, 2007 to June 30, 2009. The submission date for final reports will be August 31, 2009.
17	Rural Opportunities Studies	N/A	Kathy Pulse	Grant	Economic & Workforce Development	Rural Opportunities Studies	GU001	06/30/07	08/31/08	The term of this grant shall be from June 30, 2007, to and including August 31, 2008. All performance under must be completed by June 30, 2008, except for the submission of any final reports that may be required by Article I of the Grant Agreement.
397	San Diego Mira Mar		Gregory M. Newhouse	Contract - Memo of Understanding		Advanced Transportation Technology and Energy Program (ATTE)	GU001	08/11/08	08/15/08	unknown
387	San Francisco Community College Dist Early Childhood Mentor Prog - BC		Linda Olivenbaum	Agreement - Supplemental Support Funding for Large Area Programs - BC (See Supplemental below)		San Francisco Community College District, California Early Childhood Mentor Program	RP133	09/01/08	06/30/10	If not expended during this contract year, may be carried over into the next year, but must be used for the same activities named in the application. (See Supplemental below)
388	San Francisco Community College Dist Early Childhood Mentor Prog - BC		Linda Olivenbaum	Agreement - Supplemental to Supplemental Support Funding for Large Area Programs - BC		San Francisco Community College District, California Early Childhood Mentor Program	RP133	07/01/09	06/30/10	If not expended during this contract year, may be carried over into the next year, but must be used for the same activities named in the application.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
389	San Francisco Community College Dist Early Childhood Mentor Prog - BC		Linda Olivenbaum	Agreement - Supplemental Support Funding for Director Mentor Component - BC		San Francisco Community College District, California Early Childhood Mentor Program - BC	RP133	09/01/08	06/30/10	unknown
405	SBC DataComm	SBCDAT	Berry Scott	Agreement - Service		SBC DataComm Company		2005		unknown
386	Sierra Employment Svcs.	SIEEMP	Meghan Stevens	Agreement - to use temporary employment agency services on an as needed basis		Sierra Employment Services	N/A	12/09/07	10/08/08	The term of this agreement is one year from the date of signatures.
421	Sierra School Equipment Co. Piggyback Agmt	SIESCH	Patrick G. McDermott 399-2993	Agreement - Arvin Union School District Piggyback Bid # 03-04-A4554		Sierra School Equipment Co.		04/14/05	05/20/08	unknown
394	Small Bus. Dev. Ctr Contracts 2008-09			Agreement		City of Shafter	RP143	05/19/08	05/19/09	unknown

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
393	Small Bus. Dev. Ctr Contracts 2008-09		661-725-9985	Agreement No. 2008-44		City of Delano	RP143	05/19/08	05/19/09	unknown
392	Small Bus. Dev. Ctr Contracts 2007-08		City Manager 822-2200, ext. 108			City of Tehachapi	RP143	05/19/08	05/19/09	unknown
392	Southland/Cerritos Ctr Trans Tech (SCCTT)		Randy W. Peebles	Letter of Mutual Cooperation		Southland/Cerritos Center for Transportation Technologies (SCCTT)		09/24/07	09/24/09	The term of this agreement is September 24, 2007 to September 24, 2009.
10	Strengthening Career Tech. Ed Prog-Project Lead the Way	N/A	Jackie Escajeda	Grant # 06-090-040	Career Technical Education	Strengthening Career Technical Education Program	New RP	05/10/07	06/30/09	The term of this grant shall be from May 10, 2007 to and including June 30, 2009. The performance period shall be from April 30, 2009, except for the submission of any final reports that may be required by Article I of the Grant Agreement.

No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
579	SunTrust		Justin Chelland 41-307-6688	Agreement - Master Lease Agreement # 6413-001		Suntrust Equipment Finance & Leasing Corp		07/11/09	01/11/10	This agreement shall be in effect from the agreement date until the earliest of (a) termination under Section 3.2. <b>Extended until 01/11/10.</b>
419	(Three) 3M Service Agreement	3MLIB	Michael Morrill 800-328-0067, Opt 1, Opt 2	Agreement - Service Agreement # US38739		3M Library Systems	GU001	03/19/09	03/18/10	<b>This agreement is NOT automatically renewable.</b> If a renewal agreement is offered by 3M, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.



No.	FOLDER	Banner System Vendor Code	Contact Rep Name	Type of Agmt/Contract/Grant	Category	Official Contract Title	FUND	Beg Date	End Date	TERM LANGUAGE
447	Trend Micro Inc.		Jason Reeder, Dave Abramowitz	Statement of Work		Trend Micro Inc.	GU001	11/01/09	12/31/09	Unless terminated earlier as set forth in this SOW, this SOW shall continue in force for sixty (60) days from the date the Assessment began.
49	United States		unknown	Grant - Renewal	U.S. Dept of Education	Access Means Parents in School (CCAMPIS)	N/A	09/15/05	09/15/06	unknown
448	Winning Moves	WINMOV	Daniel V. Eaton	Agreement - Proposal Letter		Winning Moves	GU001	05/25/09	08/25/09	unknown

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Except as otherwise expressly provided in this Service Order, Client agrees to provide Accuvant with ten (10) business days' prior notice of its intention to delay, extend or release a scheduled Accuvant staffing assignment. If Client provides less than ten (10) business day's notice for delaying, extending ore releasing assigned consults, Accuvant may invoice and Client will play for up to forty (40) hours of consulting services for each consultant delayed, extended ore released.</p>	<p>Accuvant Inc. will provide installation, configuration and testing services to aid KCCD in the implementation of Wireless Networking.</p>	<p>E</p>	<p>\$25,600.00</p>	<p>08/02/07</p>

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Except as otherwise expressly provided in this Service Order, Client agrees to provide Accuvant with ten (10) business days' prior notice of its intention to delay, extend or release a scheduled Accuvant staffing assignment. If Client provides less than ten (10) business days' notice for delaying, extending or releasing assigned consultants, Accuvant may invoice and Client will pay for up to forty (40) hours of consulting services for each consultant delayed, extended or released.</p>	<p>Service Order between the KCCD and Accuvant Inc. This Service Order engages Accuvant Inc. to perform required and necessary upgrades to KCCD's internet connection firewall software vendor, Checkpoint Inc., which assures the firewall runs optimally.</p>	E	\$4,000 - Addit'l amt is payable for reasonable travel and living expenses not to exceed \$1,500	04/14/11
<p>unknown</p>	<p>KRAB, KDFO, KBFP--Clear Channel Radio will provide advertising for Bakersfield College and KCCD over the months of November and December, 2008. This agreement is for 60-second radio commercials praising the value of BC students as educated employees.</p>	E	\$4,000.00	04/02/09
<p>With written notification, this agreement may be canceled at any time by either party. Upon termination of this agreement, E &amp; W Theatres, Inc. or its agent shall immediately be entitled to all monies due from advertiser.</p>	<p>Advertising agreement between the KCCD on behalf of Bakersfield College and E &amp; W Theaters for the purposes of advertising BC at the Hitching Post movie theater in Tehachapi, CA. The Hitching Post Theater in Tehachapi, CA is the only movie theater in the mountain area. Advertising is available prior to movies on the screens. BC is being offered this advertising opportunity to promote events, registration and distance education to the movie-going residents of this mountain community.</p>	E	\$840.00	02/07/08
<p>Cancellation of this agreement must be in writing. Cancellation made within 7 days results in no charges to Participant.</p>	<p>Bakersfield College will advertise BC programs and services in this annual book of colleges and universities provided to schools with large populations of Hispanic students. Ad will publish in September.</p>	E	\$1,500.00	09/04/08

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>This Agreement shall automatically renew for consecutive calendar quarters beyond the initial term (Renewal Terms). This Agreement may only be terminated (by any party) with 90 days prior written notice effective the last day of the Initial Term or, thereafter, effective the last day of any calendar quarter (i.e. 3-31, 6-30, 9-30, 12-31) except as otherwise provided. All Renewal Terms under this Agreement shall with notice be subject to changes to the Monthly Fee by IAA.</p>	<p>Addendum to Airport Advertising Agreement for Rev Max Backlit Displays</p>	<p>E</p>	<p>\$780 Monthly</p>	<p>08/04/05</p>
<p>unknown</p>	<p><b>RENEWAL</b> Annual Maintenance agreement for the established Phone Tree (automated calling system) in the Distance Learning Office at Bakersfield College.</p>	<p>E</p>	<p>\$340.00</p>	<p>10/02/08</p>
<p>unknown</p>	<p>Agreement provides for a one-year publication of ESCC Bishop and Mammoth campuses phone numbers and addresses in the High Sierra Phone Book.</p>	<p>E</p>	<p>\$328.00</p>	<p>10/02/08</p>
<p>unknown</p>	<p>Advertising contract <b>RENEWAL</b> with Phone Directories Company pays for the publication of ESCC Bishop and Mammoth campuses phone numbers and addresses in the High Sierra Phone Book</p>	<p>E</p>	<p>\$285.00</p>	<p>07/12/07</p>
<p>SmartLite shall have the right, at any time during the term of this Contract and for any reason whatsoever, to cease Advertiser's / Agency's use of any brochure box. In such an event, SmartLite shall not be liable for any cost, damage or any other losses) that result from or are otherwise caused, directly or indirectly, by the cessation of this complementary service; nor, shall such an event serve as any basis for Contract termination or any modification to the terms and conditions contained in the Contract. SmartLite shall give the Advertiser / Agency seven (7) days written notice of its intent to cease this complimentary service, after which time, the Advertiser / Agency shall cease using the subject brochure box.</p>	<p>Bakersfield College will advertise programs and curriculum backlit advertising board located at the Valley Plaza mall, directly outside the Food Court area. Term of contract is 24 months and price includes creation of advertisement.</p>	<p>E</p>	<p>\$4,200.00</p>	<p>08/08/08</p>

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unknown	Agreement between the KCCD, on behalf of Bakersfield College and AERC Recycling. AERC Recycling will dispose of computer equipment that is out-dated and unusable by the College. There is no charge for the pickup and disposition of the equipment. They will pick up the palletized equipment and recycle the hardware at a scheduled one-day event on the campus of BC. BC will receive a share of the weight amount. There is no charge for the pickup and disposition of the equipment.	R	unknown at this time	08/13/09
unknown	New contract between the KCCD and AF Consultants. AF Consultants will evaluate the District's Facilities Planning and Construction Department's organization and processes for effectiveness and identification of potential improvements.	E	\$27,910.00	06/10/10
unknown	in effect for a period of five (5) years from the date it becomes effective.			
in the event you cancel or delay the service, you must provide written cancellation notice to Attachmate at the address on the letterhead.	Attachmate will provide 3 Three) business days of Wininstall product-training, for up to 5 customer students. KCCD will supply a work area for the training course to take place and computer equipment for each student and Attachmate instructor. PC and CC are included as part of the 5 customers.	E	\$4,400.00	6/12/08

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unknown	A proposal between the KCCD and Bachtelle and Associates. Bachtelle and Associates will conduct an evaluation and assessment of the current on-campus Food Service Operations at Bakersfield College, Cerro Coso Community College and Porterville College. Bachtelle and Associates will also assess and define the benefits of the alternative operational approaches (self-operation and contracted services) currently in place to determine the best long-term approach in terms of service delivery and financial benefit to the College/District.	E	\$11,225.00	04/08/10
unknown	Letter Agreement between the KCCD, on behalf of Porterville College, and Bachtelle and Associates. Bachtelle and Associates provides consulting and marketing services relating to on-campus foodservice operation and management. This Agreement will engage Bachtelle and Associates to determine the service requirements and foodservice needs of PC; develop a Request for Proposal (RFP) for foodservice management at PC; assist the District administration with soliciting and analyzing the proposals received; and serve as a resource for the District administration and RFP Committee throughout the foodservice RFP process.	E	\$4,944 + travel	04/14/11

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<p>(A) Expiration of the term of this agreement or non-renewal of this agreement; (B) The death of contractor; (C) By KCCD giving 10 days' written notice, or by Contractor giving 90 days written notice, of termination; (D) Contractor's incapacity to perform his or her duties, including but not limited to loss of privileges, loss of license to practice medicine, or physical incapacity, unless waived by KCCD. (E) Failure of contractor to maintain malpractice insurance; (F) For cause upon either party giving oral or written notice to the other if KCCD or Contractor breaches or violates any term, provision, or condition of the agreement. Cause for termination by KCCD shall include, among other acts or omissions of Contractor, breach of any provision of this agreement, willful violation of any law of the State of California or public conduct which offends decency, causes public scandal, compromises KCCD's integrity, or causes KCCD or Contractor to be held in public ridicule. (G) In the event of any of the following, KCCD and Contractor shall attempt to amend this Agreement or alter the operation of the facility in order to comply with obligations or avoid the actual or threatened action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court, or third party in question, or alternatively, the parties determine in good faith that compliance with such requirements is impossible or infeasible, the Agreement shall be terminated: (1) Any legislation, regulation, rule, or procedure is duly passed, adopted, or implemented by any federal, state, or local governmental or legislative body or any private agency; or (2) Contractor or KCCD receives notice of an actual or threatened decision, finding, or action by any governmental or private agency, court, or other third party (collectively referred to herein as in "action") which, if or when implemented, would have the effect of: (a) Preventing KCCD from operating the facility on an economic basis; (b) Revoking or jeopardizing the status of the license or permit granted to Contractor; or (c) Subjecting Contractor or KCCD to civil or criminal prosecution, or other adverse proceeding, on the basis of participation in this Agreement. (See contract for more information)</p>	<p>Agreement between KCCD and Dr. William F. Baker, Jr., M.D., Campus Physician. The offices of Dr. William F. Baker, Jr., will provide medical and mental health services for enrolled students of BC at the Bakersfield campus. Dr. Baker will be compensated at the rate of \$100.00 per hour, for a schedule of at least 12 hours and not more than 15 hours per week, not to exceed 60 hours per month for medical services, and up to 9 hours per week not to exceed 45 hours per month for mental health care services.</p>	<p>E</p>	<p>\$100 per hr not to exceed 24 hrs per week</p>	<p>02/05/09</p>

