

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR REGULAR MEETING

November 13, 2019

Cougar Room
(Access Through the Library Entrance)

5:00 p.m.

29 Cougar Court
Taft, California 93268

A. Accessibility. In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Sarah Criss at (661) 763-7711. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

B. Obtaining Public Records. A copy of the Board packet, including documents relating to any open session item are available to members of the public on the District website and also at the District Office. Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 29 Cougar Ct., Taft, California, during normal business hours. These documents will be made available to the public at the same time that they are made available to a majority of the Board.

C. Language Assistance. The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call Sarah Criss at (661) 763-7711 forty-eight (48) hours in advance of the meeting so that arrangements can be made for an interpreter. El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (661) 763-7711 (48) horas antes de la junta, para poder hacer arreglos de interpretacion.

D. Addressing the District Board. The Board encourages public participation and involvement. Community members will therefore have several opportunities to address the Board. However, please respect the Board's time and the need for efficient board meetings. The Board also requests that comments be respectful and professional.

1. **Agenda Items.** If you wish to address the Board on an agenda item, please do so when that item is called. Presentations will be limited to a maximum of five (5) minutes. Time limitations are at the discretion of the Board President.
2. **Non-Agenda Items.** Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.

E. Questions for the Board. Individuals with questions on District issues may submit them in writing. The Board will refer such requests to the Superintendent, who will endeavor to respond to your questions after the meeting.

F. Placing issues on the Board Agenda. Items from the public pertaining directly to College business may be placed on the Board agenda by submitting the request in writing to the Office of the Superintendent. The proposed agenda item will be reviewed and placed, if appropriate, on the Board's agenda within a reasonable period of time. Please contact the Office of the Superintendent at (661) 763-7711 for further information.

1. CALL TO ORDER
2. PUBLIC COMMENT ON CLOSED SESSION ITEMS
3. ADJOURN TO CLOSED SESSION

- A. Public Employee Appointment/Employment, Government Code Section 54957
 - B. Public Employee Performance Evaluations, Government Code Section 54957
 - C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
 - D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 & Management/Supervisory/Classified Confidential Employees
 - E. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 – 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
 - F. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)
4. RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTIONS
 5. PLEDGE OF ALLEGIANCE
 6. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
 7. GENERAL COMMUNICATIONS
 8. QUARTERLY INVESTMENT REPORT
 9. PRESENTATION – International Neuromyths Study
 10. APPROVAL OF MINUTES – Regular Meeting Held October 9, 2019
 11. NEW BUSINESS:
 - A. Request for Approval – Resolution Authorizing the Execution, Delivery and Sale of Certificates of Participation in the Maximum Aggregate Principal Amount of \$15,000,000 to Provide Financing for the Student Center Project at Taft College, and Approving Related Documents and Actions
 - B. Request for Approval – Out of Country Travel – Zero Project Conference – Austria – United Nations; 2/18/20 – 2/22/20
 - C. First Reading – Tentative Agreement Between CSEA Chapter #543 and WKCCD – Electronic Time Clocks and Time Keeping System
 - D. First Reading – Board Policy #7365 – Discipline and Dismissal – Classified Employees

12. CONSENT AGENDA (Items A - S)

A. Request for Approval - 2021-2022 Academic Calendar

B. Request for Approval - Course Inactivation

Liberal Arts Division

ART 1850 Website Production

ART 1860 Introduction to Computer for Web and Multimedia

C. Request for Approval - Resolution Authorizing the Kern County Auditor-Controller to Release Excess Impounded Local Tax Revenues

D. Information Item - CCFS-311Q for the 1st Quarter Ending September 30, 2019

E. Information Item - CCFS-311A for the Fiscal Year Ended June 30, 2019

F. Information Item - WKCCD Budget Development Calendar for Fiscal Year 2019-20

G. Request for Ratification - Department of Education Agreement California State Preschool Program, Contract #CSPP-9133, Amendment 1; 7/1/19 - 6/30/20

H. Request for Ratification - Department of Education Agreement General Child Care and Development Programs, Contract #CCTR-9056, Amendment 1; 7/1/19 - 6/30/20

I. Request for Approval - Award Anatomy Equipment Bid to GTSimulators by Global Technologies

J. Request for Ratification - Award of the WESTEC Building Number 65 Re-Roofing Project to Garcia Roofing; \$38,765.00 (Additional Costs May Include Deck Repair and Wood Facia)

K. Request for Approval - SmartCatalog Services and Licensing 3-Year Agreement for 2020-2023 between Watermark Insights, LLC and Taft College; 3 Year Agreement Commencing 2/1/20 and May be Renewed for up to Additional 2 Years

L. Request for Approval - Synapse Laserfiche Software Support Annual Renewal LSAP 2019/20; 11/29/19 - 11/28/20; \$4,343.70

M. Request for Approval - Extension of Lease Agreement with Taft Plaza for the Rental Space Located at 515 S. Finley Drive, Taft, CA 93268, in Taft Plaza; 12/15/19 - 12/14/20 with Cancellation at Any Time with 60 Day Notice; \$1,907.00 per Month

- N. Request for Approval – Agreement with The Learning Underground for Hosting & Associated Services; 1/1/20 – 12/31/20; \$2,000.00
- O. Request for Approval – Agreement with Quicksilver Software, Inc. to Update TC-Stats Software Package; \$950.00 for iOS13 Compatibility and Up to \$500.00 for Maintenance and Enhancements if Requested
- P. Request for Approval – DJ ASH B, Ashley Brown Contract for Professional Services for Disc Jockey Services; 12/12/19; \$350.00
- Q. Request for Approval – Taft Masonic Building Corporation Hall Association Use and Event Agreement with Taft College; 12/12/19; \$200.00
- R. Request for Ratification – Agreement between Chabot-Las Positas Community College District on Behalf of its California Early Childhood Mentor Program and Taft College for 2019-20; 7/1/19 – 6/30/20; Mentor Program to Cover Expense
- S. Ratification of the October 2019 Vendor Check & Purchase Order Registers

13. PUBLIC COMMENT ON ITEMS OF GENERAL INTEREST

14. EMPLOYMENT (Action)

- A. Academic Employment (Appendix I)
- B. Classified Employment (Appendix II)
- C. Confidential Management Employment (Appendix II)
- D. Resignation/Retirement (Appendix II)

15. REPORTS:

- A. Financial Reports (For Information)
 - 1. Revenue Accounts (Account Level 1) FY 2019/20
 - 2. Expenditure Accounts (Account Level 1) FY 2019/20
 - 3. Expenditure Detail of \$10,000.00 or Greater, October 2019
 - 4. Student Organization and Special Accounts, October 2019
 - 5. Funds Deposited in County Treasury, October 2019
 - 6. Report of Investments at U.S. Bank Global Corporate Trust Services & The Bank of New York Mellon Trust Company, N.A. as of September 30, 2019
- B. Trustee Reports
- C. Academic Senate Report
- D. Reports from Staff and Student Organizations

16. REPORT OF THE SUPERINTENDENT

17. NEXT MEETING DATE

The next regular meeting is scheduled for Wednesday, December 11, 2019, at 5:00 p.m.

18. CONTINUATION OF CLOSED SESSION (If Necessary)

19. ADJOURNMENT

**WEST KERN COMMUNITY COLLEGE DISTRICT
MINUTES OF THE BOARD OF TRUSTEES**

REGULAR MEETING

October 9, 2019

The regular meeting of the Board of Trustees of the West Kern Community College District was called to order at 5:00 p.m. by President Dawn Cole. Secretary Emmanuel Campos and trustees Michael Long, Dr. Kathy Orrin and Billy White were present. Superintendent/President Dr. Debra Daniels and Executive Secretary Sarah Criss were in attendance.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

No comments were heard.

CLOSED SESSION

At 5:01 p.m. it was moved by Trustee White, seconded by Trustee Orrin and unanimously carried, that the Board convene in Closed Session to discuss the District's position regarding the following matters:

- A. Public Employee Appointment/Employment, Government Code Section 54957
- B. Public Employee Performance Evaluations, Government Code Section 54957
- C. Public Employee Discipline/Dismissal/Release/Complaint, Government Code Section 54957
- D. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representative: Superintendent/President
Employee Organizations: TC Faculty Association, CSEA Chapter #543 &
Management/Supervisory/Classified Confidential Employees
- E. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9 – 2 Potential Cases
Claim Received from Donald Thornsberry
Claim Received from Melissa Thornsberry
- G. Student Discipline and Other Confidential Student Matters, Education Code Sections 35146, 48900 et. Seq. and 48912(b)

RECONVENE IN PUBLIC SESSION; ANNOUNCE CLOSED SESSION ACTIONS

At 6:00 p.m., it was moved by Trustee White, seconded by Trustee Orrin and unanimously carried, to reconvene in Public Session. President Cole reported there was no action taken in Closed Session.

PLEDGE OF ALLEGIANCE

President Cole led the pledge of allegiance.

PUBLIC COMMENT ON OPEN SESSION ITEMS

No comments were heard.

GENERAL COMMUNICATIONS

There were no general communications.

APPROVAL OF MINUTES

On a motion by Trustee Orrin, seconded by Secretary Campos and unanimously carried, the minutes of the Regular Meeting held September 11, 2019 and of the Special Meeting held September 11, 2019 and of the Special Meeting held September 21, 2019 were approved.

NEW BUSINESS

Request for Approval - Resolution Authorizing the Issuance and Sale of Not to Exceed \$12 Million of 2019 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds (Election of 2004), Series 2007C and Approving Related Documents and Official Actions

Brock McMurray, Executive Vice President of Administrative Services, and Jeff Small of Capital Public Finance Group told the Board that the recommended refinance item capitalizes on low rates and will lower tax-payer debt by over \$2 million. President Cole thanked staff for this effort. On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the item was approved (copy attached to official minutes).

Request for Approval - 2019/20 WKCCD Board of Trustees Goals

Dr. Daniels presented the draft of the Board of Trustees Goals as created at the Board Retreat held in September. President Cole commended staff for their work at the Retreat which led to the development of well-educated goals. On a motion by Secretary Campos, seconded by Trustee Orrin and unanimously carried, the goals were approved (copy attached to official minutes).

Second Reading and Request for Approval - Proposed Compensation Increase of 3.26% COLA to the 2019-20 Faculty Salary Schedules, Appendix B-1, B-2, and B-3; Retroactive to 7/1/19

Dr. Daniels reported that the bargaining unit had agreed to pass a 3.26% COLA onto Faculty salary schedules. On a motion by Trustee White, seconded by Trustee Long and unanimously carried, the faculty COLA was approved (copy attached to official minutes).

Second Reading and Request for Approval - Proposed Compensation Increase of 3.26% COLA to the 2019-20 Classified Salary Schedules, Appendix A

Dr. Daniels reported that the Classified bargaining unit agreed to pass a 3.26 % COLA to the Classified salary schedules. On a motion by Trustee Orrin, seconded by Secretary Campos and unanimously carried, the classified COLA was approved (copy attached to official minutes).

Request for Approval - Proposed Compensation Increase of 3.26% COLA to the Management and Confidential 2019-20 Salary Schedules

Dr. Daniels told the Board that this COLA item would match the COLA offered to represented groups. As per past practice, Dr. Daniels recommends offering the COLA to non-represented groups employed by the College. On a motion by Trustee Long, seconded by Trustee White and unanimously carried, the item was approved (copy attached to official minutes).