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unknown	Letter of Understanding between the KCCD, on behalf of Bakersfield College, and the Bakersfield City School District. The Middle School Readiness Math/Science Enrichment Project (MSR-MSEP) is designed to provide academic and support services for 30 students entering their first year of middle school. BC and Bakersfield City School District, Migrant Education, Region 21, will work with middle school students to successfully promote transition from self-continued to departmentalized school structure through counseling and exposure to district-adopted math and science curriculum through enrichment activities in order to ensure student success as they transition from elementary to middle school; offer and implement strategies to help combat peer pressure related to gangs, drugs and alcohol; offer and implement strategies to help combat the "bullying" in schools, and to create a success plan for middle school.	R	\$12,842.00	08/13/09
unknown	Agreement between the KCCD, on behalf of Porterville College, and Blare Media. PC has a need to create a dramatic and inspirational video production collaboratively with PC's management staff that will positively stir the emotions of future PC students. This video production will cover all of the Career & Technical Programs on campus. Blare Media will provide a Campaign Launch Video for PC - Recruitment & Marketing Video.	E	\$3,495.00	06/11/06
unknown	MOU between Bakersfield College and Kyle Bowker for the use of a Tillage/Soil Ripper at BC farm in support of the Ag Program. KCCD will provide property insurance in the amount not to exceed \$5,000 while the Tillage/Soil Ripper is in the possession of the district.	E	\$300.00	04/03/08



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One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between the KCCD, on behalf of California Compliance School, and <b>Jiffy Lube International, Santa Clara, CA</b> . Hazardous Waste Management Training designed and approved by the department of Toxic Substances Control (DTSC). The California Compliance School will give three (3) 2-day classes specially designed for the client, requiring an instructor, materials, and workbooks. Instruction is to be given at the Client's facilities in Carson and Sacramento CA.	R	\$10,170.00	09/04/08
One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Agreement between the KCCD, on behalf of California Compliance School, and <b>San Diego House of Motorcycles, San Diego, CA</b> . Hazardous Waste Management Training designed and approved by the department of Toxic Substances Control (DTSC). The California Compliance School will give a 2-day classes specially designed for the client, requiring an instructor, materials, and workbooks. Instruction is to be given at the Client's facilities in San Diego CA.	R	\$3,850.00	09/04/08
unknown	<b>MODIFICATION</b> to the grant award between the KCCD, on behalf of Porterville College, and the California Endowment for the MedPEP Program. This letter of modification extending the closing date of the grant to September 30, 2010. This is a no-cost extension to the grant awarded. The PC MedPEP Program provides an array of services to Latino students such as adverting in the health majors, tutoring, field trips, health fairs/conferences, health institute, and networking with health professionals. The focus is to diversify the health workforce in the Central Valley by supporting the expansion of an education pipeline for Latino middle school, high school and community college students in rural Tulare County to increase matriculation into a jour year college or university and to keep Latino students on track toward pursuing a higher education and a career in health.	R	\$344,510.00	08/13/09
unknown	12 Month Rental agreement between the KCCD, on behalf of Bakersfield College, and Carney's Business Technology Center. A 12-month agreement of a Xerox 4150, S/N L99029962 with service included and billed at .019 per copy. Renting was required because a lease agreement for a short term would be cost preventive. This copier will be placed in the Outreach office. They now only have a small ink-jet printer for four people to share.	E	\$250 per month	09/04/08
This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.	Conduct research and consultation to assess and develop a District-wide workforce and economic development plan of work by service area for KCCD. The components of the agreement include: an internal scan, an external scan, an internal capacity assessment of key economic and workforce development personnel to determine areas of strength and need skills training, recommendations and implementation strategies related to each recommendation and follow up facilitation to monitor continued progress in how and to what extent the mission and strategic areas are being implemented.	E	\$158,550.00	08/02/07

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unknown	Consultant(s) agree to render all necessary and reasonable services to the District regarding the training and/or facilitation of the Interest Based Model of negotiations during the period beginning Nov 1, 2007 and ending June 30, 2008.	E	\$140.00/hr. plus mileage, meals, lodging	12/13/07
unknown	To assist in developing strategies to offer baccalaureate degrees in Porterville. Local community and business leaders, CSU-Bakersfield, and UC-Los Angeles will join Porterville College in this project which will focus on two academic areas teaching education and health careers.	R	\$50,000.00	05/10/07
Either party may terminate this addendum at the end of any period, by giving written notice at least 30 days prior to the end of that period.	Subscriber engages Certegy to act as its agent for the sole purpose of providing check authorization services in accordance with this agreement to assist subscriber with the origination and acceptance of check transactions and with check sales risk management.			unknown
Either party may terminate this agreement as of the end of the then-current period by giving written notice at least 30 days to the end of that period.	Client exclusively engages Certegy to act as its agent for the sole purpose of providing check authorization services in accordance with this agreement to assist with the origination and acceptance of check transactions and with check sales risk management.			unknown
Either party may terminate this agreement as of the end of the then-current period by giving written notice at least 30 days to the end of that period.	Section of the Agreement, entitled "Engagement" is amended to include the electronic check conversion services described in this Addendum. As used in the Agreement, the term "Check" shall also include checks converted into an electronic funds transfer ("EFT Check") in accordance with the terms of this addendum.			unknown
Non-cancellable lease. This lease cannot be cancelled by lessee during the term hereof. End of Lease term. (a) upon expiration of the lease term, Lessee shall have the option to purchase property for its fair market value, said value to be not less than 20% of the aggregate lease payments on 12 month leases, 15% of aggregate lease payments on 24 month leases, 12% of the aggregate payments on 36 month leases, or 10% of the aggregate lease payments on 48 month or 60 month leases. The exercise of this option must be communicated to the Lessor in writing at least thirty (30) days prior to the expiration of the lease term. <b>(see agreement for more information.)</b>	Agreement between KCCD and Certegy. Certegy will provide a guaranteed check processing service that will significantly reduce bad check debt.	E	Expense \$0.98% of check value plus \$0.15 per check estimated \$37,000	unknown

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<p>Either party may terminate agreement as of the end of the then-current period by giving written notice at least 30 days prior to the end of that period. Upon termination, client shall return to CPRS any supplies or equipment previously furnished by CPRS to client. This agreement shall be governed by the laws of the state of Alabama. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.</p>	<p>Certegy Recovery Services. Collection of all dishonored and unpaid personal and business checks drawn on U.S. or Canadian domiciled Banks in U.S. dollars presented to client and authorized but not warranted by Certegy Check Services, Inc. ("Certegy Check"), and stop payment.</p>			12/04/03
<p>Nonexclusive and nontransferable limited license. Unless either party notifies the other in writing three (3) months prior to the expiration of any term that it does not wish to renew the agreement. Each supplemental agreement shall have its own term. If Licensee defaults in the performance of any of the terms of conditions of this License agreement, it shall have thirty (30) days after service of notice of such default in which to cure the default. In the event Licensee fails to cure the default within such period of time, CCCD may at its option terminate this License Agreement upon written notice to Licensee of such termination. In the event of such termination, Licensee shall immediately erase or destroy all master tapes, and all copies thereof provided or duplicated under this agreement, and all supplemental agreements hereto, and shall certify such erasure to CCCD.</p>	<p>The ITV course is an integral part of the <b>Bakersfield College</b> scheduled semester classes through Distance Learning and is a part of the core of traditional ITV offerings. Estimated expenses will be determined by BC's enrollment at Spring census. Coast will invoice BC based on that data. Student Royalty: \$45.00 for the first 30 students, \$20.00 per student thereafter each term course is offered.</p>	E	\$1,350.00	04/12/07
<p>unknown</p>	<p>A supplement to the Master Telecourse License Agreement between the KCCD on behalf of <b>Bakersfield College</b> and Coast Community College District to lease one (1) Instructional Telecourse (ITV) for Spring 2008.</p>	E	\$3,250 estimate	02/07/08
<p>unknown</p>	<p>A supplement to the Master Telecourse License Agreement between the KCCD on behalf of <b>Bakersfield College</b> and Coast Community College District to lease one (1) Instructional Telecourse (IT) for fall 2008. BC will offer "Dollars &amp; Sense" - BSAD 40-Personal Finance ITV course. This ITV course is an integral part of the BC scheduled semester classes through Distance Learning and is a part of the core of traditional ITV offerings. Estimated expenses will be determined by BC's enrollment at Fall census. Coast will invoice BC based on that data. "Student Royalty": \$45 for the first 30 students (\$1,350 based on potential enrollment); \$20 per student thereafter each term course is offered (\$1,900 based on potential maximum enrollment up to 125).</p>	E	\$3,250 estimate	03/05/08
<p>unknown</p>	<p><b>Bakersfield College</b> will lease one (1) Instructional Telecourse (ITV), "Cultural Anthropology-Our Diverse World"-ANTH B2, Cultural Anthropology for Spring 2009. This ITV course is an integral part of the BC scheduled semester classes through Extended Learning and is a part of the core of traditional ITV offerings. Estimated expenses will be determined by BC's enrollment at Spring 2009 census. Coast Learning Systems will invoice BC based on that data. Rates are estimated at: (a) Per Student Lease Fees: \$20 per student (based on potential maximum enrollment of 125 students). (b) Special one year promotional/discounted license fee (\$1,00 paid FY '08-09).</p>	E	\$3,250.00	03/05/09

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unknown	KCSOS will provide project management, coordination and consulting services to aid KCCD in the installation of a new Microwave Network connection between the BC Delano Randolph and BC Delano Timmons sites. This new connection is required to address the networking needs of the growing BC Timmons site.	E	\$5,000.00	07/10/08
unknown	unknown -- NO BOARD ACTION			07/11/02
Upon early termination of this agreement for any reason not the fault of Bottler, College will forfeit the unearned portion of all Sponsorship Fees and refund a pro rata portion of the costs of refurbishing and installing the equipment paid with respect to the Agreement Year in which termination occurs. The Sponsorship Fees for each Agreement Year will be deemed "earned" pro rata on a daily basis during such Agreement Year, up to the date of termination or, if earlier, the date of any breach hereunder by Account.	unknown -- NO BOARD ACTION			07/08/04

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<p>The right to terminate this agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this agreement. Without cause: either party shall the right to terminate this agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. With cause: Agreement may be terminated by either party should the other party: (1) (a) be adjudged a bankrupt, or (b) become insolvent or have a receiver appointed, or (c) make a general assignment for the benefit of creditors, or (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this agreement, or (e) materially breach this agreement. (2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. (2) For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. (3) Upon material breach, the agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. <b>(see contract for more information.)</b></p>	<p>Title V Cooperative Grant agreement between the College of the Sequoias and PC. This agreement shall become effective Oct 1, 2004 and shall terminate Sept 30, 2009 unless terminated earlier as provided in this agreement. The Title V Cooperative is a five-year grant funded by the federal government to assist Hispanic Serving Institutions (HSI) to plan, develop, and carry out programs to improve and expand the institutions capacity to serve Hispanic and other low-income students by finding supplemental resources.</p>	<p>R</p>	<p>\$257,830 Yr 1, \$283,972. Yr 2, \$219,046. Yr.3, \$244,047. Yr 4, \$242,725 Yr 5, Total \$1,247,620</p>	<p>03/03/05</p>
<p>unknown</p>	<p>New grant funding between the KCCD and the California Community Colleges' Chancellor's Office for the Governor's Career Technical Education Initiative (SB70/SB1133). The Kern/Tulare Community Collaborative and its extended service area have formed a partnership in implementing a strong career technical education program. This project addresses the urgent demand for highly skilled industrial technicians and other trained workers in technology rich environments in the local, state and national work forces.</p>	<p>R</p>	<p>\$369,700.00</p>	<p>10/02/08</p>
<p>Either party may terminate the contract by giving the other party sixty (60) days written notice of termination.</p>	<p>Contract between the KCCD, on behalf of Cerro Coso College, and SJK Enterprises (dba Coyote Kitchen). SJK Enterprises shall provide, furnish, and serve meals and snacks to students, employees, guests, or other groups. SJK Enterprises shall have full access to the Cafeteria/Kitchen facilities located at CC, Indian Wells Valley campus. SJK Enterprises will pay \$100 for the first 18 months. Upon renewal of the contract for the next fiscal year (July 1, 2009 to June 30, 2010) the payment will be \$500 per year.</p>	<p>R</p>	<p>\$100/1st 18 mo; \$500 per year upon renewal</p>	<p>04/03/08</p>