Second Reading and Request for Approval – Board Policy #3725 – Information and Communication Technology Accessibility and Acceptable Use

Dr. Daniels stated that the Board Policy language has been reviewed and suggested per Community College League of California's Policy and Procedure Program. On a motion by Secretary Campos, seconded by Trustee White and unanimously carried, the policy was approved (copy attached to official minutes).

CONSENT AGENDA:

- A. Request for Ratification – Contract for Professional Services with Capitol Public Finance Group (Capitol PFG); 8/29/19 – 6/30/22
- B. Request for Approval – Engagement Agreement with the National Association of Student Financial Aid Administrators (NASFAA) for Standards of Excellence Review; \$30,000 Includes All Travel Expenses
- C. Request for Ratification – Contract for Professional Services with (9) Taft Union High School District Employees for Participation & Attendance for the California Academic Partnership Program (CAPP) Meeting October 7, 2019; Each at Hourly Rate of \$70.63 Not to Exceed \$141.26 per Attendee
- D. Request for Approval – Contract with School Datebooks to Produce Student Planners for the 2020-2021 Academic Year; Not to Exceed \$10,158.72
- E. Request for Ratification – Agreement with the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC); 9/1/19 – 6/30/20; CDTC to Cover Expenses
- F. Request for Ratification – Contract for Professional Services with Chris Ruiz for Sports Information/Webmaster Services for the Taft College Athletics Programs/Website; 8/1/19 – 5/31/20; \$500.00 per Month (Total \$5,000.00)
- G. Request for Approval – Strata Information Consulting Services for Banner Programming Services Project as Outlined in State of Work 115; Estimated Cost \$10,200.00
- H. Request for Approval – Converginer Technologies Proposal for Fire Alarm Monitoring of the ETE (Chevron Innovations Modular); 12/1/19 – 11/30/22; Total Cost \$2,400.00

- I. Request for Approval – MTS Maintenance Contract Renewal Quote #2019024i-A; 11/28/19 – 11/27/20; \$1,044.75
- J. Request for Ratification – Agreement with Husch Blackwell – Review of 2019 Annual Security Report; No Cost
- K. Ratification of the September 2019 Vendor Check & Purchase Order Registers

On a motion by Trustee Orrin, seconded by Secretary Campos and unanimously carried, Consent Agenda Items A – K were approved as presented (materials related to the items are attached to official minutes).

PUBLIC COMMENTS ON ITEMS OF GENERAL INTEREST

No comments were heard.

EMPLOYMENT

On a motion by Trustee White and seconded by Trustee Long, Employment Items A – D were approved by the following vote (Employment Items A – D (*Appendix I & II*) are attached to official minutes):

Yes: Emmanuel Campos, Dawn Cole, Michael Long, Dr. Kathy Orrin and Billy White
No: None
Abstain: None
Absent: None

REPORTS

Financial Reports

The financial reports listed on the page following were presented for information (copies attached to official minutes).

Financial Reports (for information):

1. Revenue Accounts (Account Level 1) FY 2019/20
2. Expenditure Accounts (Account Level 1) FY 2019/20
3. Expenditure Detail of \$10,000.00 or Greater, September 2019
4. Student Organization and Special Accounts, September 2019
5. Funds Deposited in County Treasury, September 2019

Academic Senate

Dr. Sharyn Eveland, President of the Academic Senate, reported AS discussion this month included a Human Resource collaboration in the development of an Administrative Procedure on hiring responsibilities, taskforce work on FERPA as it relates to student workers, and committee

membership representation. Dr. Eveland also shared that Dr. Daniels now reports month to the Senate as a Whole. The AS is currently promoting state-level training opportunities for staff.

Administrative Services

Brock McMurray, Executive Vice President of Administrative Services, said the annual 311 financial report to the Chancellor's office has been completed and office staff will be hosting the audit team for a final visit next week. He shared that work on the Student Center continues and the contractor is finalizing paperwork.

CTE

Dr. Jessica Grimes, Dean of Instruction and Career Technical Education, gave a description of CTE events. She noted that the Career and Transfer Day will be held October 23rd and that there will be an Energy Technology Advisory meeting that day as well. Dr. Grimes said staff are also contacting students with 60+ units to notify them of graduation eligibility.

Faculty Association

Ruby Payne, President of the Faculty Association, thanked the District for support of the COLA. She added that she appreciated assistance from Administration while working on the FERPA taskforce.

Marketing and Community Relations

Susan Groveman, Executive Director of Marketing and Community Relations, recently attended a Kiwanis Club meeting and the GED graduation at West Kern Adult Education Network. Ms. Groveman is working on the social media presence of the District and is organizing talents on the Public Information Committee to best promote campus events/programs.

Foundation

Sheri Horn-Bunk, Executive Director of Foundation and Institutional Advancement, reminded the Board of the upcoming Cougar Cookout and award to Bob and Judy Hampton. Foundation staff are have also prepared a November event to honor Phillips 66 for a check presentation. There is a collaborative Foundation/Hall of Fame event the night prior to the HOF ceremony to honor current and past honorees and to allow for fellowship and networking. Ms. Horn-Bunk and Dr. Daniels recently attend a state fundraising conference to expand fundraising efforts for the District.

Child Development

Meghan Hall-Silveira, Director of the Child Development Center, reported that the CDC has completed contract work and self-evaluation period as mandated by the California Department of Education. The CDC held school photos and has also completed child assessments. Staff are preparing for parent-teacher conferences.

TIL

Aaron Markovits, Director of the Transition to Independent Living Program, shared that students are taking mid-term exams and are adapting to life away from home. Samuel Gallardo, TIL intern, told of Halloween activities that will be open to campus and community.

Instruction

Dr. Leslie Minor, Vice President of Instruction, said that staff are working on scheduling for Spring semester and preparing strategies in case of Taft Correctional Institute closure. She looks forward to possibly hiring 4 new faculty members in time for Spring.

Student Services

Severo Balason, Vice President of Student Services, updated CAPP work with Taft Union High School staff. TUHS is using this work to encourage raising the high school's requirement to 3 years of math for graduation.

Institutional Research

Xiaohong Li, Executive Director of Institutional Research, has continued working with campus groups in need of data for a variety of projects. IR staff are also preparing for training and organizing the College for the upcoming accreditation.

Distance Education

Adam Bledsoe, Director of Distance Education, told the Board that staff are working with Taft Correctional Institute staff to best handle the possible closure and transfer of the student inmates. He reported 2 more courses are CVC-OEI approved.

CSEA

Morgan Sanchez, Greg Hawkins and Jeanene Robertson reported on various classified and department tasks ranging from priority registration to scheduling. Mr. Hawkins also said that the bargaining committee will be discussing the possible use of timeclocks and that CSEA will also be holding their officer elections soon.

Information Services

Andrew Prestage, Executive Director of Information Services, has continued focus to better College cybersecurity. Staff have issued physical keys that assist in two-verification of the right to access personal student data. Staff are also reviewing plans to protect equipment and data during necessary power outages.

REPORT OF THE SUPERINTENDENT/PRESIDENT

Dr. Daniels shared photos and details from a variety of events including: Foundation Wine Tour with Petroleum Partners, the CASE conference with Sheri Horn-Bunk, GED graduation at West Kern Adult Education Network, and a Chevron Fuel Your School event at Roosevelt Elementary.

Dr. Daniels presented at the Kern County Board of Supervisors earlier this month. She was invited by Supervisor Zack Scrivner to present to the entire Board. Dr. Daniels shared information about the College and specifically addressed programs that increase workforce improvement. She thanked Ms. Groveman for her assistance in the presentation.

NEXT MEETING

The next monthly meeting is scheduled for Wednesday, November 13, 2019, at 5:00 p.m.


ADJOURNMENT

At 6:55 p.m., on a motion by Trustee Long, seconded by Trustee Orrin and unanimously carried, the meeting was adjourned.

Respectfully Submitted:

Emmanuel Campos, Secretary

Date: October 31, 2019

Submitted by: Brock McMurray, EVP of Administrative Services 

Area Administrator: Brock McMurray, EVP of Administrative Services

Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Resolution authorizing the execution, delivery and sale of certificates of participation in the maximum aggregate principal amount of \$15,000,000 to provide financing for the Student Center Project at Taft College, and approving related documents and actions.

Background:

The District has identified a need for additional financing to complete construction of facilities improvement projects at Taft College, specifically for the Student Center. It is expected that funds for project completion will be available to the District from a surety company that guaranteed the original contractor's work. However, the timing of receipt of such funds is uncertain. As such, the District desires to obtain tax-exempt funding under a certificate of participation structure, which will serve as interim financing pending receipt of funds pursuant to the guarantee of the surety.

As such, the Resolution presented for Board consideration authorizes entering into interim financing for the project with a traditional long-term tax-exempt financing in the form of Certificates of Participation in an amount not to exceed \$15 million. Under this financing structure, the District will enter into a Site Lease and a Lease Agreement, and in consideration of the up-front financing received, covenant to repay that obligation with semiannual lease payments, payable from the District's general fund, during the term of the Lease and the Certificates. The Lease Payments received by the trustee bank will be forwarded to the owners of the related Certificates of Participation, through final maturity or early prepayment. The Certificates will be structured to have capitalized interest (interest due will be paid for a defined period from the proceeds of the Certificates) and an early prepayment provision, such that initial interest payments will be made from the capitalized interest fund, and when surety funds are received the Certificates can be prepaid from that source. Certificates that are not prepaid will be payable from annual budget and appropriation from the general fund.

Documents approved as to form in the Resolution, with final changes to be authorized by District officials working together with the financing team, are a Site Lease, Lease Agreement, Trust Agreement, Official Statement and Bond Purchase Agreement, with appropriate updates and edits as the financing progresses, copies of which are available to the Board.

Terms (if applicable):

The financing has a final maturity of November 1, 2049. The financing will have a call feature allowing it to be prepaid prior to the final maturity.

Expense (if applicable):

The costs associated with the financing will be paid from proceeds of the new loan.

Fiscal Impact Including Source of Funds (if applicable):

The financing will be paid from the surety company that guaranteed the original contractor's work. To the extent that the timing or amount of the surety company guarantee is insufficient the General Fund will serve as the source of funds for repayment

Approved:  _____
Dr. Debra Daniels, Superintendent/President

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WEST KERN
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE EXECUTION,
DELIVERY AND SALE OF CERTIFICATES OF PARTICIPATION IN THE
MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000 TO PROVIDE
FINANCING FOR THE NEW STUDENT CENTER PROJECT AT TAFT
COLLEGE, AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the West Kern Community College District (the "District") has commenced construction of the District's new Student Center Project at Taft College, which will house a new cafeteria, bookstore, mail room, office rooms and student center (the "Project"); and

WHEREAS, in order to provide additional financing for the Project, the District desires to enter into a Certificate of Participation financing, whereby the District will lease certain of its land and improvements (the "Leased Property") to the Public Property Financing Corporation of California (the "Corporation") under a Site Lease in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation will sublease the Leased Property back to the District under a Lease Agreement in consideration of the agreement by the District to pay semiannual lease payments (the "Lease Payments"); and

WHEREAS, the Corporation will assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee will execute and deliver not to exceed \$15,000,000 aggregate principal amount of 2020 Certificates of Participation, each evidencing a direct, undivided fractional interest in the Lease Payments (the "Certificates"), the proceeds of which will be applied to finance the Project, as provided in a Trust Agreement among the Corporation, the District and the Trustee; and

WHEREAS, the Certificates will be subject to prepayment from any lawfully source of available funds, which include any funds the District may obtain with respect to its claim on a contractor surety relating to the construction of the Project; and

WHEREAS, the Board of Trustees wishes at this time to authorize and approve all proceedings for the financing of the Project, the delivery and sale of the Certificates for such purpose, and all related documents and actions, in furtherance of the public purposes of the District; and

WHEREAS, pursuant to Government Code Section 5852.1 which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the Certificates is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Trustees of the West Kern Community College District as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Approval of Financing Plan and Related Documents. The Board of Trustees hereby approves the financing plan outlined above. To that end, the Board of Trustees hereby approves each of the following financing documents in substantially the

respective forms on file with the Secretary of the Board together with any changes therein or additions thereto deemed advisable by the Superintendent/President or the Executive Vice President, Administrative Services, CFO (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval:

- Site Lease between the District as lessor and the Corporation as lessee, whereby the District leases the Leased Property to the Corporation.
- Lease Agreement between the Corporation as lessor and the District as lessee, whereby the Corporation leases the Leased Property back to the District in consideration of the payment by the District of semiannual lease payments equal in time and amount of debt service due on the Certificates.
- Trust Agreement among the District, the Corporation and the Trustee, whereby the Trustee agrees to execute and deliver the Certificates.