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unknown	Piggyback on the California State University Los Angeles contract with Laerdal, Inc. This agreement allows Porterville College to purchase simulation manikins through the Industry Driven Regional Collaboratives in Economically Distressed Areas grant prior to the end of the grant year. It also allows PC to capture significant discounts on this equipment utilizing the contract established for CSU-LA. Simulation manikins were part of the work plan for the first year of the grant.	E	\$117,280.48	
However, if no bond is issued by the District, this contract automatically terminates five years after the date of this Agreement, and all obligations under the Agreement will be deemed terminated.	Agreement between KCCD and Dale Scott & Company. Will provide professional financial advice to restructure and refinance retire health insurance benefits program obligation. This will be accomplished through the issuance of other post-employment benefit bonds. Agreement shall be effective on the date it is signed and shall remain in effect until the date of the issuance of the final series of Bonds. However, if no bond is issued by the District, this contract automatically terminates five years after the date of this agreement, and all obligations under the agreement will be deemed terminated.	E	\$289,900.00	11/02/06
Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.	Statement of Work between the KCCD and Dell Marketing L.P. Dell Marketing L.P. will provide consulting services to re-architect and lock down user and related database objects residing in KCCD's Active Directory network operating systems infrastructure. This work is required to bring a core component of KCCD's networking infrastructure into FERPA compliance.	R	\$36,375.00	11/05/09
unknown	Letter of agreement between KCCD and EDUTECH International. EDUTECH will provide short-term consulting services to assist KCCD in improving management of the network infrastructure that supports college and district operations.	E	\$2,500 plus travel	08/08/08
unknown	Agreement between KCCD, on behalf of Bakersfield College, and Escolab Inc which facilitates the use of an energy-efficient conveyor dishwasher in the main kitchen in BC cafeteria.	E	\$3,599.40	03/03/05

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unknown	<b>Amendment #3</b> -- Augmentation of funds of \$156,836 to provide assessment, remediation and retention activities to increase the retention of students enrolled in the Associate Degree of Nursing (ADN) programs and ultimately increase the number of licensed nurses. The funds are to be used to begin the implementation of the assessment remediation and program, dependent on continued state funding. The funds augment the Enrollment Growth Grant, 06-0116 and have a performance period of January 1, 2008 to December 31, 2008. Was previously RP128.	R	\$654,215.00	04/03/08
Either party may cancel this agreement at any time for any reason upon 30 days written notification to the other party. If Client cancels this agreement, Client is obligated to pay ERS its fee in accordance with paragraph 3.01 above for any claims submitted by ERS prior to cancellation of this agreement which result in recoveries after cancellation of this agreement.	Client agreement between KCCD and Expense Recovery Services to search for unclaimed property due the District and companies acquired by the client and submit claims for the recovery of these funds to the State.		10% of gross amts recovered	02/02/06
Automatic Termination -- Shall terminate automatically on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of ETUDES business, death of key ETUDES staff. (2) Termination by Client - should ETUDES fail to meet its obligations to provide the agreed services as per this SOW, the client may terminate this SOW upon thirty (30) days written notice. Financial obligations to ETUDES will be settled on a pro-rated basis with any excess prepayment returned to Client. Member. Services purchased will be terminated immediately. (3) Termination by ETUDES for Failure to make Agreed-Upon Payments - Should Client fail to pay ETUDES by the late due date (90 days after the start of the academic year), ETUDES shall terminate this SOW and remove the client's access to the ETUDES system.	<b>RENEWAL</b> Membership Agreement and Statement of Work for Services between the KCCD, on behalf of <b>Porterville College</b> , and ETUDES, Inc. Etudes is a Course Management System (CMS) and an online instructional support network that PC uses to offer online, hybrid and web-enhanced courses to students. The membership agreement allows uninterrupted use of Etudes, a course management system (CMS) for online and hybrid classes for 2009-2010. The statement of work outlines the CMS services that PC is purchasing from Etudes, Inc., based on the level of usage for FY 2009-2010.	E	Total estimated costs of \$16,215 include \$5,000 membership fee.	07/09/09
(A) This agreement shall continue in force and govern all transactions between the parties hereto until the end of the term specified in Article VI or any renewal thereof unless terminated earlier. Upon termination of the contract, EUREKA has the right to disable the Site ID Code provided to access the internet site.	New agreement between EUREKA, the California Career Information System on behalf of <b>Porterville College</b> to provide an internet version of EUREKA. This agreement shall be effective from May 15, 2007 through May 14, 2012 (five years). EUREKA will provide the following services: (1) allow access to the EUREKA internet version; (2) Present at least one Regional Training annually, and/or one statewide Consortium Meeting each year to provide training and professional instruction for SITE staff; (3) Provide technical support by phone. The cost of this service is \$4,846.37.	E	\$4,846.35	06/04/07



Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Company may terminate this Agreement upon the occurrence of any of the following events: (i) material breach of this Agreement by Client and failure to cure within thirty (30) days of receiving written notice of such breach from Company; (i) Client failure to meet mutually agreed to performance requirements upon written notice by Company and thirty (30) days to cure; or (iii) termination necessary to prevent harm to Company's reputation, goodwill or infringement of its intellectual property or other proprietary rights, upon fifteen (15) days written notice from Company. (B) In addition to the foregoing, either party may terminate this Agreement immediately upon the admission by the other of its insolvency or bankruptcy, or its inability to pay its debts as they mature, or its making of an assignment for the benefit of creditors, or its application for the appointment of a trustee or receiver for it, or for any party of its property, or the institution by or against the other party of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors which is allowed against it or is consented to or is not dismissed, stayed or otherwise nullified within thirty (30) days after the institution thereof. (C) Client may terminate this Agreement in the event of a material breach of this Agreement by Company and failure to cure within thirty (30) days of receiving written notice of such breach from Client. (D) If Client chooses to terminate this Agreement in the vent that there is no material break of the Agreement by Company, Client will pay a cancellation fee of fifty percent (50%) of the total contract amount due. Client and Company may reschedule event date subject to mutual agreement. (E) Upon termination or agreement, Client agrees to promptly return all of Company's proprietary information and materials, directly to the Company's headquarters, and to make any payments owing to Company to date. Client furthermore agrees to cease all activities that use Company Materials, Company Marks, or Company proprietary information promptly upon termination or expiration of the Agreement.</p>	<p>Agreement between the KCCD, on behalf of Porterville College, and Extreme Entrepreneurship Education, LLC., to bring the Extreme Entrepreneur Tour (a one half day conference) to PC. The events will take place April 12, 2010. Students will be encouraged to pursue entrepreneurship as a valid career path. Local entrepreneurs and key business owners will be invited to attend and participate.</p>	E	\$9,100.00	05/05/11
<p>(A) Company may terminate this Agreement upon the occurrence of any of the following events: (i) material breach of this Agreement by Client and failure to cure within thirty (30) days of receiving written notice of such breach from Company; (i) Client failure to meet mutually agreed to performance requirements upon written notice by Company and thirty (30) days to cure; or (iii) termination necessary to prevent harm to Company's reputation, goodwill or infringement of its intellectual property or other proprietary rights, upon fifteen (15) days written notice from Company. (B) In addition to the foregoing either party may terminate this Agreement immediately upon the admission by the other of its insolvency or bankruptcy, or its inability to pay its debts as they mature, or its making of an assignment for the benefit of creditors, or its application for the appointment of a trustee or receiver for it, or for any part of its property, or the institution by or against the other party of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors which is allowed against it or is consented or is not dismissed, stayed or otherwise nullified within thirty (30) days after the institution thereof. (C) Client may terminate this Agreement by Company and failure to cure within thirty (30) days of receiving written notice of such breach from Client. (D) If Client chooses to terminate this Agreement in the event that there is no material break of the Agreement by Company, Client will pay a cancellation fee of fifty percent (50%) of the total contract amount due. Client and Company may reschedule event date subject to mutual agreement. (E) Upon termination or expiration of agreement, Client agrees to promptly return all of Company's proprietary information and materials, directly to the Company's headquarters, and to make any payments owing to Company to date. Client furthermore agrees to cease all activities that use Company Materials, Company Marks, or Company proprietary information promptly upon termination or expiration of the Agreement.</p>	<p>Agreement between the <b>KCCD</b> and Extreme Entrepreneurship Education, LLC. This District wishes to engage Extreme Entrepreneurship Education, LLC, to bring the "Extreme Entrepreneurship Tour" (a one half-day conference) to various sites, including Bakersfield College on September 19, 2011; Fresno City College on September 20, 2011; and Columbia College on September 27, 2011. Students will be encouraged to pursue entrepreneurship as a valid career path. Local entrepreneurs and key business owners will be invited to attend and participate. This engagement agreement also includes a subscription to access ten (10) virtual keynote presentations over the course of one year. The "Virtual Speaker Series" is a live or recorded event accessible to students, professors, and administrators on the designated campus location. The "Virtual Speaker Series" tracks selected are: "Create Your Own Job: Entrepreneurship Exploration:", and "Succeeding as an Entrepreneur: Startup Secrets".</p>	E	\$27,690.00	09/08/11



Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>This Agreement shall terminate upon the happening of any one of the following events: (a) The expiration of the term of this Agreement or the non-renewal of this Agreement; (b) The death of a Contractor; © By either party giving forty-five (45) days' written notice of termination of the other party; (d) The incapacity on the part of Contractor to perform his or her duties, including but not limited to, loss of license to practice medicine, or physical incapacity, unless waived by KCCD. (e). The failure of contractor to maintain malpractice insurance; (f) For cause upon either party giving oral or written notice to the other if KCCD or Contractor breaches or violates any term, provision, or condition of the Agreement. Cause for termination by KCCD shall include, among other acts or omissions of Contractor, breach of any provision of this Agreement, willful violation of any law of the State of California, or public conduct which offends decency, compromises KCCD's integrity or causes KCCD or Contractor to be held in public ridicule or causes public scandal.</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and Michael B. Farber, M.D. Campus Physician. Dr. Farber will continue to provide medical services to students enrolled in BC at a rate of \$90.00 per hour, subject to an annual maximum of \$54,000.</p>	E	\$54,000 yearly maximum @ \$90 per hour	07/12/07
<p>Each Contract authorized by an individual Work Authorization may be individually terminated in accordance with the provisions of the Contract, even if this Master Contract is not so terminated. In the event that services under a Contract are not completed by the end of the term specified, such services shall continue under the terms and conditions of the Contract until completion, unless specific notice of termination for those services is provided in accordance with the provisions of the Contract. <b>Exhibit 2 to Master Agreement</b> -- Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of such suspension, abandonment, or termination, Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of the Agreement for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by Owner as a result of the default, if any, by Architect. Architect hereby expressly waives any and all claims for damages or compensation arising under this Contract, except as set forth herein, in the event of such suspension, abandonment, or termination.</p>	<p>Agreement between KCCD and Fields Devereaux Architects &amp; Engineers. To provide various services needed by District, and intends to make one or more specific assignments to Architect, as the District and Architect may agree. The purpose of this Master Agreement is to define the process by which work assignments will be made, and to specify the terms and conditions under which all services will be provided.</p>			08/04/05
<p>This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Bakersfield College</b>, and the Foundation for California Community Colleges. This agreement provides a site license to the Foundation for California Community Colleges for the use of BC facilities and equipment in support of the State of California's Bureau of Automotive Repair (BAR) Smot Referee and Student Technician training program. Student technicians will be trained in critical technical services to provide the citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment. <b>(SEE AMENDMENT BELOW)</b></p>	R	\$12,000.00	02/05/09

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.</p>	<p><b>AMENDMENT No. 1</b> between the KCCD, on behalf of <b>Bakersfield College</b>, and the Foundation for California Community Colleges. This amendment extends the term to July 1, 2009 through June 30, 2010. All other terms and conditions remain the same. BC provides facilities and equipment in support of the State of California's Bureau of Automotive Repair (BAR) Smog Referee and Student Technician training program operated through the Foundation for California Community Colleges. Student technicians will be trained in critical technical services to provide citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment.</p>	R	\$12,000.00	11/05/09
<p>This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.</p>	<p><b>AMENDMENT No. 2</b> between the KCCD, on behalf of <b>Bakersfield College</b>, and the Foundation for California Community Colleges. This amendment extends the term for an additional two years to June 30, 2012. All other terms and conditions remain the same. BC provides facilities and equipment in support of the State of California's Bureau of Automotive Repair (BAR) Referee and Student Technician Training program operated through the Foundation of California Community Colleges. Student technicians will be trained in critical technical services to provide citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safe and healthier living environment.</p>	R	\$12,000.00	11/05/09