An Authorized Officer is authorized and directed for and in the name and on behalf of the District to execute and attest the final form of each of the foregoing documents. The schedule of lease payments attached to the Lease Agreement shall correspond to the payments of principal and interest represented by the Certificates, to be determined upon the sale thereof as set forth in Section 2. In addition, the lease payments shall be subject to prepayment, prior to maturity, from any lawfully available source of funds the District, as more particularly identified in the Purchase Agreement (defined below).

Section 3. Negotiated Sale of Certificates. The Board of Trustees hereby approves the sale of the Certificates on a negotiated basis to Hilltop Securities, Inc. (the "Underwriter"). The Certificates shall be sold pursuant to the terms and provisions of a Certificate Purchase Agreement (the "Purchase Agreement") between the District and the Underwriter. An Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Agreement for and in the name and on behalf of the District, in substantially the form on file with the Secretary of the Board, with such changes therein, deletions therefrom and additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. The Certificates shall be sold at a true interest cost of not to exceed 6.00%, and the amount of the Underwriter's discount on the sale of the Certificates shall not exceed 0.50% of the par amount thereof. The District hereby authorizes the delivery and performance of the Purchase Agreement.

Section 4. Official Statement. The Board of Trustees hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Certificates in the form on file with the Secretary. An Authorized Officer is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board of Trustees' determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. Distribution of the Preliminary Official Statement to prospective purchasers of the Certificates is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board of Trustees hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by an Authorized Officer.

Section 5. Engagement of Professional Services. The firm of Capitol Public Finance Group, LLC shall serve as the District's municipal advisor and the law firm of Jones Hall, A Professional Law Corporation, shall serve as special counsel and disclosure counsel to the District. Said firms shall perform pursuant to the terms of existing agreements with the District and said firms, respectively.

Section 6. Leased Property. The Board desires to effectuate the financing plan described herein, and authorizes the District's Executive Vice President, Administrative Services, CFO, with the assistant of the District's Municipal Advisor and Bond Counsel, to identify property owned by the District which can serve as the Leased Property with respect to the Certificates. In the event that the most appropriate property is identified as property that was encumbered in connection with the District's 2015 Certificate of Participation financing (the "2015 Certificates"), this Resolution provides authority to amend as necessary the documents executed and delivered in connection with the 2015 Certificates to include the details of the financing contemplated hereby, including modifying the forms of the draft documents approved in Section 2 hereof.

Section 7. Official Actions. The Board President, Board Vice President, the Superintendent/Principal, the Executive Vice President Administrative Services, CFO, the Executive Director, Fiscal Services, the Secretary of the Board and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, leases and other instruments of conveyance, warrants, termination and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Said authority extends to applying for a policy of municipal bond insurance and a debt service reserve insurance policy for the Certificates, if determined by an Authorized Officer to be in the best interests of the District. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated in writing by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 8. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Trustees of the West Kern Community College District on November 13, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board

ATTEST:

Secretary to the Board

EXHIBIT A

REQUIRED GOOD FAITH ESTIMATES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

(SB 450 effective January 1, 2018)*

1. True Interest Cost of the Certificates: 3.65% (estimate)
2. Finance charge of the Certificates, being the sum of all fees and charges paid to third parties in the amount of \$370,000 (estimate), representing the sum of Costs of Issuance of approximately \$185,000 plus estimated underwriter's compensation of \$85,000. Bond insurance and reserve insurance policy, if obtained, will be an additional cost of approximately \$100,000 (estimate).
3. Amount of proceeds of the Certificates expected to be received by the District, net of proceeds for Costs of Issuance in (2) above and net of capitalized interest (if any) and reserves (if any) paid or funded with the proceeds of the Certificates: \$10,000,000.
4. Total payment amount for the Certificates, being the sum of (a) debt service to be paid on the Certificates to final maturity, plus (b) any financing costs not paid from proceeds of the Certificates: \$17,850,000.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume issue size of \$11,100,000, and include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Certificates.*

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Charles F. Adams, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "Site Lease"), dated as of January 1, 2020, is between the WEST KERN COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (the "District"), and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessee (the "Corporation").

BACKGROUND:

1. The District has commenced construction of the District's New Student Center Project at Taft College, which will house a new cafeteria, bookstore, mail room, office rooms and student center (the "Project").

2. In order to provide funds to complete the Project, the District has agreed to lease the real property which is described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under this Site Lease in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under a Lease Agreement dated as of July 1, 2020 (the "Lease Agreement"), which has been recorded concurrently herewith, in consideration of the agreement by the District to pay semiannual lease payments (the "Lease Payments").

3. The Corporation has agreed to assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee has agreed to execute and deliver 2020 Certificates of Participation (New Student Center Project) in the aggregate principal amount of \$_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the District under the Lease Agreement, the proceeds

of which will be applied by the Corporation to finance the Project under a Trust Agreement dated as of January 1, 2020 (the "Trust Agreement"), among the Corporation, the District and the Trustee.

4. Payment of principal and interest represented by the Certificates is insured by a Municipal Bond Insurance Policy (the "Certificate Insurance Policy") issued by _____ (the "Certificate Insurer"), and the Certificate Insurer is issuing a Municipal Bond Debt Service Reserve Insurance Policy to be credited to the Reserve Fund which has been established for the Certificates under the Trust Agreement.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

SECTION 1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Site Lease have the respective meanings given them in the Trust Agreement.

SECTION 2. *Lease of Leased Property.* The District hereby leases the Leased Property to the Corporation, and the Corporation hereby leases the Leased Property from the District, on the terms and conditions hereinafter set forth.

SECTION 3. *Term; Possession.* The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of the Closing Date. This Site Lease ends, and the right of the Corporation hereunder to possession of the Leased Property thereupon ceases, on the date on which all of the outstanding Certificates are paid in full, or provision is made for such payment in accordance with the Trust Agreement, and the Trust Agreement has been discharged under Section 13.01 thereof, but under any circumstances not later than August 1, 20__.

SECTION 4. *Rental.* The Corporation shall pay to or at the direction of the District as and for rental of the Leased Property hereunder, from the proceeds of sale of the Certificates, the amount of \$_____ (the "Site Lease Payment") to be paid on or before the date of execution and delivery hereof. From the proceeds of the Site Lease Payment, there will be deposited in the Project Fund an amount required to finance the Project as set forth in the Lease Agreement and in the Trust Agreement.

The Corporation and the District hereby find and determine that the total amount of the Site Lease Payment does not exceed the estimated value of the leasehold interest in the Leased Property which is conveyed hereunder by the District to the Corporation. No other amounts of rental is due and payable by the Corporation for the use and occupancy of the Leased Property under this Site Lease.

SECTION 5. *Assignments and Subleases.* Unless the District is in default under the Lease Agreement, the Corporation may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Lease Agreement, without the prior written consent of the District and the Certificate Insurer.

SECTION 6. *Right of Entry.* The District and the Certificate Insurer both reserve the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. *Termination.* The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the District for no additional consideration.

SECTION 8. *Default.* If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the District as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the District shall continue to pay the Lease Payments to the Trustee.

SECTION 9. *Amendments.* The Corporation and the District may at any time amend or modify any of the provisions of this Site Lease with the written consent of the Certificate Insurer, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Certificates; or (b) without the consent of the Trustee or any of the Certificate Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the District or the Corporation contained in this Site Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District or the Corporation;
- (ii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, for the purpose of conforming to the original intention of the District and the Corporation;
- (iii) to amend any provision thereof relating to the Tax Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest represented by any of the Certificates under the Tax Code, in the opinion of Bond Counsel;
- (iv) to amend the description of any component of the Leased Property to reflect accurately the property originally intended to be included therein, or to effectuate any substitution of property as permitted by Section 4.6 of the Lease Agreement or any release or property as permitted by Section 4.7 of the Lease Agreement; or
- (v) in any other respect whatsoever as the Corporation and the District deem necessary or desirable, provided that, in the opinion of Bond

Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Certificates.

The District shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment as set forth in this Section have been satisfied. Promptly following the effective date of any amendment or modification under this Section, the District shall mail written notice thereof to each rating agency which then maintains a rating on the Certificates.

SECTION 10. *Quiet Enjoyment.* The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease Agreement and subject only to Permitted Encumbrances.

The District represents, warrants and covenants that it has good and indefeasible marketable fee simple title to the real property and all building, property and improvements comprising the Leased Property. The District covenants and agrees to hold and maintain clean and marketable title to all of the Leased Property during the term of this Site Lease.

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Corporation are solely corporate liabilities of the Corporation as a nonprofit corporation, and the District hereby release each and every member and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member or officer of the Corporation or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 12. *Taxes.* The District will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal and interest components of the Lease Payments payable under the Lease Agreement and the balance of the award, if any, will be paid to the District. The District hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the District.

SECTION 14. *Partial Invalidity.* If any one or more of the terms, provisions, covenants or conditions of this Site Lease are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease will be affected thereby, and each provision of this Site Lease will be valid and enforceable to the fullest extent permitted by law. The Corporation and the District each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

SECTION 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District: West Kern Community College District
29 Cougar Court
Taft, California 93268
Attention: Superintendent/Principal

If to the Corporation: Public Property Financing Corporation of California
2945 Townsgate Road, Suite 200
Westlake Village, California 93309
Attention: President

If to the Trustee: U.S. Bank National Association
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Global Corporate Trust

If to the Certificate Insurer:

SECTION 16. *Governing Law.* This Site Lease shall be governed by the laws of the State of California.

SECTION 17. *Third Party Beneficiary.* The Trustee and the Certificate Insurer are hereby made third party beneficiaries hereunder with all rights of third party beneficiaries.

SECTION 18. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 19. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 20. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the District.

IN WITNESS WHEREOF, the District and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**
as lessor

By: _____
Superintendent/Principal

Attest

Clerk of the Board

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA,**
as lessee

By: _____
Treasurer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Taft, County of Kern, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Charles F. Adams, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of January 1, 2020

between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA
as lessor

and the

WEST KERN COMMUNITY COLLEGE DISTRICT
as lessee

Relating to

\$ _____
2020 Certificates of Participation
(New Student Center Project)

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of January 1, 2020, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the WEST KERN COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (the "District").

BACKGROUND:

1. The District has commenced construction of the District's New Student Center Project at Taft College, which will house a new cafeteria, bookstore, mail room, office rooms and student center (the "Project").

2. In order to provide funds to finance the Project, the District has leased the real property which is described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under a Site Lease which has been recorded concurrently herewith, in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under this Lease in consideration of the agreement by the District to pay semiannual lease payments (the "Lease Payments").

3. The Corporation has agreed to assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee has agreed to execute and deliver 2020 Certificates of Participation (New Student Center Project) in the aggregate principal amount of \$_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the District hereunder, the proceeds of which will be applied by the Corporation to finance the Project under a Trust Agreement dated as of January 1, 2020 (the "Trust Agreement"), among the Corporation, the District and the Trustee.

4. Payment of principal and interest represented by the Certificates is insured by a Municipal Bond Insurance Policy (the "Certificate Insurance Policy") issued by _____ (the "Certificate Insurer"), and the Certificate Insurer is issuing a Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") to be credited to the Reserve Fund which has been established for the Certificates under the Trust Agreement.

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings specified in the recitals hereof and in Appendix A to the Trust Agreement.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the District.* The District makes the following covenants, representations and warranties to the Corporation and the Certificate Insurer as of the Closing Date:

- (a) Due Organization and Existence. The District is a community college district duly organized and validly existing under the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Lease, the Site Lease and the Trust Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the District has duly authorized the execution and delivery of this Lease, the Site Lease and the Trust Agreement.
- (b) Due Execution. The representatives of the District executing this Lease, the Site Lease and the Trust Agreement have been fully authorized to execute the same under a resolution duly adopted by the Board of Trustees of the District.
- (c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease and the Trust Agreement have been duly authorized, executed and delivered by the District and constitute the legal, valid and binding agreements of the District enforceable against the District in

accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

- (d) No Conflicts. The execution and delivery of this Lease, the Site Lease and the Trust Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease and the Trust Agreement or the financial condition, assets, properties or operations of the District.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease and the Trust Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease or the Trust Agreement, or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease or the Trust Agreement or the financial conditions, assets, properties or operations of the District.

SECTION 2.2. *Covenants, Representations and Warranties of the Corporation.* The Corporation makes the following covenants, representations and warranties to the District and the Certificate Insurer as of the Closing Date:

- (a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, has full legal right, power and authority to enter into this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery of this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement.
- (b) Maintenance of Existence. The Corporation shall maintain its existence as a nonprofit public benefit corporation duly organized and existing under the laws of the State of California at all times during the Term hereof.
- (c) Due Execution. The representatives of the Corporation executing this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement are fully authorized to execute the same under official action taken by the Board of Directors of the Corporation.
- (d) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.
- (e) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

- (f) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

- (g) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement or the financial conditions, assets, properties or operations of the Corporation.

- (h) Not a Municipal Advisor. The Corporation is not acting as a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and the related final rules, or otherwise serving as an agent or fiduciary of the District.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; CONSTRUCTION OF PROJECT

SECTION 3.1. *Deposit of Moneys.* On the Closing Date, the Corporation shall cause the proceeds of sale of the Certificates to be deposited with the Trustee. Under Section 4.01 of the Trust Agreement, from the proceeds of sale of the Certificates the estimated amount of the Costs of Issuance will be deposited in the Costs of Issuance Fund and the balance of such proceeds will be deposited in the Project Fund to be applied to finance the Project as set forth herein and in the Trust Agreement.

SECTION 3.2. *Construction of Project.* The District will enter into, administer and enforce all purchase orders or other contracts relating to the acquisition, construction and improvement of the Project. The District will requisition the payment of Project Costs from amounts held by it in the Project Fund, under and in accordance with Section 4.04 of the Trust Agreement. All contracts for, and all work relating to, the acquisition, construction and improvement of the Project are subject to all applicable provisions of law relating to the acquisition, construction, improvement, and equipping of like facilities and property by the District. The District will supervise and undertake to completion the acquisition, construction and improvement of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the District under all applicable requirements of law.

SECTION 3.3. *Completion of Project; Certification of Completion.* The District expects that the Project will be substantially completed by _____, 20___. The failure to complete the Project by such date will not constitute an Event of Default hereunder or a grounds for termination of this Lease.

Upon the completion of the acquisition, construction and improvement of the Project, but in any event not later than 30 days following such completion, the District shall execute and deliver to the Corporation and the Trustee a written certificate which (a) states that the acquisition, construction and improvement of the Project have been substantially completed, (b) identifies the total Project Costs theretofore paid from the Project Fund, and (c) identifies (i) the amounts, if any, to remain on deposit in the Project Fund for payment of Project Costs thereafter intended to be requisitioned by the District, and (ii) the amounts (if any) to be transferred by the Trustee from the Project Fund to the Lease Payment Fund under Section 4.04 of the Trust Agreement.

ARTICLE IV

LEASE PAYMENTS; SUBSTITUTION AND RELEASE OF PROPERTY

SECTION 4.1. *Lease of Leased Property.* The Corporation hereby leases the Leased Property to the District, and the District hereby leases the Leased Property from the Corporation, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which the Trust Agreement is discharged under Section 13.01 thereof, but under any circumstances not later than August 1, 20___. The provisions of this Section are subject to the provisions of Section 4.6 relating to the substitution of property, the provisions of Section 4.7 relating to the release of property, and the provisions of Section 6.2 relating to the taking in eminent domain of the Leased Property or any portion thereof. Notwithstanding the foregoing provisions of this Section, the District may not terminate this Lease as a remedy for a default by the Corporation.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the District will pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Appendix B hereto, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the District with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX and other than amounts required for payment of past due principal or interest represented by any Certificates not presented for payment) will be credited towards the Lease Payment then required to be paid; and no Lease Payment need be deposited with the Trustee on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during such Rental Period.

(b) Effect of Prepayment. If the District prepays all Lease Payments in full under Sections 9.2 or 9.3, and if the District has paid all Additional Payments then due and payable, the District's obligations under this Section will thereupon cease and terminate. If the District prepays the Lease Payments in part but not in whole under Sections 9.2 or 9.3, the principal components of the remaining Lease Payments will be reduced in integral multiples of \$5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Certificates which are prepaid thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby prepaid under the corresponding provisions of Section 3.01 of the Trust Agreement.

(c) Rate on Overdue Payments. If the District fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the District

until the amount in default has been fully paid, and the District agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest represented by the Outstanding Certificates.

(d) Fair Rental Value. The Lease Payments and Additional Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and the District will pay the Lease Payments and Additional Payments in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The Corporation and the District have agreed and determined that the total Lease Payments and Additional Payments represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the estimated value of the Leased Property as of the Closing Date, other obligations of the District and the Corporation under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

(e) Source of Payments; Budget and Appropriation. The Lease Payments and Additional Payments are payable from any source of available funds of the District, subject to the provisions of Articles VI and IX. The District covenants to take such action as may be necessary to include all estimated Lease Payments and all estimated Additional Payments due hereunder in each of its final approved budgets. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for all the actual amount of Lease Payments and Additional Payments which come due and payable during the period covered by each such budget. The covenants on the part of the District contained herein are duties imposed by law and it is the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

(f) Assignment. The District acknowledges that the Site Lease, this Lease, and all Lease Payments have been assigned by the Corporation to the Trustee in trust under the Assignment Agreement, dated as of January 1, 2020 and recorded concurrently herewith, for the benefit of the Owners of the Certificates and the Certificate Insurer, and the District consents to such assignment. The Corporation directs the District, and the District agrees to pay to the Trustee at its Office, all payments payable by the District under this Section and all amounts payable by the District under Article IX.

SECTION 4.4. *Additional Payments.* In addition to the Lease Payments, the District shall pay when due, as additional rental for the Leased Property hereunder, all costs and expenses incurred by the District hereunder or under the Trust Agreement, or incurred by the Corporation to comply with the provisions of the Trust Agreement, including without limitation all Costs of Issuance (to the extent not paid from amounts on deposit in the Costs of Issuance Fund), annual compensation due to the Trustee and all of its reasonable costs and expenses (including amounts payable to the Trustee by virtue of indemnification) payable as a result of the performance of and compliance with its duties under the Trust Agreement, all reimbursements of costs to the Certificate Insurer that do not constitute payment of Lease Payments, all amounts owed to the Certificate Insurer in respect of draws on the Reserve Policy, and all reasonable costs and expenses of attorneys,

auditors, engineers and accountants engaged by the Corporation or the Trustee in connection with the Leased Property or the performance of their duties hereunder or under the Trust Agreement.

SECTION 4.5. *Title.* At all times during the Term of this Lease, the District will hold title to the Leased Property, subject to the Site Lease and other Permitted Encumbrances, including all additions which comprise fixtures, repairs, replacements or modifications thereto, and subject to the provisions of Section 5.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property will be transferred to and vested in the District. Upon the payment in full of all Lease Payments, or upon the deposit by the District of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property will be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

SECTION 4.6. *Substitution of Property.* The District has the option at any time and from time to time to substitute other real property (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The District has filed with the Corporation and the Trustee, and caused to be recorded in the office of the Kern County Recorder sufficient memorialization of, an amendment hereof which adds to Appendix A hereto a description of such Substitute Property and deletes therefrom the description of such Former Property.
- (c) The District has obtained a CLTA policy of title insurance which insures the District's leasehold estate hereunder in such Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the estimated value thereof.
- (d) The District has filed with the Corporation and the Trustee a certificate executed by a District Representative stating that such Substitute Property serves the educational purposes of the District and constitutes property which the District is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the District and to serve an essential governmental function of the District.
- (e) The Substitute Property does not cause the District to violate any of its covenants, representations and warranties made herein or in the Trust Agreement.
- (f) The District has filed with the Corporation and the Trustee a certificate executed by a District Representative stating that the estimated value

and the fair rental value of the Substitute Property are at least equal to the estimated value and the fair rental value, respectively, of the Former Property, and that the useful life of the Substitute Property at least equals the lesser of (i) the useful life of the Former Property, or (ii) the final Lease Payment Date of the Lease Payments.

- (g) The District has mailed written notice of such substitution to each rating agency which then maintains a rating on the Certificates.
- (h) The District has obtained the prior written consent of the Certificate Insurer to such substitution.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such substitution. The Corporation and the District will execute, deliver and cause to be recorded all documents required to discharge this Lease against the Former Property.

SECTION 4.7. *Release of Property.* The District has the option at any time and from time to time to release any portion of the Leased Property from this Lease and the Site Lease (the "Released Property") provided that the District has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.
- (b) The District has filed with the Corporation and the Trustee, and caused to be recorded in the office of the Kern County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from this Lease and the Site Lease.
- (c) The District has certified in writing to the Corporation and the Trustee that the estimated value of the property which remains subject to this Lease and the Site Lease following such release is at least equal to the aggregate original principal amount of the Certificates, and the fair rental value of the property which remains subject to this Lease and the Site Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.
- (d) The District has mailed written notice of such release to each rating agency which then maintains a rating on the Certificates.
- (e) The District has obtained the prior written consent of the Certificate Insurer to such release.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the District shall execute, deliver and cause to be

recorded all documents required to discharge this Lease and the Site Lease of record against the Released Property.