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Either party may, at any time, with or without cause, terminate this Agreement by providing at least ninety (90) days written notice to the other party prior to the requested termination date. In such case, College shall compensate Contractor only for services rendered to the date of termination. In the event of termination by either party, or if the level of service provided by Contractor prevents College from meeting Grant deliverables, Contractor and College shall negotiate reimbursement by the Contractor to the College in accordance with the Grant requirements. As the fiscal agent, College's reimbursement will be limited to available grant funding. Upon such termination, all Annual Licensing paid for by College and/or renewed by Nursing School shall terminate. In the event of a breach, the non-breaching party shall immediately notify the breaching party in writing of the occurrence of the breach. If compliance is not achieved within thirty (30) days of the date of deposit into the United States mail of the notice of non-compliance, the non-breaching party who sent the notice of breach may then send a termination notice in writing that the Agreement will be terminated thirty (30) days from the date of deposit of the United States mail.</p>	<p>Agreement between the KCCD, on behalf of <b>Bakersfield College</b>, and the State of California, Foundation for California Community Colleges. Foundation for California Community Colleges shall host and provide an on-line Kern County area Nursing Resource Center (www.BakersfieldNRC.org) website w/ Centralized Clinical Placement System and centralized Faculty Resource Center to serve the greater Kern County region. Upon completion and set-up of the Bakersfield NRC website and College's acceptance and use thereof, College shall pay Contractor pursuant to Exhibit B (set-up and implementation fee \$20,000, recurring fees \$975 per user site, additional training and/or other expenses \$1,000 per trainer plus actual travel and related costs total not to exceed 417,000. User group Training included in set-up fee and Maintenance and Support included in annual fee.</p>	E	\$17,000.00	08/08/08
<p>unknown</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of <b>Cerro Coso College</b>, and the General Educational Development Testing Service (GED) of the American Council on Education and the State of California.</p>	E	\$1,015.00	08/08/08
<p>This Agreement may be terminated at any time by the District with or without cause upon written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall at the option of the District become its property and shall be delivered to the District by Attorneys. If the District terminates this Agreement for any reason whatsoever, and if the District ultimately delivers the Refunding Certificates for the purposes described in this Agreement, the District shall pay Attorneys a fee for their services rendered to the date of termination. Such fee shall be equal to the total fee which would be due hereunder upon the delivery of the Refunding Certificates, pro rated based on the percentage of the services actually rendered, as such percentage is reasonably estimated by Attorneys.</p>	<p>Agreement between KCCD and Jones Hall, a professional law corporation. Jones Hall will provide legal services in regard to the 2007 Refunding Certificates of Participation.</p>	E	\$1% of first \$1 mil par amt of Refunding Cert., plus 1/2% of next \$10 mil par amt of Refunding Cert, plus 1/10% of remaining par amt of Refunding Cert, plus out of pocket expenses not to exceed \$3,500	12/13/07
<p>unknown</p>	<p><b>RENEWAL</b> agreement between KCCD and Darrell Harris, Certified Public Accountant, as recommended in the Business Services Report. Darrell Harris will provide auditing services for KCCDs' Safety Repair improvement District funds and disbursements to and from the KCCD for the year ended June 30, 2007.</p>	E	\$4,000 plus add'l expenses not to exceed \$200	12/13/07

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
unknown	Agreement between the KCCD and Hershey Systems, Inc. Hershey Systems will provide short-term consulting services to assist KCCD in upgrading from Singularity 5 to Singularity 7, upgrading that database from MS SQL Server 2000 to SQL Server 2005 and implementing these changes on two new servers.	E	\$17,077.00	12/17/09
unknown	Agreement between the KCCD, on behalf of Bakersfield College Nursing Program (Contractor), and the Hospital Council of Northern and Central California (HCNCC). HCNCC agrees to pay \$5,000 to be allocated only to nursing students in the distance education program and utilized for either tutoring purposes or mentoring for the distance education nursing students. (this agreement shall become effective on the January 2, 2008 and shall terminate upon the completion of services and payment of all fees and compensation. (Under no circumstances shall the agreement continue beyond November 1, 2008 without prior HCNCC written approval.)	R	\$5,000.00	03/06/08
unknown	New grant award between the KCCD, on behalf of Bakersfield, Cerro Coso Community College, Porterville College, and Taft College as part of the West Kern Community College District, and the California Community Colleges Chancellor's Office, Economic Workforce Development Program-Industry Driven Regional Collaborative. The grant will provide cost effective training to produce the urgently needed skilled renewable energy workforce. The project responds to the critical need for a trained technical and skilled workforce to support explosive regional growth in utility and commercial scale wind, solar photovoltaic, solar thermal, geothermal and biomass installations to meet the growing demand for renewal energy in California. This allocation reflects a decreased amount due to State budget reductions.	R	\$313,817.00	08/13/09

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>This Agreement shall terminate immediately: (a) if either party serves written notice to the other of its desire to terminate for any reason; (b) if Subscriber defaults in making payment of the Subscription Fee provided in this Agreement and fails to remedy such default within sixty (60) days of notification in writing by Licensor; (c) if either party commits a material breach of any term of this Agreement and fails to remedy the breach within (60) days of notification in writing by the other party; (d) if the Subscriber commits a willful material breach of Licensor's copyright or other intellectual property rights; (e) if either party becomes insolvent or becomes subject to receivership or similar external administration; (f) if Licensor no longer posses the right to publish the Product or the Content therein contained.</p>	<p>Agreement between KCCD and Intelcom Intelligent Telecommunications. This is a District/Consortia membership with Intelcom for a new digital media service. Each college will be able to use the Intelcom Online Resources Network online database and service that provides video, text, still images, search pages, indexes, databases, and online tutorials to educational and other institutions through streaming and downloadable technology delivered via the Internet or a secured Intranet site.</p>	<p>N/A</p>	<p>N/A</p>	<p>08/08/08</p>
<p>Without Cause--Customer may terminate this Agreement during its term at any time without cause by providing Vendor at least thirty (30) days' notice of Customer's decision to terminate this Agreement without cause and by paying the termination fee described below in the section effect of expiration and termination. For Breach--Both Customer and Vendor may terminate this Agreement during its Term upon a failure of the other to cure a breach within thirty (30) days after receiving notice of the breach and of the noticing party's intention to terminate this Agreement if the breach is not cured within thirty (30) days.</p>	<p>Contract between KCCD and data Fusion Technologies, Inc. KCCD has been searching for a class scheduling system that integrates with Banner and provides a better interface for building an optimizing class schedules. A class scheduling application called Jigsaw was recently acquired by Data Fusion who is willing to work with KCCD to further develop the product to meet KCCD's class scheduling needs. Six mutually agreed upon development milestones have been defined with incremental costs associated with achieving each milestone.</p>	<p>E</p>	<p>\$29,995.00</p>	<p>02/01/07</p>
<p>Either party may terminate Agreement for the material breach of any covenant, term or condition of Agreement by the other party, its officers, agents or employees, provided the breach is not cured within twenty (20) calendar days for written notice thereof is presented to the non-terminating party. Either party may terminate this Agreement after thirty (30) calendar days notice to the other party. Should BC shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 7 "Compensation" herein. Notwithstanding any other provision of this agreement, either party hereto may terminate this agreement by service of thirty (30) days written notice to the other party in the manner set forth in Paragraph 14.</p>	<p><b>RENEWAL</b> agreement between the KCCD, on behalf of Bakersfield College, and the Kern County Superintendents of Schools/Community Connection for Child Care Services. This agreement's primary purpose is to provide child care services to BC students while they attain their educational goals. Funding for these services is contained in the BC CalWORKs allocation for the provision of child care services to eligible CalWORKs students. The allocation reflects a decreased amount due to State budget reductions. The contractor will invoice BC on a monthly basis for the cost of child care payment and support services (case management, accounting, and administrative expenditures).</p>	<p>E</p>	<p>\$680,000.00</p>	<p>08/13/09</p>

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
unknown	Statement of Work between the KCCD and Kern County Superintendent of schools (KCSOS). KCSOS will provide management, coordination and consulting services to aid KCCD in the installation of a new Microwave Network connection between the BC Delano Randolph and BC Delano Timmons sites. This new connection is required to address the networking needs of the growing BC Timmons site.	E	\$5,000.00	
Either Party may terminate this Agreement by providing ten (10) days prior written notice to the other Party. This Agreement any also be terminated at any time upon the occurrence of any of the following events: (a) The voluntary filing of a voluntary petition (or an involuntary petition that remains unstayed for 60 days) in bankruptcy against either Party to this Agreement. (b) The dissolution or insolvency of either Party. (c) In the event of the breach of this Agreement by either Party and the alleged breach is not cured within 30 days of receiving notice of breach from the non-breaching Party.	Loss Control Services Agreement between the KCCD, on behalf of Cerro Coso Community College, and Keenan & Associates. Keenan & Associates shall provide loss control services to staff. These loss control services shall be limited to the self-insurance risk program and will include one session on Office Ergonomics and one on Stress Management.	E	\$1,200.00	11/02/06
Either party may terminate this Agreement, with or without cause, upon thirty-day (30) prior written notice to the other party. In the event of termination of this Agreement for any reason, Mental Health shall have no further obligation to pay for any services rendered or expenses incurred by Bakersfield College after the effective date of the termination, and Bakersfield College shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.	<b>RENEWAL</b> agreement between the Kern Community College Bakersfield College provides office space to KCMHD to enhance the support and advocacy to students with psychiatric disabilities at Bakersfield College. The agreement provides 40 hours per week of services to students referred by KCMH. KCMHD will provide the services, salary and benefits of one full-time (40 hours per week) Mental Health staff person.	N/A	N/A	04/12/07

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Either party may terminate this Agreement within sixty (60) days' written notice, except those courses that are agreed to by both parties, fully enrolled, or in progress shall be completed as provided for herein.</p>	<p>Agreement provides for Bakersfield College to register Kern County Sheriff's employees as students under Title V of the Education Code.</p>	<p>R</p>	<p>not to exceed \$200,000</p>	<p>02/03/05</p>
<p>(8A) Termination - If LGTC fails to fulfill its obligations under this Agreement, LaserGrade will advise LGTC in writing. If LGTC has not corrected the failure within ten (10) days from the date of notice, LaserGrade has the immediate right to terminate this agreement, remove LaserGrade's software and any other Testing software under this agreement or its Exhibits, and terminate Testing services. If LaserGrade repossess any LaserGrade owned equipment or licensed products as provided by law, LGTC agrees to pay all costs and expenses of repossession including reasonable attorney's fees. LGTC's obligation to pay all accrued charges will survive this agreement. (B) If LGTC, in the sole discretion of LaserGrade, fails to meet LaserGrade's operating standards for testing Centers as set forth in Exhibit "A" attached hereto, LaserGrade may terminate this agreement upon ten (10) days prior written notice to LGTC. (C) Either party may terminate this agreement for any reason by giving the other written notice, sixty (60) days or more before the expiration date of this agreement. (see agreement for more information).</p>	<p>General testing service agreement between the KCCD, on behalf of Bakersfield College, and LaserGrade, L.P. Computer testing will be delivered via the internet and will be conducted in the Impact Lab located in the Finlinson Conference Center. Testing will be provided to Building contractors for HVAC, Electrical, Plumbing, etc. and will be done by appointment only. LaserGrade will collect all fees from applicants and Bakersfield College will receive revenue once a month. There is no expense to Bakersfield College. Estimated income \$7,000 yearly.</p>	<p>N/A</p>	<p>N/A</p>	<p>04/06/06</p>

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
This agreement may be terminated by either party with or without cause and for any or no reason upon sixty (60) days written notice to the other party.	Engagement Letter between the KCCD and Lehman Levi Papas & Sadler. As a joint venture Winning Moves and Lehman Levi Pappas & Sadler will provide consulting services to assist the District in seeking funding for a Renewable Energy Technician training program in the Kern, Tulare, Inyo, and Mono county region. The two firms will maximize strengths, skills, and relationships to assess the availability and feasibility of obtaining funds.	E	\$4,000 per mo.; Total = \$12,000	07/09/09
unknown	Agreement between the KCCD, on behalf of Bakersfield College, and Amy Marschak (Contractor), dba iwanthosphotos.com. Contractor will provide BC with photos documenting the graduation ceremony free of charge. Contractor will also provide the opportunity for each student to review a proof of their photo from the ceremony with an option to purchase. BC will provide a current list of student's addresses, from the ceremony with an option to purchase. BC will provide a current list of student's addresses, email addresses, and phone numbers in a digital format. Contractor will pay \$.50 per student who walks across the stage as long as the College has provided the correct student address information.	R	\$400.00 estimate	08/12/10
Without cause, either party may terminate this agreement after giving five (5) days prior written notice to the other of the intent to terminate without cause. The parties shall deal with each other in good faith during the five (5) day period after any notice of intent to terminate without cause has been given. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include: (a) material violation of this agreement; (b) any act exposing the other party to liability to others for personal injury or property damage; or (c) any unexpected or unforeseen occurrence which results in a cancellation, suspension, or postponement of the project or material change in the project objectives.	Contract between KCCD and Maverick Petroleum, Inc. Maverick Petroleum, Inc. will provide various services to the District including negotiation for the acquisition of mineral rights, negotiating contracts that provide for geological and geophysical investigation and surveys, negotiating contracts including mineral waiver agreements, conducting title curative and other duties which are customarily a part of the energy industry for oil and gas lease brokers.	E	\$75 per hr. plus travel expenses	12/13/07



Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.</p>	<p>Agreement between KCCD and Milburn &amp; Associates to provide facilitation services necessary to implement the Strategic Initiatives for Bakersfield College as defined in the Renegade 2012 Plan. BC will contract with Milburn &amp; Associates to develop and carry out a comprehensive implantation strategy for the Renegade 2012 Plan. A comprehensive implementation plan will direct the college and its constituents toward specific actions and activities combined with measurable outcomes and indicators that meet the spirit and intent of the 2012 Strategic Initiatives.</p>	E	not to exceed \$74,500	10/02/08
<p>Termination for cause - The District may terminate this agreement upon five (5) days written notice and be relieved of the payment of any consideration to the Consultant thereafter, should the Consultant fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant violates any of the covenants, conditions, or stipulations of this agreement. In the event of such termination, the possession and distribution of all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, and reports prepared by the consultant shall be governed by the provisions of section 6 and the consultant shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials. Termination for Convenience of Client - The District may terminate this agreement at any time by giving written notice to the consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In that event, the possession and distribution of all finished and unfinished documents and other materials shall be as described in section. If the agreement is terminated by the District as provided herein, the consultant shall be paid an amount equal to the total amount of compensation due the consultant for services rendered and expenses incurred up to the effective date of termination in accordance with the provisions of section 5, less compensation previously paid.</p>	<p>Agreement between the KCCD, on behalf of Bakersfield College, and the National Center for Developmental Education (NCDE) to provide professional services. NCDE will do an external review of BC's developmental education programs and services that target the developmental students. NCDE will also help BC revise its own ongoing activities in an effort to improve learning, retention and success for our students. Since NCDE was available for a new project, securing their service for both the external review and for follow-up training sessions was a logical step. This effort will also meet a need identified in the unit plan for Academic Development, support core initiatives in the BC Educational Master Plan, and complement the campus efforts underway regarding Foundations of Excellence.</p>	E	\$105,350.40	02/01/07
<p>unknown</p>	<p>StudentTracker agreement for postsecondary educational institutions with the National Student Clearinghouse and <b>Bakersfield College</b>. The National Student Clearinghouse provides a central repository for student enrollment data for approximately 95% of all postsecondary educational institutions. StudentTracker is an annual subscription service that provides secure access to identify matching records for our current and former students across the District. Institutional Researchers will use this service to study enrollment patterns and verify transfers to two and four-year institutions nationwide.</p>	E	\$737.00	11/02/06