SECTION 4.8. *No Merger.* It is the express intention of the Corporation and the District that this Lease and the obligations of the parties hereunder are separate and distinct from the Site Lease and the obligations of the parties thereunder, and that during the term of the Site Lease and this Lease no merger of title or interest may occur or be deemed to occur as a result of the respective positions of the Corporation and the District thereunder and hereunder.

ARTICLE V

MAINTENANCE, TAXES, INSURANCE AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the District, and the District will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the District under the terms of this Lease.

The District will also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation notifies the District that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The District has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or

any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, shall be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District under this Section; provided that if any such lien is established and the District first notifies the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

SECTION 5.3. *Public Liability and Property Damage Insurance.* The District will maintain or cause to be maintained, throughout the Term of this Lease, comprehensive general insurance in protection of the District and its members, officers, agents, employees and assigns. Such insurance shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such insurance shall provide coverage in such liability limits and be subject to such deductibles as the District deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of a program of self-insurance by the District, or in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The District shall apply the proceeds of such insurance toward extinguishment or satisfaction of the liability with respect to which the net proceeds are paid.

SECTION 5.4. *Casualty Insurance.* The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of this Lease, casualty insurance against loss or damage to the insured buildings, facilities and other improvements constituting any part of the Leased Property, in an amount at least equal to the greater of (a) the replacement value of such buildings, facilities and improvements, or (b) the aggregate principal amount of the Outstanding Certificates. Such insurance shall, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and shall include earthquake coverage if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the District, whose determination is final and conclusive. Such insurance may be subject to such deductibles as the District deems prudent but not in excess of \$100,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and with the consent of the Certificate Insurer may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other

program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The District shall apply the Net Proceeds of such insurance as provided in Section 6.1.

SECTION 5.5. *Rental Interruption Insurance.* The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the buildings, facilities and other improvements constituting any part of the Leased Property, as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any two consecutive Fiscal Years during the remaining Term of this Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, provided that the provider of such insurance shall be rated at least "A" by A.M. Best & Company, and with the consent of the Certificate Insurer may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Lease Payment Fund, and shall be credited towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Recordation Hereof; Title Insurance.* The District will, at its expense, cause the Site Lease, the Assignment Agreement and this Lease to be recorded in the office of the Kern County Recorder on or before the Closing Date. Concurrent with such recordation, the District shall obtain a CLTA title insurance policy insuring the District's leasehold estate in the Leased Property hereunder, in an amount at least equal to the aggregate principal amount of the Certificates. All Net Proceeds received under such title insurance policy will be deposited with the Trustee in the Lease Payment Fund and credited towards the prepayment of the Lease Payments under Section 9.3.

SECTION 5.7. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Sections 5.4, 5.5 and 5.6 shall name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee and Certificate Insurer are given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee is not responsible for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

SECTION 5.8. *Installation of District's Personal Property.* The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items will remain the sole property of the District, in which neither the Corporation nor the Trustee has any interest, and may be modified or removed by the District at any time, provided that the District shall repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the District from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase

price thereof, provided that no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.9. *Liens.* The District may not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the District certifies in writing to the Trustee and the Certificate Insurer do not materially and adversely affect the leasehold estate in the Leased Property hereunder. Except as expressly provided in this Article, the District will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.10. *Advances.* If the District fails to perform any of its obligations under this Article, the Corporation may take any necessary action to cure the failure, including the advancement of money, and the District shall repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. *Application of Net Proceeds.* The Net Proceeds of any insurance award resulting from any damage to or destruction of the Leased Property by fire or other casualty shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, and deposited in the Insurance and Condemnation Fund to be applied as set forth in Section 6.01 of the Trust Agreement. The District shall pay the Net Proceeds of any eminent domain award with respect to the Leased Property resulting from an event described in Section 6.2 to the Trustee for deposit in the Insurance and Condemnation Fund, to be applied as set forth in Section 6.02 of the Trust Agreement.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.* If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease will cease with respect thereto as of the day possession is so taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, (a) this Lease will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto, in an amount to be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property. Notwithstanding the foregoing, the Lease Payments will not be abated under this Section to the extent that amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under this Section, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The amount of Lease Payments will be abated during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the District of the Leased Property or any portion thereof. The amount of such abatement shall be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Leased Property not damaged or destroyed. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease shall continue in full force and effect and the District waives any right to terminate this Lease by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section to the extent that the proceeds of hazard insurance, rental interruption insurance or amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under this Section, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

SECTION 6.4. *Covenant Against Eminent Domain.* During the Term of this Lease, the District shall not acquire the sub-leasehold estate of the Corporation in the Leased Property under the Site Lease through the exercise of its eminent domain powers or otherwise.

ARTICLE VII

OTHER COVENANTS

SECTION 7.1. *Disclaimer of Warranties.* THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease or the Trust Agreement for the existence, furnishing, functioning or the District's use of the Leased Property.

SECTION 7.2. *Access to the Leased Property.* The District agrees that the Corporation, any Corporation Representative and the Certificate Insurer, and their successors or assigns, may at all reasonable times enter upon and to examine and inspect the Leased Property or any part thereof. The Corporation and any Corporation Representative have such rights of access to the Leased Property or any component thereof as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the District to perform its obligations hereunder; *provided, however,* that neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The District shall indemnify the Corporation, the Trustee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the District;
- (b) any breach or default on the part of the District in the performance of any of its obligations under this Lease;
- (c) any negligence or willful misconduct of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property; or
- (d) any intentional misconduct or negligence of any sublessee of the District with respect to the Leased Property.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Corporation, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the District.* The District may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District.
- (b) The District shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Certificate Insurer and the Trustee a true and complete copy of such sublease.
- (c) No such sublease by the District shall cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California.
- (d) The District shall furnish the Corporation, the Certificate Insurer and the Trustee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.
- (e) The District shall obtain the written consent of the Certificate Insurer to such sublease.

SECTION 7.5. *Amendment of Lease Agreement.* The Corporation and the District may at any time amend or modify any of the provisions of this Lease with the prior written consent of the Certificate Insurer, but only: (a) with the prior written consents of the Owners

of a majority in aggregate principal amount of the Outstanding Certificates; or (b) without the consent of the Trustee or any of the Certificate Owners, but only if such amendment or modification is for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the District contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District;
- (ii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, for the purpose of conforming to the original intention of the District and the Corporation;
- (iii) to amend any provision thereof relating to the Tax Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest represented by any of the Certificates under the Tax Code, in the opinion of Bond Counsel;
- (iv) to amend the description of any component of the Leased Property to reflect accurately the property originally intended to be included therein, or to effectuate any substitution of property as permitted by Section 4.6 or any release of property as permitted by Section 4.7;
- (v) to obligate the District to pay additional amounts of rental hereunder for the use and occupancy of the Leased Property or any portion thereof, but only if (A) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance the completion of the Project or other improvements to the Leased Property, and (B) the District has filed with the Trustee written evidence that the amendments made under this subsection (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Certificates; or
- (vi) in any other respect whatsoever as the Corporation and the District deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Certificates.

The District shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment as set forth in this Section have been satisfied. Promptly following the effective date of any amendment or modification under this Section, the District shall mail written notice thereof to each rating agency which then maintains a rating on the Certificates.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Each of the following events constitutes an Event of Default hereunder:

- (a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or in the Trust Agreement, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Trustee; *provided, however*, that if the District notifies the Corporation and the Trustee that in its reasonable opinion the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures such failure in a reasonable period of time.
- (c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise each and every one of the following remedies, subject in all respects to the limitations set forth in Section 8.3.

- (a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subsection (b) of this Section, the District agrees to remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse

the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation.

The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in the County of Kern for the account of and at the expense of the District, and the District hereby agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subsection (b) of this Section. The District agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the unpaid Lease Payments shall be deposited with the Trustee in the Lease Payment Fund, to be applied as a credit against future Lease Payments.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment

of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be deposited in the Lease Payment Fund. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. *No Remedy Exclusive*. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it is not necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses*. If either party to this Lease defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8.5. *No Additional Waiver Implied by One Waiver*. If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

SECTION 8.6. *Application of Proceeds*. All net proceeds received from the re-lease of the Leased Property under this Article, and all other amounts derived by the Corporation or the Trustee as a result of the occurrence of an Event of Default, shall be paid to the Trustee and applied in accordance with Section 12.04 of the Trust Agreement.

SECTION 8.7. *Trustee and Certificate Owners to Exercise Rights*. Such rights and remedies as are given to the Corporation under this Article have been assigned by the

Corporation to the Trustee under the Assignment Agreement for the benefit of the Certificate Owners, to which assignment the District hereby consents. The Trustee and the Certificate Owners shall exercise such rights as provided in the Trust Agreement.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the District may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Trust Agreement, is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, (which opinion shall be addressed and delivered to the Trustee), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a) as the District instructs at the time of said deposit.

If the District posts a security deposit under this Section with respect to all unpaid Lease Payments and if the District has paid or caused to be paid all Additional Payments then due and payable, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the District under this Lease, and all security provided by this Lease for said obligations, will thereupon cease and terminate, excepting only the obligation of the District to make, or cause to be made all of the Lease Payments from such security deposit, and (c) under Section 4.6, title to the Leased Property will vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

Payments made by the Certificate Insurer under the Certificate Insurance Policy or the Reserve Policy will not be considered in determining whether the District has paid and discharged any or all of the Lease Payments under this Section.

SECTION 9.2. *Optional Prepayment.* The District shall have the right, at its option, to prepay the principal components of the Lease Payments in whole, or in part in any integral multiple of \$5,000, from any source of legally available funds, on any date on or after August 1, 2027, by paying a prepayment price equal to the aggregate principal components of the Lease Payments to be prepaid together with interest thereon to the prepayment date, without prepayment premium.

Such prepayment price shall be deposited by the Trustee upon receipt in the Lease Payment Fund, to be applied to the prepayment of Certificates under Section 3.01(a) of the Trust Agreement. The District shall give the Trustee written notice of its intention to exercise its option not less than 45 days in advance of the date of exercise.

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The District is obligated to prepay the principal components of the Lease

Payments, in whole on any date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Lease Payment Fund for such purpose under Article VI hereof and Article VI of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the District's obligations under this Section. Such prepayment price shall be deposited by the Trustee in the Lease Payment Fund to be applied to the prepayment of Certificates under Section 3.01(b) of the Trust Agreement.

SECTION 9.4. *Credit for Amounts on Deposit.* If the District prepays the principal components of the Lease Payments in full under Sections 9.2 or 9.3, such that the Trust Agreement is discharged by its terms as a result of such prepayment, at the written election of the District filed with the Trustee any or all amounts then on deposit in the Lease Payment Fund, the Project Fund or the Reserve Fund will be credited towards the amounts then required to be so prepaid. If the District prepays the principal components of the Lease Payments in part under Sections 9.2 or 9.3, any amount held in the Reserve Fund in excess of the Reserve Requirement may, at the written election of the District filed with the Trustee, be applied to prepay an additional principal amount of the Lease Payments.

ARTICLE X

PROVISIONS RELATING TO THE CERTIFICATE INSURER

SECTION 10.1. *Provisions of this Article are Controlling.* The following provisions of this Article X shall control and supersede any conflicting or inconsistent provisions in this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement.