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
unknown	StudentTracker agreement for postsecondary educational institutions with the National Student Clearinghouse and <b>Cerro Coso Community College</b> . The National Student Clearinghouse provides a central repository for student enrollment data for approximately 95% of all postsecondary educational institutions. StudentTracker is an annual subscription service that provides secure access to identify matching records for our current and former students across the District. Institutional Researchers will use this service to study enrollment patterns and verify transfers to two and four-year institutions nationwide.	E	\$226.00	11/02/06
unknown	StudentTracker agreement for postsecondary educational institutions with the National Student Clearinghouse and <b>Porterville College</b> . The National Student Clearinghouse provides a central repository for student enrollment data for approximately 95% of all postsecondary educational institutions. StudentTracker is an annual subscription service that provides secure access to identify matching records for our current and former students across the District. Institutional Researchers will use this service to study enrollment patterns and verify transfers to two and four-year institutions nationwide.	E	\$191.00	11/02/06
One party may terminate this Agreement prior to its expiration if the other party commits a material breach of this Agreement and fails to cure the breach within 15 days after written demand.	Contract Education Pricing Worksheet and Proposal Outline between the KCCD, on behalf of Cerro Coso Community College, and the Naval Air Warfare Center Weapons Division. CCCC will provide a customized Microsoft Office 2007 Training series through Contract Education for the Naval Air Warfare Center Weapons Division that provides software training that is required for the performance of their jobs. There will be 9 sessions total: on 3/10/11, (2) on 4/5/11, (2) on 6/14/11, (2) on 7/12/11, and (2) on 9/13/11.	R,E	R=21,960.00; E=9,416.52	03/10/11
Year ended June 30, 2009 -- \$54,000. Fees for the audits discussed will be in accordance with extension letter dated February 7, 2008.	Extended Agreement between KCCD and Nystrom and Company, Certified Public Accountants. Nystrom and Company, Certified Public Accountants will provide auditing services for the District excluding the four Foundations, for the year ended June 30, 2008 and year ended June 30, 2009.	E	\$54,000.00	03/06/08
The reserves the right to terminate attorneys upon written notice to attorneys. Attorneys reserve the right in their discretion to terminate this agreement at any time attorneys deem necessary or advisable upon thirty (30) days written notice to District.	Retainer agreement between KCCD and Parker & Covert LLP. Parker and Covert LLP will provide legal services to the district.	E	Attorneys-\$185.00 per hr.; Law clerks/paralegals-\$95.00 per hr.	02/01/07
unknown	<b>RENEWAL</b> of PLATO Software Support Contract - one year. <b>Porterville College's</b> PLATO Software Support Contract is due for renewal. This contract includes a support services hotline, product maintenance, notification of product updates, the updates themselves, and discounts on new products within the current license agreement. PLATO Learning software is the key component of PC's Learning Center lab offerings, serving over 500 students each semester in developmental math, reading and writing labs that equip them to progress in their post-secondary educations.	E	\$6,465.00	12/11/08

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
unknown	A new grant award between the KCCD, on behalf of Bakersfield College, and California Community College Chancellor's Office, for the Regional Online Nursing Resource Centers-Clinical Placement Grant. The purpose of this grant is to provide resources for college and hospital partners to develop and implement a nursing resource center (on-line clinical replacement tool) for use in scheduling nursing student's clinical placements. BC will be purchasing a portal from the Bay Area Nursing Resource Center (Foundation for California Community Colleges).	R	\$47,497.00	09/06/07
unknown	New grant award between the KCCD and the California Community College Chancellor's Office for the Economic and Workforce Development Program, Rural Opportunities Studies. The purpose of the grant is to hire consultants with expertise in environmental scanning, collecting, compiling, and analyzing business and industry data for the entire region. The data will be made available to staff via a web-based query and reporting tool and will create baseline data on economic conditions by industry and location to be used in vocational program review.	R	\$41,666.00	09/06/07
unknown	Partnership agreement between the KCCD, on behalf of Cerro Coso Community College, and the Advanced Transportation Technology and Energy Program (ATTE) at San Diego Miramar College. ATTE will provide overall coordination and payment of the one week faculty technical training program covering utility wind technician curriculum. ATTE will organize the attendees lists (up to 30 attendees), travel arrangements for attendees and the trainers. CCC will provide the facilities and meals arrangements (lunch/dinners) for 30 attendees/trainers for a cost of \$7500.	R, E	R=\$7,500; E-\$7,500	08/08/08
unknown	Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and San Francisco Community College District, California Early Childhood Mentor Program. Mentor programs that serve <u>large geographical areas</u> face unique challenges in providing mentoring services and convening Mentor and Director Seminars and selection Committee Meetings. This Supplemental Funding will be used to pay for travel costs related to reaching out to a community in which driving distances may be great. <b>(See Supplemental below)</b>	R	\$2,407.17	11/06/08
unknown	Supplemental Support Funding Agreement for Large Area Programs between the KCCD, on behalf of <b>Bakersfield College</b> , and the San Francisco Community College District, California Early Childhood Mentor Program. Mentor programs that serve <u>large geographical areas</u> face unique challenges in providing mentoring services and convening Mentor and Director Seminars, Selection Committee Meetings, and Adult Supervisions courses. This Supplemental Funding for Large Area programs will be used to pay for travel costs for mentors traveling from outlying areas to attend Mentor Seminars. This funding will increase Mentor Seminar attendance.	R	\$381.02	02/05/10

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
unknown	Supplemental Support Funding Agreement between the KCCD, on behalf of <b>Bakersfield College</b> , and San Francisco Community College District, California Early Childhood Mentor Program. This Supplemental Support Funding for the Director Mentor component will be used to encourage experienced Early Childhood Education administrators to attend one of the half-day sessions, outreach in Kern County for proteges as well as Director Mentor potential applicants and for building a database/mailling list of potential proteges and Director Mentors.	R	\$1,000.00	12/11/08
Customer may terminate this agreement or disconnect, in whole or in part, any service hereunder at any time and without cause upon written notice to SBC. If this occurs during the applicable term commitment, SBC will compute the termination charges according to the following formula and render a bill to customer, which customer agrees to pay within 30 days.	Agreement between KCCD and SBC DataComm Company. It changes KCCD's current Long Distance telephone service contract from month to month to a three year (3) term. This change will save KCCD approximately twenty (20) percent in Long Distance telephone charges. The estimated not-to-exceed annual cost to the District is \$15,000.	E	not to exceed \$15,000	08/04/05
unknown	<b>RENEWAL</b> A Staffing Vendor and Hold Harmless Agreement between the KCCD, on behalf of Cerro Coso Community College, and Sierra Employment Services. This agreement allows for CCCC to use temporary employment agency services on an as needed basis. The agency requires a hold harmless agreement to be on file in the event that CCCC would need temporary employment services throughout the year.	E	\$17.14 - \$31.16 per hr.	12/13/07
Minimum contract term is one (1) year. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Section 17596 (K012) and 81644 (Community Colleges.). Subject to the provisions above, and pursuant to Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to (4) additional one (1) year increments (total potential bid life of 5 years from Board of Education award).	Proposal for Eastern Sierra College Center - Mammoth Site to purchase furniture that includes delivery, installation and sales tax in the amount of \$331,257.98. Proposal for Eastern Sierra College Center - Bishop Site to purchase furniture that includes delivery, installation and sales tax in the amount of \$426,903.35.	E	\$758,161.33	04/14/05
The District retains the right to cancel the services that are offered under this agreement no later than 14 days before the first business counseling session. If the District cancels the agreement, the Recipient shall not be liable for any payments to the District. The Recipient retains the right to cancel no later than 14 days before the first business counseling session. If the Recipient cancels the agreement, the recipient shall not be liable for any payments to the District.	Agreement between the KCCD, on behalf of the Bakersfield College Small Business Development Center, and the City of <b>Shafter</b> . BC Small Business Development Center will provide comprehensive business counseling services to the City of Shafter.	R	\$3,000.00	08/08/08

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>The District retains the right to cancel the services that are offered under this agreement no later than 14 days before the first business counseling session. If the District cancels the agreement, the Recipient shall not be liable for any payments to the District. The Recipient retains the right to cancel no later than 14 days before the first business counseling session. If the Recipient cancels the agreement, the recipient shall not be liable for any payments to the District.</p>	<p>Agreement between the KCCCD, on behalf of the Bakersfield College Small Business Development Center, and the City of <b>Delano</b>. BC Small Business Development Center will provide comprehensive business counseling services to the City of Delano.</p>	R	\$3,000.00	08/08/08
<p>Either party may terminate this agreement at any time by giving the other party ten days prior written notice, provided that in such event District shall be entitled to payment for those Business Services rendered through the date of termination, provided satisfactory to City chargeable at the rate of \$14.42 per hour.</p>	<p>Agreement between the KCCCD, on behalf of the Bakersfield College Small Business Development Center, and the City of <b>Tehachapi</b>. BC Small Business Development Center will provide comprehensive business counseling services to the City of Tehachapi.</p>	R	\$3,000.00	08/08/08
<p>Either party may terminate this agreement with or without cause upon providing 10 days' advance oral or written notification.</p>	<p>Letter of Mutual Cooperation between Cerritos College Southland/Cerritos Center for Transportation Technologies (SCCTT) and Cerro Coso Community College District (Kern Community College District). In the interest of expanding offerings and related to the California State Advanced Transportation Technology and Energy Initiative, (ATTEI), Southland/Cerritos Center for Transportation Technology (SCCTT) will provide Cerro Coso College with necessary curriculum, materials and surplus cars that will expedite the growth in the implementation of these programs will also be available in conjunction with the continuing support of the ATTE initiative.</p>		unknown	11/01/07
<p>unknown</p>	<p>New grant funding on behalf of Cerro Coso Community College from the California Community Colleges Chancellor's Office. Cerro Coso Community College, Sands Unified School District, Naval Air Warfare Center Weapons Division - China Lake, and other local organizations in the Indian Wells Valley and its extended service area have formed a partnership in implementing a strong Career Technical Education (CTE) program. This project addresses the urgent demand for highly qualified engineers, technicians, and other trained workers in technology rich environments, in the local, state and national work forces. Implementing of a pre-engineering program called Project Lead The Way (PLTW) will be offered at Burroughs High School starting in the fall of 2007 to create a strong system of support for students starting in 8th grade through college. PLTW will be expanded to include the full sequence of four courses though the course of this grant to provide a seamless transition into the community college or university system in engineering, engineering technology and renewable energy fields. In addition to training students to enter the workforce, high school and community college teachers will be trained to teach the PLTW classes in San Diego during a summer training program.</p>	R	\$250,000.00	06/14/07

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>(b) termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.5. Section 3.5. Termination of Lease Term. The Lease term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to such Lease.</p>	<p>Master Lease agreement between Suntrust Equipment Finance &amp; Leasing Corp., and KCCD.</p>	<p>unknown</p>	<p>unknown</p>	<p>unknown</p>
<p>unknown</p>	<p><b>RENEWAL</b> Service Agreement between the KCCD, on behalf of Cerro Coso Community College, and the 3M Library Systems. This agreement provides for labor and parts necessary to maintain the library security detection system and accompanying equipment.</p>	<p>E</p>	<p>\$2,368.00</p>	<p>10/01/09</p>

Contract Termination Provisions	Type of Service What does the Agmt do?	Rev (R) or Exp (E)	Dollar Amt (\$)	Board Approval Date
<p>Either party may terminate this SOW at any time with or without cause upon five (5) days prior written notice to the other party. Upon termination of this SOW, Company shall immediately cease using any Trend Micro deliverables, hardware, or Service, and Trend Micro shall stop making the deliverables, hardware, and service available to Customer. Upon termination of this SOW, any provision of this SOW which contemplates performance subsequent to any termination, or expiration of this SOW shall survive any termination or expiration of this SOW and continue in full force and effect.</p>	<p>Statement of Work between the KCCD and Trend Micro, Inc. Trend Micro, Inc will provide the following consulting services: (1) Review KCCD's deployment and use of Trend Micro's Anti-Virus software (2) Provide recommendations for improving the use of Trend Micro's Anti-Virus software (3) Provide training to KCCD IT staff on Anti-Virus mitigation and workstation protection strategies.</p>	E	Not to exceed \$1,900	12/17/09
<p>unknown</p>	<p>Grant allows the BC Child Development Centers to expand full day child care services to low income parents who are working and attending school. The funds will also be utilized to increase the number of slots available for infant and toddler care.</p>	R	\$65,046.00	08/03/06
<p>This agreement may be terminated by either party with or without cause and for any or no reason upon (30) days written notice to the other party.</p>	<p>Proposal between the KCCD and Winning Moves. As a joint venture Winning Moves and Lehman Levi Pappas &amp; Sadler will provide consulting services to assist the District in seeking funding for a Renewable Energy Technician training program in the Kern, Tulare, Inyo, and Mono county region. The two firms will maximize strengths, skills, and relationships to assess the availability and feasibility of obtaining funds.</p>	E	\$12,000.00	07/09/09