SECTION 10.2. *Certificate Insurer as Sole Owner.* So long as the Certificate Insurance Policy is in effect and the Certificate Insurer is not in default in respect of its payment obligations thereunder, the Certificate Insurer shall be (i) deemed to be the sole and exclusive Owner of the Certificates for purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies, and (ii) entitled to direct and control the enforcement of all remedies under the Lease and Site Lease.

SECTION 10.3. *Certificate Insurer Consent.* Any amendment or supplement to this Lease or the Site Lease shall be subject to the prior written consent of the Certificate Insurer. No release or substitution of any property subject to this Lease or the Site Lease or any deed of trust or other document evidencing a security interest (as used herein, a "Security Interest") in the Leased Property shall occur without the prior written consent of the Certificate Insurer. No termination, assignment (other than to the Trustee under the Assignment Agreement), transfer or sublease of the Site Lease or this Lease shall be permitted without the prior written consent of the Certificate Insurer.

SECTION 10.4. *Preservation of Leased Property.* The District shall, on an ongoing basis, execute and deliver all documents and make or cause to be made all filings and recordings necessary or desirable in order to perfect, preserve and protect the interest of the Trustee in the Leased Property to the extent possible under applicable law. Not earlier than 180 days nor later than 30 days prior to each fifth anniversary of the Closing Date,

the District shall deliver to the Trustee and the Certificate Insurer evidence indicating that all filings and recordings have been made and all other actions have been taken so as to perfect, preserve and protect such interests under applicable law. This provision shall survive any termination of this Lease while the Certificates are Outstanding.

SECTION 10.5. *Application of Net Proceeds.* If insurance or condemnation proceeds with respect to the Leased Property are received, such proceeds shall be applied to replacement or restoration of the affected property or to prepayment of the Certificates; *provided, however,* that unless all Outstanding Certificates are to be prepaid from such amount, prior written consent of the Certificate Insurer shall be required for any such prepayment.

SECTION 10.6. *Limit on Debt and Liens.* Other than the Certificates, the District may not incur additional debt payable from the Lease Payments and may not impose a lien or encumbrance on the Leased Property, without the prior consent of the Certificate Insurer; provided nothing herein constitutes a limit on the District's ability to incur additional debt payable from the same source as the Lease Payments.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease may be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District: West Kern Community College District
29 Cougar Court
Taft, California 93268
Attention: Superintendent/Principal

If to the Corporation: Public Property Financing Corporation of California
2945 Townsgate Road, Suite 200
Westlake Village, California 93309
Attention: President

If to the Trustee: U.S. Bank National Association
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Global Corporate Trust

If to the Certificate Insurer:

SECTION 11.2. *Binding Effect.* This Lease inures to the benefit of and is binding upon the Corporation, the District, the Certificate Insurer and their respective successors and assigns.

SECTION 11.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. *Net-net-net Lease.* This Lease is a “net-net-net lease” and the District hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 11.5. *Third Party Beneficiaries.* The Trustee and the Certificate Insurer are hereby made third party beneficiaries hereunder with all rights of third party beneficiaries.

SECTION 11.6. *Further Assurances and Corrective Instruments.* The Corporation and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 11.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 11.9. *Corporation and District Representatives.* Whenever under the provisions of this Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the District by a District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

SECTION 11.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

IN WITNESS WHEREOF, the Corporation and the District have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA,**
as lessor

By: _____
Treasurer

**WEST KERN COMMUNITY COLLEGE
DISTRICT,**
as lessee

By: _____
Superintendent/Principal

Attest:

Clerk of the Board

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Taft, County of Kern, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

<u>Payment Date*</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payment</u>
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* Lease Payments are payable to the Trustee on the fifth Business Day preceding each of the listed Payment Dates.



TRUST AGREEMENT

Dated as of January 1, 2020

among

U.S. BANK NATIONAL ASSOCIATION,
as trustee

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and the

WEST KERN COMMUNITY COLLEGE DISTRICT

Relating to

\$ _____
2020 Certificates of Participation
(New Student Center Project)

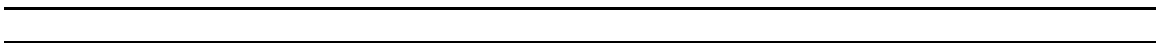


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TRUST AGREEMENT

This TRUST AGREEMENT (this "Trust Agreement") dated as of January 1, 2020, is between U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the WEST KERN COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California (the "District").

BACKGROUND:

1. The District has commenced construction of the District's New Student Center Project at Taft College, which will house a new cafeteria, bookstore, mail room, office rooms and student center (the "Project").

2. In order to provide funds to finance the Project the District has leased certain real property (the "Leased Property") to the Corporation under a Site Lease dated as of January 1, 2020, in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed leased the Leased Property back to the District under a Lease Agreement dated as of January 1, 2020 (the "Lease Agreement"), in consideration of the agreement by the District to semiannual lease payments (the "Lease Payments").

3. The Corporation has assigned its right to receive the Lease Payments to the Trustee, and in consideration of such assignment the Trustee has agreed to execute and deliver 2020 Certificates of Participation (New Student Center Project) in the aggregate principal amount of \$_____ (the "Certificates"), each evidencing a direct, undivided fractional interest in the Lease Payments, the proceeds of which will be applied to finance the Project, as further provided in this Trust Agreement.

4. Payment of principal and interest represented by the Certificates is insured by a Municipal Bond Insurance Policy (the "Certificate Insurance Policy") issued by _____ (the "Certificate Insurer"), and the Certificate Insurer is issuing a Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") to be credited to the Reserve Fund (defined herein).

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District, the Corporation and the Trustee formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms used in this Trust Agreement have the meanings given them in Appendix A hereto.

SECTION 1.02. *Authorization.* Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

SECTION 2.01. *Authorization.* The Trustee is hereby authorized and directed upon written request from the Corporation to register, execute and deliver to the Original Purchaser, Certificates in the aggregate principal amount of \$_____. The Certificates evidence direct, undivided fractional ownership interests of the Owners thereof in the Lease Payments.

SECTION 2.02. *Date.* Each Certificate shall be dated as of the date of its execution and interest represented thereby shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless:

- (a) it is executed following a Record Date and on or before the next succeeding Interest Payment Date, in which event interest represented thereby shall be payable from such Interest Payment Date;

- (b) unless it is executed on or before the first Record Date, in which event interest represented thereby shall be payable from the Closing Date; or
- (c) if, as of the date of any Certificate, interest represented by such Certificate is in default, in which event interest represented thereby shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to such Certificate.

SECTION 2.03. *Terms of Certificates.* Principal represented by the Certificates is payable on August 1 in each of the respective years and in the respective amounts, and interest represented thereby is computed at the respective rates, as follows:

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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SECTION 2.04. *Fully Registered Form; Interest.* The Certificates will be delivered in the form of fully registered Certificates without coupons in the authorized denominations of \$5,000 or any integral multiple thereof, except that no Certificate shall represent principal payable in more than one year. The Trustee shall assign the Certificates such alphabetical and numerical designation as the Trustee deems appropriate.

Interest represented by the Certificates is payable on each Interest Payment Date to and including the date of maturity or prepayment, whichever is earlier, as provided in Section 2.09. Said interest represents the portion of Lease Payments designated as interest and coming due on each of the respective Interest Payment Dates. The share of the portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal represented by such Certificate by the rate of interest represented by such Certificate (on the basis of a 360-day year consisting of twelve 30-day months).

SECTION 2.05. *Book Entry System.*

(a) Original Delivery. The Certificates will be initially executed and delivered in the form of a separate single fully registered Certificate (which may be typewritten) for each maturity of the Certificates. Upon initial delivery, the ownership of each such Certificate will be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Certificates shall be registered in the name of the Nominee on the Registration Books.

With respect to Certificates the ownership of which is registered in the name of the Nominee, the District and the Trustee have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the District holds an interest in the Certificates. Without limiting the generality of the immediately preceding sentence, the District and the Trustee have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any notice with respect to the Certificates, including any notice of prepayment, (iii) the selection by the Depository of the beneficial interests in the Certificates to be prepaid if the District elects to prepay the Certificates in part, (iv) the payment to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any amount with respect to principal or interest represented by the Certificates or (v) any consent given or other action taken by the Depository as Owner of the Certificates. The District and the Trustee may treat and consider the person in whose name each Certificate is registered as the absolute owner of such Certificate for the purpose of payment of principal and interest represented by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers of ownership of such Certificate, and for all other purposes whatsoever. The Trustee shall pay the principal and interest represented by the Certificates only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal and interest represented by the Certificates to the extent of the sum or sums so paid. No person other than a Certificate Owner may receive a Certificate evidencing the obligation of the District to make payments of principal and interest under this Trust Agreement. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Certificates for the Depository's book-entry system, the District shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Certificates. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in the Certificates other than the Certificate Owners. The Trustee shall agree to take all action reasonably necessary for all representations of the District in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Trust Agreement, to qualify the Certificates for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Certificates, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the District and the Trustee in the issuance of replacement Certificates by providing the Trustee with a list showing the interests of the Depository System Participants in the Certificates, and by surrendering the Certificates, registered in the name of the Nominee, to the Trustee on or before the date such replacement Certificates are to be executed and

delivered. The Depository, by accepting delivery of the Certificates, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the District fails to identify another Securities Depository to replace the Depository, then the Certificates shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Certificates shall designate, in accordance with the provisions hereof.

If the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District may notify the Depository System Participants of the availability of such certificated Certificates through the Depository. In such event, the Trustee will execute, register, transfer and exchange Certificates as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the District shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Certificates to any Depository System Participant having Certificates credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Certificates, all at the District's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Certificate is registered in the name of the Nominee, all payments with respect to principal and interest represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.06. *Form and Execution of Certificates.* The Certificates shall be substantially in the form set forth in Appendix B hereto. The Trustee shall execute the Certificates with the manual signature of an authorized signatory of the Trustee. If any person whose signature appears on any Certificate ceases to be an authorized signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if such person had remained an authorized signatory until such date.

SECTION 2.07. *Transfer and Exchange.*

(a) Transfer of Certificates. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by duly authorized attorney, upon surrender of such Certificate for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, manually executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates representing the same maturity, interest rate and aggregate principal amount, in any authorized denominations. The District shall pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Certificate Owner of any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Certificates. Certificates may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Certificates representing other authorized

denominations of the same interest rate and maturity. The District shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee shall require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Certificate during the period established by the Trustee for the selection of Certificates for prepayment, or (ii) any Certificate which the Trustee has selected for prepayment in whole or in part under the provisions of Section 3.02.

SECTION 2.08. *Certificates Mutilated, Lost, Destroyed or Stolen.* If any Certificate is mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity in replacement for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. The Trustee shall cancel and destroy every mutilated Certificate so surrendered to it and shall deliver a certificate of destruction to the District at the request of the District. If any Certificate is lost, destroyed or stolen, evidence of such loss, destruction or theft must be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee is given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity and numbered as the Trustee shall determine in lieu of and in replacement for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each replacement Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee is not required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a replacement for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trustee and the District.

SECTION 2.09. *Payment.* Payment of interest represented by any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the close of business on the Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed to such Owner, by first class mail postage prepaid, at such Owner's address as it appears on the Registration Books. At the written request of the Owner of Certificates in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee prior to the Record Date preceding any Interest Payment Date, the Trustee shall pay interest represented by such Certificates coming due and payable on such Interest Payment Date by wire transfer in immediately available funds to such account in the United States as is specified in such written request. The principal and interest represented by any Certificate at maturity or upon prepayment are payable in lawful money of the United States of America upon surrender of such Certificate at the Office of the Trustee.