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Eddie Alvarado	5137	unknown	



Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Eddie Alvarado	5137	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,00,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in the section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>	
Amber Chiang	4256	unknown	
Amber Chiang	4256	unknown	
Amber Chiang	4256	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Amber Chiang	4256	unknown	
Bonnie Suderman	4202	unknown	
Deanna Campbell	4256	unknown	
Deanna Campbell	4256	unknown	
Amber Chiang	4258	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Tarina Perry/Bonnie Suderman	4518/4202	unknown	
Thomas Burke	5124	At present AFC does not carry professional liability insurance. Because of the unique nature of our services, we have found it difficult to find an insurance carrier that would provide coverage for the specific scope of work that we provide. We currently carry \$1,0 M in automobile and general liability insurance. AFC, therefore, limits its liability, if any arising from the performance of the professional services described in this proposal, to the amount of fees paid by the Owner. Liability Insurance - Consultant shall at all times during the term of this Contract, keep in force commercial general liability insurance in the amount of \$1,000,000, and commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence and shall provide the District with an Additional Named Insured Endorsement. Coverage shall be on an occurrence form.	
Tom Burke	5124	unknown	
		The Contractor shall maintain <u>Workers Comp, state disability</u> insurance, sufficient <u>comprehensive general liability</u> insurance and other such insurance as the KCCD may reasonably request. Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this agreement and shall provide a certificate of insurance and policy endorsement naming KCCD as additional insured. Contractor shall maintain in full force during the term of this agreement, at contractor's expense, a policy of <u>general liability insurance in the minimum amount of one-million dollars</u> per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees or representatives.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Tom Burke	5124	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>	
Lisa Couch		unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Patricia Rapp / Joyce Coleman	4614	<p>(A) Contractor shall obtain, pay for and maintain in effect during the life of agreement: (1) general liability insurance with minimum coverage limits of \$1,000,000 per occurrence; (2) automobile liability insurance as required by state law; (3) professional liability insurance (malpractice) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by state law. (B) Contractor shall furnish KCCD with a certificate or certificates of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy. (C) On expiration or termination of this Agreement, Contractor shall provide on going professional liability insurance, with KCCD named as additional insured, to cover errors and omissions occurring during the life of the Agreement, regardless of when claims arise based on those errors or omissions.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Cornelio Rodriguez	4597	<p>District shall furnish to College prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for District with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate: and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. (a) The certificate of insurance shall provide: (i) that the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the College; (ii) That the KCCD, the KCCD Trustees, the College, and the employees, officers, and agents of each of them, are included as additional insured, but only insofar as the operations under this contract are concerned; (iii) That KCCD, the KCCD Trustees, and the College, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy. (b) District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, District agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the University and District agrees that no work or services shall be performed prior to the giving of such approval. In the event District fails to keep in effect at all times insurance coverage as herein provided, University may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.</p>	
Ann Beheler	2307	<p>Both parties shall obtain, pay for and maintain in effect during the life of this agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) <u>commercial general liability insurance</u> (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) <u>commercial automobile liability insurance</u> for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) <u>professional liability insurance</u> (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this agreement.</p>	
Bill Kelly	4097	<p>KCCD will provide property insurance not to exceed \$5,000 while the Tillage/Soil Ripper is in the possession of the district.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Ann Boyce	5013	unknown	
Ann Boyce	5013	unknown	
Maria Roman, Steve Schultz	2218	unknown	
Debbie Moberg	4651	Liability with respect to property damage or personal injury arising out of or connected with services performed under this agreement is limited strictly to that imposed by common law, and is no contract imposing any greater degree of liability on Carney's.	
Sandra Serrano	5104	The contractor shall maintain WC insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions b the Contractor or his/her agents, employees or representatives. Contractor agrees to provide all necessary WC insurance for Consultant's employees, if any, at Consultant's own cost and expense.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Abe Ali (Victor Collins)	5141	unknown	
Carol Brown	2316	N/A	
Stephen Kegley	5125	unknown	
Stephen Kegley	5125	unknown	
Stephen Kegley	5125	unknown	
Stephen Kegley	5125	<p>Lessee shall keep the property insured against all risks of loss or damage from any cause whatsoever for not less than the full replacement value thereof. The amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a co-insurer. Lessee shall carry public liability insurance, both personal injury and property damage, covering the Property. All such insurance shall be in form and with companies satisfactory to Lessor, and shall name Lessor and its Assignee, as Loss Payee as its interest may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. Lessee shall pay the premiums for such insurance and upon request deliver to Lessor satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable, as a result of loss or damage to any item of Property, shall be applied to satisfy Lessee's obligation as set forth in Paragraph 12. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact, to make a claim for, receive payment of and execute and endorse all documents, checks or drafts, received in payment for loss or damage under any such insurance policy.</p>	



Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Stephen Kegley	5125	unknown	
Bonnie Suderman	4202	unknown	
Bonnie Suderman	4202	unknown	
Bonnie Suderman	4202	unknown	
Bonnie Suderman	4202	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Eddie Alvarado	5137	unknown	
Patrick Coyle	4057	unknown	
Patrick Coyle	4057	Each party agrees to maintain sufficient insurance to adequately protect the respective interests of the parties hereto. The limits of coverage, as mutually agreed among the parties, will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Antonia Ecung (was formerly handled by Kathleen Bennett)	2459	Both parties acknowledge that they are self insured and are not required to provide any other insurance, however, if there is a change in either party's self insured status, that party shall provide written notice to the other party within 10 days.	
John Means	5036	unknown	
Gale Lebsock	6215	liability insurance - \$250,000/\$500,000 and property damage - \$100,000 . Policy shall contain an express provision that the district shall be given written notice at least sixty (60) days in advance of any modification or any termination of the policy. The contractor shall provide WC insurance for all of his/her employees engaged in work under the contract, and, in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide WC for all the latter's employees.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Valerie Lombardi	2366	Certificate of insurance is required referenced contract prior to commencement of work stating that there is liability insurance presently in effect with a combined single limit (CSL) of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with minimum coverage of \$1,000,000 per occurrence. Certificate of Insurance must provide that (A) Insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State; (B) the State of California, the Trustees of the California State University, the University and the employees, officers and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned and (C) that the State, the Trustees, and the University, and the employees, officers and agents of each of the will not be responsible for any premiums of assessments on the policy; and (D) Proof of Workers Comp.	
Tom Burke	5124	unknown	
Eddie Alvarado	5137	unknown	
David Palinsky	5170	unknown	
Ed Knudson	4305	During the term of this rental agreement, customer will be responsible for any damage to the Equipment. Customer will keep the Equipment insured for at least its full value against loss by fire and the extended coverage perils. Full value means the suggested selling price plus freight less depreciation. Ecolab will be entitled to all proceeds paid under the insurance. Customer will also be solely liable for all claims including, but not limited to, WC claims resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. Upon termination of this agreement, customer agrees to return the equipment in as good a condition as when received, reasonable wear and tear excepted.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Cindy Collier	4282	unknown	
Tom Burke	5124	unknown	
Antonia Ecung	2308	unknown	
Maria Roman, Steve Schultz	2218	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Kailani Knutson / Bill Henry	2435 / 2459	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact Insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under this indemnification provisions of this Agreement.</p>	
Terri Hicks / John Means	5012 / 5036	<p>Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or materials change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Mildred Lovato (Don Turney)	4204	<p>Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company admitted to do business in California or otherwise satisfactory to District: (1) <u>general liability insurance</u> with minimum coverage limits of \$1,000,000 per occurrence; (2) <u>automobile liability insurance</u> as required by State law; (3) <u>professional liability insurance</u> (malpractice) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) <u>WC insurance</u> as required under state law. Contractor shall furnish KCCD with a certificate or certificates of insurance containing the endorsements required under this section, and KCCD shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with KCCD a certified copy of the required new or renewal policy and certificates for such policy.</p>	
Tom Burke	5124	<p><b>Exhibit 2 to Master Agreement</b> -- Architect shall maintain in full force and effect, at its sole cost and expense, from the time this Agreement is entered into until the date of acceptance of the work by Owner, insurance as set forth in this article. All insurance provided for under this article shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate. WC - \$1,000,000. Commercial general liability insurance - not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Professional liability insurance coverage of \$1,000,000. In addition to items 12.1, 12.2 and 12.3, owner may require Architect to obtain a non-cancelable policy of Project insurance for a duration of three years after completion of the Project. If owner requires Architect to obtain Project insurance, such insurance shall begin when construction begins, at which time Architect shall provide evidence of the existence of such policy to Owner. The cost of such insurance shall be borne by Owner.</p>	
Hamid Eydgahi	4921	<p>The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Hamid Eydgahi	4921	The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.	
Dennis Jorgensen, Hamid Eydgahi	4094, 4921	The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.	



Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Cindy Collier	4282	Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Besting Rating of A-VII or higher; (i) <u>Commercial General Liability insurance</u> naming College and the College's Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury, broad from property damage and blanket contractual liability, written on an "occurrence" basis; (ii) <u>Professional Liability Insurance</u> with limits of not less than One Million Dollars (\$1,000,000); (iii) <u>Employer's Liability</u> with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) <u>WC insurance</u> as required by statutory insurance requirement of the State of California; and (v) <u>Automobile Liability</u> covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).	
Jeannine Moline	6219	unknown	
Tom Burke	5124	unknown	
Tom Burke	5124	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
David Palinsky	5170	unknown	
Cindy Collier	4282	unknown	
John Means	5036	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Bonnie Suderman	4610	unknown	
David Palinsky	5170		
Sharon Adams	4316	<p>Each party, in order to protect the other party and its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of its actions in connection with the performance of its obligations, as required by this Agreement, shall secure and maintain insurance as described below. Each party shall be responsible for any deductibles under all required insurance policies. (a) <u>WC</u> - each party shall submit written proof that the party is insured against liability for Workers' code. (b) <u>Liability Insurance Requirements</u>: (1) <u>Commercial General Liability insurance</u>. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of One Million Dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. (2) <u>Automobile Liability insurance</u> with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all owned, hired and non-owned vehicles and shall be provided by a business or commercial vehicle policy.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Eddie Alvarado	5137	unknown	
Mary Retterer	6212	unknown	
Angelica Gomez	4334	<p><u>Workers' Compensation</u> - Both parties shall maintain employer's liability insurance with limits of One million dollars (\$1,000,000) for bodily injury or disease. <u>Liability Insurance requirements</u> -- insurance coverage shall have minimum limits for Bodily Injury and Property Damage Liability of one million dollars (\$1,000,000.00) each occurrence and Two million dollars (\$2,000,000.00) aggregate. <u>Automobile Liability Insurance</u> -- (including bodily injury and death) One million dollars (\$1,000,000.00) combined single limit for each occurrence. <u>Mental Health(Errors and Omissions) insurance</u> --with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Mildred Lovato	4204	unknown	
Sue Vaughn	4049	(a) <u>General Liability</u> -- During the term of this agreement, including any renewal or extension thereof, LGTC will maintain a Commercial General Liability Insurance policy, which policy will include Contractual Liability coverage applying to this agreement. Such policy will provide a combined limit of at least 41,000,000 each occurrence, and will include LaserGrade as additional insured thereunder. (b) <u>Evidence of Insurance</u> -- Within thirty (30) days of the LGTC's signing of this agreement, LGTC shall furnish LaserGrade with a standard insurance certificate evidencing the insurance coverage required and providing that LaserGrade will be given at least fifteen (15) days prior written notice of policy cancellation or modification. LGTC cannot begin administering Tests until LaserGrade has received this certificate.	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Sally Errea/John Means	5108 / 5036	<p>The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain in full force during the time of this Agreement, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees or representatives. Contractor shall provide evidence of such coverage upon execution of this Agreement. Contractor agrees to provide all necessary Worker's Compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.</p>	
Sue Vaughn	4049	<p>Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-.VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each policy shall contain an endorsement naming District as an additional insured insofar as this Contract is concerned, and provide that written notice shall be given to the District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Contractor's original insurance policies upon request.</p>	
Tom Burke	5124	<p>The Contractor shall maintain workers' compensation insurance and state disability insurance, if required by law, and sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain in full force during the term of this agreement, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the contractor or his/her agents, employees or representatives. Contractor shall provide evidence of such coverage upon execution of this agreement. Contractor agrees to provide all necessary Worker's Compensation insurance for consultant's employees, if any, at consultant's own cost and expense.</p>	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Greg Chamberlain	4211	<p>The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain, at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions by the Contractor or his/her agents, employees or representatives. Contractor agrees to provide all necessary Worker's compensation insurance for consult's employees, if any, at consultant's own cost and expense.</p>	
Patti Ross	4534	<p>(A) <u>Workers' Compensation insurance</u> with statutory limits as required by law. (B) <u>Commercial general liability insurance</u> with a combined single limit of not less than one million five hundred dollars (\$1,500,000) per occurrence, and \$1,500,000 aggregate. Such insurance shall include products/completed operations liability, owners and contractors protective, blanket contractual liability, personal injury liability and broad form property damage coverage. Such insurance shall name the District, its appointed and elected officials, and its officers and employees as insured and shall be primary with respect to any insurance of self-insurance programs maintained by the District. Such insurance shall contain standard cross liability provisions. (C) <u>Commercial automobile liability insurance</u> with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy. (D) <u>Professional liability (errors and omissions) insurance</u> with a limit of not less than one million dollars (\$1,000,000).</p>	
Marc Beam	5023	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Marc Beam	5023	unknown	
Marc Beam	5023	unknown	
Valerie Karnes/Rick Post	6261	unknown	
Tom Burke	5124	unknown	
Tom Burke	5124	unknown	
Antonia Ecung	2308	unknown	



Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Cindy Collier	4282	unknown	
Marc Beam	5023	unknown	
Jim Fay	6201	unknown	
Mary Halberg/Nan Gomez Heitzeberg	4737	unknown	
Mary Halberg/Nan Gomez Heitzeberg	4737	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Mary Halberg/Nan Gomez Heitzeberg	4737	unknown	
David Palinsky	5170	unknown	
		unknown	
Tom Burke	5124	unknown	
John Means	5036	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
John Means	5036	unknown	
John Means	5036	unknown	
Valerie Karnes	6261	unknown	
Valerie Karnes	(760)384-6258	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Tom Burke	5124	<p>Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons or damage to property arising out of or in any way connected to the equipment sufficient to project Lessor and/or assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related equipment schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the equipment or the applicable prepayment price of each equipment group. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. (see contract for more information)</p>	
Janet Wilson / Dennis VanderWerff	6137 / 6132	unknown	

Campus Contact Name	Campus Contact Phone/ Ext	Contract Insurance Req	Current Ins Certificates on file (Y/N)
Eddie Alvarado	5137	unknown	
Nan Gomez-Heitzeberg	4404	unknown	
Sally Errea/John Means	5108 / 5036	<p>The contractor shall maintain WC insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the KCCD may reasonably request. The Contractor agrees to hold KCCD harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming KCCD as additional insured. Contractor shall maintain at contractor's expense, a policy of general liability insurance in the minimum amount of one-million dollars per occurrence to cover any negligent acts or omissions b the Contractor or his/her agents, employees or representatives.</p> <p>Contractor agrees to provide all necessary WC insurance for Consultant's employees, if any, at Consultant's own cost and expense.</p>	

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>Accuvant will invoice Client for services performed on a fixed fee basis. Each invoice is due and payable within 30 days of invoice date. In addition to fees, Accuvant will invoice for, and Client agrees to pay, all reasonable travel and living expenses incurred by Accuvant personnel during the delivery of these services. If Client is unsatisfied with the performance of Accuvant during this project, Accuvant will work with the client to address any issues. If either party does not feel that it is possible to resolve those issues, Accuvant will disengage from the project and will not invoice the client for any services performed.</p>	<p>4.1. Non-Infringement. Accuvant covenants that it will, and it will cause its employees, consultants and subcontractors ("Accuvant Personnel") to perform their responsibilities and provide Services and Deliverables in a manner that does not infringe or misappropriate any patent, trademark, copyright or trade secret right of any third party. Accuvant covenants that it will either own or otherwise have sufficient rights to license to Client all of the Deliverables furnished by Accuvant in connection with the Services. If any Service or Deliverable does not conform to the covenant set forth in this Section 4(a), Accuvant may procure that right for Client to continue to use the original specifications. If the preceding remedies are not reasonably available, upon request by Client, Accuvant will refund the price paid for the infringing portion of the Services and refund the price paid for infringing Deliverables that are returned to Accuvant. Client covenants that it owns or otherwise</p>	not included	KCCD	5/28/2009	<p>Response: Will NOT be renewed. This was for a specific project. Is not a recurring agreement.</p>

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all third party claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability for personal injury, death at any time and tangible property damage.	(4.1) Non-Infringement. Accuvant covenants that it will, and it will cause its employees, consultants and subcontractors ("Accuvant Personnel") to perform their responsibilities and provide Services and Deliverables in a manner that does not infringe or misappropriate any patent, trademark, copyright or trade secret right of any third party. Accuvant covenants that it will either own or otherwise have sufficient rights to license to Client all of the Deliverables furnished by Accuvant in connection with the Services. If any Service or Deliverable does not conform to the covenant set forth in this Section 4(a), Accuvant may procure the right for Client to continue to use the results of the Service or Deliverable, or my re-perform the Service or replace the Deliverable so that it is non-infringing and meets the original specifications. If the preceding remedies are not reasonably available, upon request by Client, Accuvant will refund the price paid for the infringing portion of the Services and refund the price paid for infringing Deliverables that are returned to Accuvant. Client covenants that it owns or otherwise has sufficient rights to furnish Accuvant all data and other information and materials furnished by Client to Accuvant in connection with the Services or Deliverables. (4.2) Work Standards. (4.3) Client Cooperation. (4.4) Security and Safety. (See Agreement for more information on 4.2, 4.3 and 4.4.		KCCD	8/11/2011	entered 5/4/11 email 8/11/11--Response: upgrade was completed 3/7/11 per C.Munoz
unknown	unknown	not included	BC	1/5/2010	Response: Contract will NOT be renewed.
unknown	unknown	not included	BC	4/22/2010	Response: Will NOT be renewed.
Participant shall defend, indemnify, and reimburse Hobsons to the extent permitted by law for all costs, including reasonable attorney fees in any claims of infringement, misuse, or other violation of law arising from the use of Participant's material. Participant shall have the right to control the defense of such claims.	unknown	not included	BC	12/14/2009	Response: The contract will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC		(90-day written notice to terminate the service effective November 15,2010 was submitted)
unknown	unknown	not included	BC	12/14/2009	Renewal does NOT require an authorized signature to purchase on behalf of company. File can be moved to inactive per Gloria.
unknown	unknown	not included	CC	4/22/2010	Response: will NOT be renewed.
unknown	unknown	not included	CC	4/22/2010	Response: will NOT be renewed.
Agency and Advertiser hereby agree to defend, indemnify and hold SmartLite harmless against all liability, including, without limitation, claims, demands, obligations, costs, expenses, damages, penalties, fines and charges, together with reasonable attorney's fees and disbursements, arising out of a breach or alleged breach by Agency and/or Advertiser of this contract, or arising out of or resulting from the content of the advertising materials, art or copy furnished to SmartLite by Agency or Advertiser, including but not limited to is display, production and/or the use of such content by SmartLite.	unknown	not included	BC	12/14/2009	Response: The contract will NOT be renewed.



Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC	3/30/2010	Response: Agreement will NOT be renewed.
Consultant agrees to indemnify and hold harmless the District, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney fees, arising out of the negligent acts, errors or omissions of the Consultant. District agrees to indemnify and hold harmless the Consultant, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney fees, arising out of the negligent acts, errors or omission of the District.	unknown	not included	KCCD	10/14/2011	entered 6/28/10 -- Per T.Burke, No renewal ONE TIME only.
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	KCCD		

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.	unknown	not included	KCCD	10/14/2011	Entered 4/12/10 -- Per T.Burke, No Renewal (One Time only)
unknown	unknown	not included	PC	10/14/2011	entered 4/28/11 -- Per T.Burke, No Renewal (One Time only)

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>Contractor agrees to defend, hold harmless, and indemnify KCCD (and KCCD's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Contractor's breach of the terms of this agreement or by Contractor's breach of the terms of this agreement or by Contractor's act or omission in providing services undertaking work on KCCD's premises. In the event that any action or proceeding is brought against KCCD by reason of any claim or demand discussed in this section, upon notice from KCCD, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to KCCD. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. Contractor's obligations to provide indemnity under this section shall apply regardless of whether KCCD (or any of its officers, employees, trustees or agents) are actively or passively negligent. However, Contractor shall not be required to provide indemnity with respect to any loss, liability, fine penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of KCCD, its officers, employees, trustees or agents.</p>	unknown	not included	KCCD		<p>(A 90 day notice of termination was given effective March 1, 2010. Agreement will be active until May 31, 2010).</p>

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>The KCCD, the KCCD Trustees, BC, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. The District, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence, active or passive, of their respective officers, agents and employees.</p>	unknown	not included	BC	12/14/2009	<p>Response: Agreement will NOT be renewed. However, in the future, may resubmit for a new Agreement.</p>
<p>Client guarantees to Blare Media that all materials provided to Blare Media re in compliance with appropriate copyright laws. Both parties agree to indemnify and hold harmless each other against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.</p>	unknown	not included	PC	9/22/2010	<p>response from Camille Anderson - contract ended.</p>
unknown	unknown	not included	BC	12/14/2009	<p>Response: Agreement will NOT be renewed.</p>

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	KCCD	12/8/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	KCCD	12/8/2009	Response: Agreement will NOT be renewed.
Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Endowment, its officers, directors, employees, or agents.	unknown	not included	PC	9/22/2010	Response: Will not be renewed.
unknown	No warranties; limitation of liability.	not included	BC	9/22/2010	Response: No longer using this printer. Final payment May 22, 2010
Contractor represents that he/she has the skill, knowledge and expertise to complete the contract and agrees to indemnify, defend and hold the District harmless from any injury of liability caused by the acts or omissions of the Consultant and their agents, employees and representatives.	unknown	not included	KCCD	2/1/2010	Response: Agreement will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	KCCD	8/13/2009	Response: Agreement will NOT be renewed.
unknown	N/A	not included	PC	12/14/2009	Response: Grant will NOT be renewed.
unknown	unknown	not included	KCCD		STOPPED
unknown	unknown	not included	KCCD		STOPPED
unknown	unknown	not included	KCCD		STOPPED
<p>Lessee shall and does hereby agree to indemnify and save Lessor, its agents, servants, successors, and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Lessee), maintenance, delivery and return of the Property. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of the Lease.</p>	unknown	not included	KCCD		STOPPED

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
Each party, in recognition of valuable consideration it received, shall indemnify, defend and hold the other party and their officers, agents and employees harmless from an against any and all claims, demands, liability, penalties, damages, costs or expenses asserted by a third party resulting from, arising out of, or incurred in connection with the indemnifying party's: (i) gross negligence or willful misconduct; (ii) failure to comply with applicable law; or (iii) failure to comply with the terms of agreement.	unknown	not included	KCCD	8/18/2010; 8/11/2011	8/18/10-Per Stephen Kegley-BC BOOKSTORE still using this program; 8/11/2011--Per D.Martin-Contract terminated
Licensee hereby accepts each of the various Telecourses licensed by CCCD in their present form and condition and hereby releases and discharges CCCD and each of its trustees, employees, agents and representatives from any and all liability arising out of or in connection with Licensee's use of any of the various Telecourses licensed by it and Licensee, to the extent permitted by law, shall defend, indemnify and hold CCCD and its respective trustees, employees, agents, and representatives free and harmless from and against all claims, liabilities, loss, and expense, including reasonable attorney's fees and court costs which may arise because of the negligence, misconduct or other fault of licensee or in any way resulting from Licensee's performance of its obligations under this agreement or licensee's use of the telecourses.	unknown	not included	BC	1/10/2012	updated 3/15/11; 1/10/12 Per Nan Gomez-Heitzeberg--discussions in process regarding a new contract.
unknown	unknown	not included	BC	1/10/2012	updated 3/15/11; 1/10/12 Per Nan Gomez-Heitzeberg--discussions in process regarding a new contract.
unknown	unknown	not included	BC	1/10/2012	updated 3/15/11; 1/10/12 Per Nan Gomez-Heitzeberg--discussions in process regarding a new contract.
unknown	unknown	not included	BC	1/10/2012	updated 3/15/11; 1/10/12 Per Nan Gomez-Heitzeberg--discussions in process regarding a new contract.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	KCCD, Delano Center	12/14/2009	Response: Statement of Work will NOT be renewed.
unknown	unknown	not included	BC		expired - new agreement on database
Both parties agree to defend, indemnify, and hold harmless the other party from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees related to (i) material breach of agreement (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the rights conveyed herein, and (iii) all claims, demands or litigation alleging that any of the College Marks violates or infringes on trademarks, trade names, copyrights, or other proprietary rights provided that such trade names, trademarks, and copyrights have been used in the exact manner provided by Account, with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.	unknown	not included	KCCD, BC	1/13/2010	



Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>COS and PC shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of COS or PC or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, or any claims made against either party alleging civil rights violation by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts omissions occurring under this agreement or any extension of this agreement.</p>	unknown	not included	PC	12/15/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	District	12/8/2009	grant ended
<p>The district shall not be responsible for damage or losses, regardless of cause, to any and all property and personnel of the Contractor. Contractor agrees to defend, hold harmless and indemnify the district (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the contractor's acts or omissions in connection with performance of the terms of this agreement.</p>			CC	12/15/2009	Response from Joann Clark: The contract will NOT be renewed. Outsourcing is now Gale Lebsock's responsibility.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	SimMan Five (5) years (includes Four (4) year extended warranty) Vital Sim Products including Manikins: Three (3) years (includes two (2) year extended warranty) Third party products: 90 days warranty.	not included	PC	2/3/2010	Response: Agreement will NOT be renewed. Still order from vendor but not related to this specific contract.
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed. (There is another contract under Dale Scott & Co.)
unknown	unknown	not included	KCCD	8/5/2010	Response from C. Munoz: The work was approved for payment on May 11, 2010 so the work would have been completed just prior to that period.
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed. This was a one-time engagement.
Sysco is not liable to Customer for any liabilities, losses or damages (whether general, special, incidental or consequential damages) arising from the use of a related to the Equipment or any negligent act or omission of Customer, Customer's employees, or Customer's agents. Customer agrees to hold Sysco harmless from and against all claims, damages, liabilities, costs and expenses arising out of the use of related to the Equipment by Customer, its employees or authorized agents.	unknown	not included	BC		no activity