SECTION 2.10. *Execution of Documents and Proof of Ownership.* Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

- (a) The fact and date of the execution by any Owner or any Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of authority.
- (b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of such person's holding the same shall be proved by the Registration Books.

Nothing in this Section limits the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate binds every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee under such request or consent.

SECTION 2.11. *Registration Books.* The Trustee shall keep or cause to be kept sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the District and the Corporation upon prior notice, during regular business hours; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

ARTICLE III

PREPAYMENT OF CERTIFICATES

SECTION 3.01. *Prepayment.*

(a) Optional Prepayment. The Certificates maturing on or before August 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after August 1, 20__, are subject to prepayment prior to their stated maturity, at the option of the District, in whole, or in part by lot, on August 1, 20__, or on any date thereafter, from prepayments of the Lease Payments made under Section 9.2 of the Lease Agreement from any legally available source of funds of the District, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

(b) Prepayment From Net Proceeds of Insurance or Condemnation. The Certificates are subject to mandatory prepayment, in whole or in part on any Business Day, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under Section 9.3 of the Lease Agreement and Article VI, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

(c) Mandatory Sinking Fund Prepayment. The Term Certificates are subject to mandatory prepayment in part by lot, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, without premium, in the aggregate respective principal amounts and on August 1 in the respective years as set forth in the following table; *provided, however,* that if some but not all of the Term Certificates have been prepaid under subsections (a) or (b) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Certificates so prepaid, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the District to the Trustee).

**Term Certificates Maturing
August 1, 20__**

Sinking Fund Prepayment Date <u>(August 1)</u>	Principal Amount <u>To Be Prepayment</u>
	\$

SECTION 3.02. *Selection of Certificates for Prepayment.* Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates of any maturity are called for prepayment, the Trustee shall select Certificates of such maturity for prepayment by lot. For the purposes of such selection, Certificates shall be deemed to be composed of \$5,000 portions, and any such portion

may be separately prepaid. The Trustee shall promptly notify the District and the Corporation in writing of the Certificates or portions thereof so selected for prepayment.

SECTION 3.03. *Notice of Prepayment.* When prepayment is authorized or required under Section 3.01, the Trustee shall give notice of the prepayment of the Certificates on behalf and at the expense of the District. Such notice shall:

- (a) state the prepayment date and prepayment price;
- (b) state the numbers or maturities of the Certificates to be prepaid, if less than all of the then Outstanding Certificates are to be called for prepayment;
- (c) if a Certificate is to be prepaid only in part, identify the portion of the Certificate which is to be prepaid;
- (d) require that such Certificates be surrendered on the prepayment date at the Office of the Trustee for prepayment at said prepayment price;
- (e) state that interest represented by the Certificates will not accrue from and after the prepayment date; and
- (f) state that on the prepayment date the principal represented by each Certificate will become due and payable, together with accrued interest represented thereby to the prepayment date, and that from and after such date interest represented thereby ceases to accrue and be payable.

The Trustee has no liability for any designation of the CUSIP numbers of the Certificates to be prepaid, and neither the failure to identify the CUSIP numbers of the Certificates to be prepaid nor any incorrect designation of such CUSIP numbers will affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

The Trustee shall mail notice of prepayment by first class mail with postage prepaid, to the Securities Depositories and to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, at least 20 days but not more than 60 days prior to the prepayment date. Neither the failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

The District may rescind any optional prepayment of the Certificates, and notice thereof, for any reason on any date prior to the date fixed for such optional prepayment by causing written notice of the rescission to be given to the Owners of the Certificates so called for prepayment. Notice of rescission of optional prepayment will be given in the same manner in which the notice of prepayment was originally given. The actual receipt of notice of such rescission is not a condition precedent to rescission and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. The District, the Corporation or the Trustee have no liability to the Owners of any Certificates,

or any other party, as a result of the District's decision to rescind an optional prepayment of the Certificates.

SECTION 3.04. *Partial Prepayment of Certificates.* Upon surrender of any Certificate prepaid in part only, the Trustee shall execute, register and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

SECTION 3.05. *Effect of Notice of Prepayment.* Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Lease Payment Fund, the Certificates shall become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, said Certificates shall be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, and shall be held by the Trustee in cash uninvested.

All Certificates paid at maturity or prepaid prior to maturity under the provisions of this Article III shall be canceled upon surrender thereof.

SECTION 3.06. *Purchase of Certificates.* In lieu of prepayment of Certificates as provided in this Article, amounts held by the Trustee for such prepayment may, at the written request of the District Representative received by the Trustee at least 75 days prior to the selection of Certificates for prepayment, with the consent of the Certificate Insurer, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

ARTICLE IV

DISPOSITION OF PROCEEDS OF SALE

SECTION 4.01. *Application of Proceeds.* The proceeds (net of Original Purchaser's discount in the amount of \$_____ and premium paid directly to the Certificate Insurer in the amount of \$_____ for the Certificate Insurance Policy and the Reserve Policy, and plus the amount of original issue premium received on the sale of the Certificates in the amount of \$_____) received by the Trustee from the sale of the Certificates on the Closing Date) shall forthwith be deposited by the Trustee in the following respective funds and in the following order of priority:

- (a) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Fund.
- (b) The Trustee shall deposit the amount of \$_____, constituting the remainder of the Certificate proceeds, in the Project Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such deposits.

The parties hereto are advised and acknowledge that on the Closing Date from the proceeds of the Certificates, the Original Purchaser paid on behalf of the District to the Certificate Insurer \$_____ as payment of the premium for the Certificate Insurance Policy and \$_____ as payment of the premium for the Reserve Policy, which the Trustee shall credit to the Reserve Fund.

SECTION 4.02. *Reserve Fund.*

(a) General Provisions. The Trustee shall establish a special fund designated as the "Reserve Fund" to be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates, and applied solely as provided herein. Moneys in the Reserve Fund shall be held in trust as a reserve for the payment when due of the Lease Payments on behalf of the District.

The Trustee shall retain in the Reserve Fund all earnings on the investment of amounts therein to the extent required to maintain the full amount of the Reserve Requirement on deposit therein. All amounts on deposit in the Reserve Fund at any time in excess of the Reserve Requirement, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, shall be transferred by the Trustee to the Project Fund prior to the Completion Date, and thereafter to the Lease Payment Fund semiannually on or before each Lease Payment Date. Any recomputation of the Reserve Requirement shall be made by or on behalf of the District, and shall become effective upon the filing by the District with the Trustee of written notice thereof.

(b) Application of Reserve Fund. If on any Interest Payment Date the moneys available in the Lease Payment Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the District by transferring the amount necessary for this purpose to the Lease Payment Fund. Upon receipt of any delinquent

Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance.

If on any Interest Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal and interest represented by any Certificates theretofore having come due but not presented for payment) are sufficient to pay or prepay all Outstanding Certificates, including all principal and interest represented thereby, the Trustee shall, upon the written request of the District, either (i) transfer all amounts then on deposit in the Reserve Fund to the Lease Payment Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the District, or (ii) transfer such amounts to the District for deposit into the Project Fund prior to the completion of the Project. Any amounts remaining in the Reserve Fund on the date of payment in full, or provision for such payment as provided in Section 13.01, of all obligations represented by the Outstanding Certificates and upon all fees and expenses then due and owing to the Trustee, shall be withdrawn by the Trustee and at the written request of the District applied towards such payment or paid to the District.

(c) Reserve Facility. The Reserve Requirement, or any portion thereof, may be satisfied by crediting to the Reserve Fund a Reserve Facility, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such letter of credit, bond insurance policy or any other comparable credit facility, must have a rating of at least "A" from S&P on the date such security is deposited into the Reserve Fund (provided that the Trustee shall be under no obligation and have no responsibility whatsoever to independently determine or verify such rating other than at the time of delivery). In the event of the use of a Reserve Facility, the Trustee shall be provided with copies of all documents in regard thereto and shall, to the extent not in conflict with the provisions of this Trust Agreement, conform to the forms thereof for purposes of submitting draws, and making reimbursements, thereon.

The Reserve Requirement will initially be satisfied by deposit in the Reserve Fund of the Reserve Policy delivered by the Certificate Insurer. The District and the Trustee covenant to comply with each of the provisions set forth in Appendix D hereto which provisions are hereby incorporated herein by reference thereto.

(d) Transfer of Excess Funds. If, as a result of the payment of principal or interest evidenced by the Certificates or otherwise, the Reserve Requirement is reduced, and the Reserve Requirement is not then satisfied by a Reserve Facility, funds on deposit in the Reserve Fund in excess of said reduced Reserve Requirement shall be transferred to the Lease Payment Fund.

(e) Transfer Upon Defeasance. On any date on which Certificates are defeased in accordance with the terms hereof, the Trustee shall, if so directed in a written request of the District, transfer any moneys in the Reserve Fund in excess of the Reserve Requirement resulting from such defeasance to the entity or fund so specified in such written request of the District, to be applied to such defeasance.

SECTION 4.03. *Establishment and Application of Costs of Issuance Fund*. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The Trustee shall disburse moneys in the Costs of Issuance

Fund to pay the Costs of Issuance upon submission of written requisitions executed by a District Representative stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On April 1, 2020, the Trustee shall withdraw all remaining moneys in the Costs of Issuance Fund and deposit such moneys in the Project Fund, and the Trustee shall thereupon close the Costs of Issuance Fund.

SECTION 4.04. *Project Fund.* The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Project Fund." The Trustee shall disburse moneys in the Project Fund from time to time to pay or reimburse the payment of Project Costs in accordance with written requisitions filed by the District with the Trustee in substantially the form attached hereto as Appendix E. Each such requisition is sufficient evidence to the Trustee of the facts stated therein and the Trustee has no duty to confirm the accuracy of such facts. The Trustee is not responsible for payments made in accordance with this Section. The District shall maintain accurate records showing all disbursements from the Project Fund, including records which show the name and address of each entity to whom payment is made and the amount and purpose of each payment.

Upon the determination by the District that the Project has been substantially completed, in accordance with Section 3.3 of the Lease Agreement the Trustee will withdraw from the Project Fund and deposit in the Lease Payment Fund all amounts remaining on deposit in the Project Fund, other than amounts estimated by the District to be required to pay future Project Costs. Whether or not the Projects have been substantially completed, upon the filing with the Trustee of a written certificate of the District stating that no further amounts are intended to be requisitioned from the Project Fund, the Trustee shall thereupon close the Project Fund and transfer all remaining amounts therein to the Lease Payment Fund.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

SECTION 5.01. *Assignment of Rights in Lease Agreement.* Under the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee certain of its rights under the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments and all other amounts required to be deposited in the Lease Payment Fund. The District shall pay to the Trustee all Lease Payments and other amounts which have been assigned to the Trustee under the Assignment Agreement. Any Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and the Corporation shall immediately transfer all such Lease Payments and other amounts to the Trustee.

SECTION 5.02. *Establishment of Lease Payment Fund.* The Trustee shall establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation has any beneficial right or interest in the Lease Payment Fund, or the moneys deposited therein, except only as provided in

this Trust Agreement, and the Trustee shall apply the Lease Payment Fund solely as set forth in this Trust Agreement.