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	N/A	not included	BC	12/14/2009	Response: Grant will NOT be renewed.
unknown	unknown	not included	District	10/14/2011	Per T. Burke, No Renewal
unknown	ETUDES does not warrant superior performance of the application. Every effort will be made to ensure that the software is production-quality and operates at a high standard of performance.	Yes	PC	12/8/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	PC	1/10/2012	3/20/12 Per Steve Schultz-- based in part on the availability of similar career-related services that are available online for free, the student services staff recently discussed this and decided to NOT continue with the EUREKA contract.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	<p>Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement. In no event shall either party's liability of any kind include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.</p>	not included	PC		Updated 5/23/11
<p>Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contact, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.</p>	<p>Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement. In no event shall either party's liability of any kind include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.</p>	not included	PC	1/10/2012	entered 9/26/11

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>Contractor agrees to defend, hold harmless and indemnify KCCD (and KCCD's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Contractor's breach of the terms of this Agreement or by Contractor's act or omission in providing services or undertaking work on KCCD's premises. In the event that any action or proceeding is brought against KCCD by reason of any claim or demand discussed in this section, upon notice from KCCD. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made. Contractor's obligations to provide indemnity under this section shall apply regardless of whether KCCD (or any of its officers, employees, trustees or agents) are actively or passively negligent.</p>	unknown	not included	BC	2/26/2010	Response: Agreement will NOT be renewed.
<p><b>Exhibit 2 to Master Agreement</b> -- Architect shall assume the defense of, indemnify, and hold harmless Owner, Owner's Governing Board, each member of the Board, and Owner's officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Architect, its subcontractors, consultants, or employees in the performance of this Contract. Owner shall assume the defense of, indemnify, and hold harmless Architect, its officers and employees, from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Contract.</p>	unknown	not included	KCCD	10/14/2011	Per T. Burke, No Renewal
<p>The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or and other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon (a) The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and (b) The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.</p>	unknown	not included	BC	3/30/2010	1/28/12 Per Tom Burke-- CONTRACT IS NO LONGER NEEDED.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon (a) The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and (b) The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.</p>	unknown	not included	BC		<p>See Amendment # 2 below. 1/28/12 Per Tom Burke--CONTRACT IS NO LONGER NEEDED.</p>
<p>The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon (a) The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and (b) The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.</p>	unknown	not included	BC	1/10/2012	<p>updated 9/16/10; 1/28/12 Per Tom Burke--CONTRACT IS NO LONGER NEEDED.</p>

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>College agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceedings or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by College, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. Contractor agrees to hold harmless and indemnify College, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent acct or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by College. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. <b>(see Contract for more information.)</b></p>	unknown	not included	KCCD	2/14/2010	Response: Agreement will NOT be renewed.
unknown	unknown	not included	CC	12/8/2009	Response: CC Contract will NOT be renewed. (BC contract is still active)
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	KCCD	3/1/2010	Response: Statement of work was for a specific job which was completed.
<p>To the fullest extent of the law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by HCNCC, which approval shall not be unreasonably withheld), protect, and hold harmless, HCNCC, and the Fresno Area Workforce investment Corporation (FAWIC), and their officers, board members, attorneys, employees, volunteer and agents, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, court costs, and any and all other professional, expert, or consultants' fees and costs, which may arise from or in any manner relate (directly or indirectly) to the negligent and/or willful acts, errors and/or omissions of contractor, its principals, officers, agents, employees person(s) under the supervision of Contractor, vendors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performing any work or services to be provided under this Agreement.</p>	unknown	not included	BC	12/15/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	BC, CC, PC		Terminated per memo dated June 2, 2010, from Chancellor's Office, California Community Colleges.



Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>Subscriber shall indemnify, defend and hold harmless Licensor and the Southern California Consortium for Community College Television, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any use of the Product, the Website, or the Content and/or any breach of the warranties, representations, duties and covenants of Subscriber under this Agreement. (b) Licensor hereby warrants and represents that it is fully authorized to enter into and perform its obligations under this Agreement. Licensor shall indemnify, defend and hold harmless Subscriber from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from use of the Product, the Website, or the Content. Notwithstanding the foregoing, however, Subscriber acknowledges and agrees, on behalf of itself and its Authorized users, that Licensor shall have no liability (whether based in contract, tort, strict liability, or otherwise) for any indirect, incidental consequential or special damages arising out of or in any way connected with access to and/or use of the Product, the Website, or the Content, including but not limited to liability associated with any interruption in access and/or any viruses that may infect the equipment used by Subscriber and/or its Authorized Users.</p>	<p>Subscriber hereby warrants and represents that it is fully authorized to enter into and perform its obligations under this Agreement. Licensor hereby warrants and represents that it is fully authorized to enter into and perform its obligations under this Agreement.</p>	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed.
unknown	Vendor warrants that the Itemized Software and Vendor Upgrades will substantially conform to the Published Specifications.	not included	KCCD	12/8/2009	Response: Contract will NOT be renewed.
<p>Each party agrees to defend, indemnify and hold harmless the other party, its employees, officers, agents and representatives respecting any and all claims, suits, damages and penalties which arise out of the act or omission of the indemnifying party in connection with this Agreement, whether due to the active negligence, passive negligence, willful or intentional conduct, violation of law or other acts or omission of the indemnifying party.</p>	unknown	not included	BC	3/30/2010	No renewal after 6/30/10

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	Delano Ctr	12/14/2009	Response: Will NOT be renewed. SOW is only for a specific period.
<p>In the event that either party (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability from a person or entity that is not a Party to this Agreement (collectively, a "Third-Party Demand") as a result of its providing services or fulfilling its obligations under this Agreement and such Third-Party Demand is not a direct result of the negligence, willful misconduct or omission of such Party, then the other Party shall defend, indemnify and hold harmless the Party receiving the Party receiving the Third-Party Demand, its officers, agents and employees against all claims, demands, actions or costs (including reasonable attorneys' fees) incurred in resolving such Third-Party demand.</p>	unknown	not included	CC	2/1/2010	Response: Agreement will NOT be renewed.
<p>Bakersfield College shall indemnify Mental Health against any claim, demands, or liability arising from damage to property, and injuries to person, which may arise out of or because of Bakersfield College's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of Bakersfield College, its officers, agents, or employees. Mental Health shall indemnify, Bakersfield College against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of Mental Health's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of Mental Health, its officers, agents, or employees.</p>	unknown	not included	KCCD/BC	12/14/2009	Response: Agreement will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>The College shall indemnify, defend (upon written request of the Agency), and hold harmless the Agency, its officers, agents, employees, and officials from and against any and all losses, damages, liabilities, including any award of attorney fees, claims, or causes of action or other actions of every nature whatsoever, including physical damage to or destruction of property, including property of the Agency, and for physical injury to or death of any person, including the Agency's employees, agents, instructors, or subcontractors in the performance of this Agreement. The Agency shall indemnify, defend (upon written request of the College), and hold harmless the College, its officers, agents, employees, and officials from and against any and all losses, damages, liabilities, including any award of attorney fees, claims, or causes of action or other actions of every nature whatsoever, including physical damage to be destruction of property, including property of the College, and for physical injury to or death of any person, including the College's employees, agents, officers, and officials, and employees and agents of the College, arising out of, caused by, or in any way related to, or alleged to have arisen out of, to have been caused by, or in any way related to, any act or omission of the Agency, its officers, partners, employees, agents, instructors, or subcontractors in the performance of this Agreement.</p>	unknown	not included	BC	2/26/2010	Response: Agreement will NOT be renewed.
unknown	unknown	not included	BC	2/1/2010	Response: Agreement will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
Contractor represents that he/she has the skill, knowledge and expertise to complete the contract and agrees to indemnify, defend and hold KCCD harmless from any injury or liability caused by the acts or omissions of the Contractor and its agents, employees and representatives. Nothing in this provision shall obligate Contractor to indemnify KCCD against KCCD's sole negligence or intentional acts.	unknown	not included	KCCD	12/15/2009	Response: Agreement will NOT be renewed.
Contractor shall defend, indemnify and hold KCCD, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees in performing services under this Contractor or while otherwise present on District premises.	unknown	not included	BC	1/10/2012	entered 9/2/10
Contractor shall indemnify and hold harmless KCCD from any claims, losses, damages, injuries, or liabilities arising from Contractor's performance, including the performance of Contractor's employees, independent contractors, or assigns, of the services contracted for under this agreement. KCCD shall indemnify and hold the Contractor harmless from any claims, losses, damages, injuries or liabilities arising from KCCD's actions, including the actions of KCCD's employees, independent contractors (other than contractor), or assigns, related to the subject matter of this agreement.	unknown	not included	KCCD	12/14/2009	Response: Contract will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC	1/6/2010	Response: Agreement will NOT be renewed.
<p>To the extent permitted by North Carolina law, the Consultant and its agents agree the Consultant will indemnify the district for all acts arising out of the consultant's negligent acts, errors, or omissions in the performance of the work pursuant to the agreement between the District and the Consultant. The Consultant will defend, indemnify, and save harmless the District, its employees, officers, and agents from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from the agreement between the District and the Consultant except for claims, demands, damages, costs, expenses, or judgments resulting solely from the negligence or willful misconduct of the District. The parties agree that nothing in this agreement constitutes a waiver of sovereign immunity, and that the consultant's obligations in this paragraph shall be limited to the extent and manner of recovery provided in North Carolina's State Tort Claims Act, N.C.G.S.</p>	unknown	not included	BC	1/13/2010	Response: Agreement Will NOT be renewed.
unknown	unknown	not included	BC	12/15/2009	Response: Agreement will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC	12/15/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	BC	12/15/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	CC	8/30/2011	entered 3/15/11 (Contract NOT renewing for the "Microsoft Office 2007 Training Series")
unknown	unknown	not included	KCCD	12/14/2009	Response: Agreement will NOT be renewed. Going out to bid.
unknown	unknown	not included	KCCD	10/14/2011	Per S.Galindo, No Renewal.
unknown	unknown	not included	PC	12/14/2009	Response: Agreement will NOT be renewed. Did not pull folder. BC is still active.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC	12/15/2009	Response: Grant will NOT be renewed.
unknown	unknown	not included	BC, CC, PC	12/15/2009	Response: Grant will NOT be renewed.
unknown	unknown	not included	CC	12/15/2009	Response: Contract will NOT be renewed.
unknown	unknown	not included	BC		Response: Will NOT be renewed.
unknown	unknown	not included	BC	3/30/2010	Response: Will NOT be renewed.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC	3/30/2010	Response: Will NOT be renewed.
unknown	unknown	not included	KCCD		Last used 5/2007-- MAKE INACTIVE per Gloria
I agree to defend, indemnify and hold Sierra Employment Services Inc. harmless against any and all claims, losses, liabilities, or shortages that may have been incurred by a Sierra Employment Services Inc. employee accused of a crime (such as theft or shortage) while working at my company's site or under my agents supervision unless sufficient evidence leads to the arrest and conviction of the employee. Sierra Employment Services Inc. provides a fidelity bond for the temporary employee to protect themselves and our company if sufficient evidence leads to the arrest and conviction of the employee with incidences such as theft or shortage. I understand that Sierra Employment Services Inc. is not responsible for such claims made unless they are reported to myself or an agent of my company in writing within 15 days after the occurrence.	unknown	not included	CC	12/15/2009	Jane Harmon no longer employed. Email sent to James Fay and Tammy Eberhardt. They did not have any knowledge about this agreement. 12/24/10 email sent to Gale Lebsock. Response: Agreement is NOT going to be renewed at this time.
The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.	The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.	not included		12/14/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	BC Small Bus dev	12/15/2009	Response: Agreement will NOT be renewed.



Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	unknown	not included	BC Small Bus dev	12/15/2009	Response: Agreement will NOT be renewed.
Each party shall indemnify, defend and hold harmless City and its officers, Councilperson, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with an act or omission by or on behalf of District but only to the extent caused by District's act or omission.	unknown	not included	BC Small Bus dev	12/15/2009	Response: Agreement will NOT be renewed.
unknown	unknown	not included	CC	3/2/2010	Response: Agreement will NOT be renewed.
unknown	unknown	not included	CC	2/2/2010	Response: Grant has ended.

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
<p>The the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, event if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceedings is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directory or indirectly resulting from, arising out of or relating to one or more claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow agreement.</p>	<p>Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any vendor's warranties or obligations on behalf of itself or Lessee.</p>	not included	KCCD	12/7/2009; 10-14-11	<p>Response: Renewed in December. -- 10/20/11-Per T.Burke, No Renewal (One Time only)</p>
unknown	unknown	not included	CC	12/8/2009	<p>Response: Service Agreement will NOT be renewed. Active until 3/18/2010.</p>

Contract Indemnification Provisions	Warranty Provisions (if any)	Software 508 Compliant (Y/N)	Campus	of Expiration Sent to Department	Notes
unknown	Trend Micro warrants that all Services provided under this SOW will be performed in a diligent, professional and competent manner. "Professional and competent manner" means Services performed in a manner considered skillful by those with the special knowledge, training and experience to judge such Services. Customer must report any deficiencies in the Services to Trend Micro in writing within thirty (30) days of performance of the Services. During the warranty period, Trend Micro's sole liability and Customer exclusive remedy shall be the re-performance of the services by Trend Micro at no additional cost to Customer. Trend Micro must report any deficiencies in the work performed by Customer personnel to Customer in writing if such deficiency has caused the delay or prevented the completion of the Services. Customer shall immediately remove such deficiency in a timely manner. (See SOW for more information).	not included	KCCD		No renewal. Statement of Work is only for specific project.
unknown	unknown	not included	BC		
unknown	unknown	not included	KCCD	12/15/2009	Response: Agreement will NOT be renewed.