SECTION 5.03. *Deposits.* The Trustee shall deposit all Lease Payments received by it in the Lease Payment Fund, including any moneys received by the Trustee for deposit therein under Section 5.01 or under Article VI hereof, or Article IX of the Lease Agreement, and any other moneys required to be deposited therein under the Lease Agreement or under this Trust Agreement.

SECTION 5.04. *Application of Moneys.* The Trustee shall apply amounts in the Lease Payment Fund solely for the purpose of paying the principal and interest represented by the Certificates as the same become due and payable, in accordance with the provisions hereof.

SECTION 5.05. *Surplus.* Any surplus remaining in the Lease Payment Fund, after prepayment and payment of all Certificates, including accrued interest (if any) and payment of any applicable fees and expenses to the Trustee and the Certificate Insurer or provision for such prepayment or payment having been made to the satisfaction of the Trustee and the Certificate Insurer, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE VI

INSURANCE AND CONDEMNATION FUND

SECTION 6.01. *Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.* Any Net Proceeds of insurance collected by the District in the event of accident to or destruction of any component of the Leased Property shall be paid to the Trustee under Section 6.1 of the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" which the Trustee shall thereupon establish. If the District determines and notifies the Trustee in writing of its determination, within 90 days following the date of such deposit, that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interests of the District, then such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund and applied to the prepayment of Lease Payments under Section 9.3 of the Lease Agreement and the corresponding prepayment of Certificates under Section 3.01(b), which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given. Notwithstanding the foregoing provisions of this Section, the determination of the District to apply Net Proceeds to the prepayment of Certificates is subject to the following:

- (a) if the Leased Property is damaged or destroyed in full, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if such Net Proceeds, together with other available moneys, are sufficient to cause the corresponding prepayment of all Lease Payments allocable to the Leased Property; and

- (b) if the Leased Property is damaged or destroyed in part but not in whole, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if the Lease Payments which result after the corresponding abatement thereof under Section 6.3 of the Lease Agreement are sufficient to pay the full amount of principal and interest represented by the Certificates which remain Outstanding after such prepayment.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Lease Payment Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the District, upon receipt of written requisitions of the District stating with respect to each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid and (c) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Any balance of the Net Proceeds remaining after the District shall file a written certificate with the Trustee stating that such work has been completed shall, after payment of all amounts then due and owing to the Trustee hereunder, be paid to the District.

SECTION 6.02. *Deposit and Application of Net Proceeds of Eminent Domain Award.* If all or any part of the Leased Property is taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund, under Section 6.1 of the Lease Agreement, and shall be applied and disbursed by the Trustee as follows:

- (a) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) that such proceeds are not needed for repair, replacement or rehabilitation of the Leased Property, and the District has given written notice to the Trustee of such determination, the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited towards the payment of the Lease Payments as they become due and payable.
- (b) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) such proceeds are needed for repair, replacement or rehabilitation of the Leased Property, the Trustee shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for the repair or rehabilitation of the Leased Property, upon the filing of requisitions of the District Representative meeting the requirements of Section 6.01.

- (c) If (i) less than all of the Leased Property is taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District gives written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, or (ii) all of the Leased Property is taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments under Section 9.3 of the Lease Agreement and applied to the corresponding prepayment of Certificates under Section 3.01(b), which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given.

In making any such determination whether to repair, replace or rehabilitate the Leased Property under this Section, the District may obtain, but is not required to obtain, at its expense, the report of an independent engineer or other independent professional consultant, a copy of which must be filed with the Trustee. Any such determination by the District is final.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENTS

SECTION 7.01. *Held in Trust.* The moneys and Permitted Investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the District and the Owners of the Certificates solely for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the District or the Owner of any Certificates.

SECTION 7.02. *Investments Authorized.* Upon the written request of a District Representative filed with the Trustee from time to time, moneys held by the Trustee in any fund or account hereunder shall be invested and reinvested by the Trustee in Permitted Investments which mature not later than the date such moneys are required or estimated by the District to be required to be expended hereunder. In the absence of any written request of the District directing the investment of uninvested moneys held by the Trustee hereunder, the Trustee shall invest such moneys in Permitted Investments described in clause (e) of the definition thereof. Such investments, if registrable, shall be registered in the name of the Trustee, as trustee or in the name of its nominee, and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Whenever in this Trust Agreement any moneys are required to be transferred by the District to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee is not responsible or

liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section.

The District shall invest amounts held by it in the Project Fund in any investments which are authorized for the investment of funds within the control of the District under the applicable laws of the State of California.

SECTION 7.03. *Accounting.* The Trustee shall furnish to the District, not less than monthly, an accounting (in the form customarily used by the Trustee) of all investments and other transactions made by the Trustee under this Trust Agreement.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which will include detail for all investment transactions made by the Trustee hereunder.

SECTION 7.04. *Allocation of Earnings.* Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made; *provided, however*, that all income received on the investment of amounts on deposit in the Reserve Fund shall be applied as set forth in Section 4.02.

SECTION 7.05. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, the District covenants that all investments of amounts deposited in any fund or account created by or under this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value as such term is defined in subsection (d) below. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow the express investment directions of the District in any written directions of a District Representative.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the District at their present value (within the meaning of Section 148 of the Tax Code); provided that the District shall provide written notice to the Trustee as to which funds are subject to a yield restriction.

(c) For the purpose of determining the amount in any fund, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least quarterly at the market value thereof. The Trustee may sell at the best price reasonably obtainable, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section, the term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and any related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. *Appointment of Trustee.* U.S. Bank National Association is hereby appointed Trustee by the Corporation and the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the District agree that they will maintain a Trustee having a corporate trust office in the State of California and having a combined capital and surplus (or whose related bank holding company has a combined capital and surplus) of at least \$50,000,000, and which shall be subject to supervision or examination by Federal or state authority, so long as any Certificates are Outstanding. If such bank or trust company publishes a report of condition at least annually under law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The District and the Corporation covenant that they will maintain a Trustee qualified under the provisions of the foregoing provisions of this Section, so long as any Certificates are Outstanding.

The Trustee is hereby authorized to pay or prepay the Certificates when duly presented as provided herein for payment at maturity, or on prepayment, or on purchase by the Trustee as directed by the District prior to maturity in accordance with Section 3.06, and to cancel all Certificates upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged. The Trustee shall be compensated for its services rendered under the provisions of this Trust Agreement.

SECTION 8.02. *Acceptance of Trusts.* The Trustee hereby accepts the express trusts imposed upon it by this Trust Agreement, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

- (a) The Trustee, prior to the occurrence of an Event of Default and after curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement, and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.
- (b) No provision in this Trust Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.
- (c) The Trustee is not responsible or liable for any recital herein, or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the validity or sufficiency of the security for the Certificates executed and delivered hereunder or intended to be secured hereby and the Trustee shall not be bound at any time to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the District under the Lease Agreement. The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII.
- (d) The Trustee is not accountable for the use of any Certificates delivered hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Certificates then Outstanding.
- (e) The Trustee shall be protected in acting upon any notice, request, requisition, consent, certificate, order, affidavit, letter, telegram, direction, facsimile transmission, electronic mail or other paper or document believed by the trust officer responsible for the administrative of the trusts created hereunder to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith under this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or

giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or in place thereof. The Trustee is not bound to recognize any person as an Owner of any Certificate or to take any action at such person's request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

- (f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Corporation Representative or a District Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, as provided in Section 8.02(h), shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Corporation Representative or a District Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the District, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.
- (g) The permissive right of the Trustee to do things enumerated in this Trust Agreement may not be construed as a duty and the Trustee is not answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee extend to its officers, directors, employees and agents.
- (h) The Trustee is not required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the District to make any of the Lease Payments to the Trustee required to be made by the District under the Lease Agreement or failure by the Corporation or the District to file with the Trustee any document required by this Trust Agreement or the Lease Agreement to be so filed subsequent to the delivery of the Certificates, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the District or the Owners of at least 25% in aggregate principal amount of Certificates then Outstanding. All notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.
- (i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and

representatives, have the right (but not any duty) fully to inspect the Leased Property, including all books, papers and records of the Corporation or the District pertaining to the Leased Property and the Certificates, and to take such memoranda from and with regard thereto as may be desired.

- (j) The Trustee is not required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.
- (k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee has the right, but is not required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, which may be deemed desirable by the Trustee for the purpose of establishing the right of the Corporation or the District to the execution of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.
- (l) Before taking any action referred to in Section 12.03 at the direction of the Certificate Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Certificate Owners, or any of them, for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.
- (m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee has no liability for interest on any moneys received hereunder except such as may be agreed upon, other than interest derived from investments made or required to be made under Section 7.02.
- (n) The Trustee is not responsible for the sufficiency of the Lease Agreement, its right to receive moneys under the Lease Agreement, or the value of or title to the Leased Property.
- (o) The Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

- (p) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers and the Trustee is not responsible for any misconduct or negligence on the part of any attorney, agent, or receiver appointed with due care. The Trustee shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder and shall be protected in any action taken or suffered by it hereunder in reliance on such advice.
- (q) The Trustee is not liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.
- (r) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.
- (s) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions under this Trust Agreement provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee, if provided to the Trustee, shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (iii) the Trustee has received a current incumbency certificate containing the specimen signature of such designated person.
- (t) The Trustee is authorized and directed by the District to enter into the Assignment Agreement.

SECTION 8.03. *Fees, Charges and Expenses of Trustee.* The Trustee shall be entitled to payment and reimbursement by the District for reasonable fees for its services rendered hereunder and all advances, agent and counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee has a first lien with right of payment prior to payment on account of principal and interest represented by any Certificate upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively. The

Trustee shall be entitled to interest on all moneys advanced by it in the performance of its duties hereunder at the maximum legal rate allowable.

SECTION 8.04. *Notice to Certificate Owners of Default.* If an Event of Default occurs of which the Trustee has been given or is deemed to have notice, as provided in Section 8.02(h), then the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Certificate, unless such Event of Default has been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the District to make any Lease Payment when due, the Trustee may elect not to give such notice to the Certificate Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

SECTION 8.05. *Removal of Trustee.* The District may, with the written consent of the Certificate Insurer, remove the Trustee at any time, unless an Event of Default has occurred and is continuing, and shall remove the Trustee (a) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority in aggregate principal amount of the Certificates then Outstanding (or their attorneys duly authorized in writing) or (b) if at any time the Trustee ceases to be eligible in accordance with Section 8.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of 30 days' prior written notice of such removal by the District to the Trustee, whereupon the District shall appoint a successor Trustee in accordance with Section 8.07.

SECTION 8.06. *Resignation by Trustee.* The Trustee and any successor Trustee may at any time resign by giving written notice by registered or certified mail to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee in accordance with Section 8.07. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the District shall mail notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books.

SECTION 8.07. *Appointment of Successor Trustee.* If the Trustee resigns or is removed under Sections 8.05 or 8.06, respectively, the District shall promptly appoint a successor Trustee acceptable to the Certificate Insurer. If the District for any reason whatsoever fails to appoint a successor Trustee within 30 days following the delivery to the Trustee of the instrument described in Section 8.05 or within 30 days following the receipt of notice by the District under Section 8.06, the Trustee may apply, at the expense of the District, to any federal or state court for the appointment of a successor Trustee meeting the requirements of Section 8.01. Any such successor Trustee appointed by such court will become the successor Trustee hereunder notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such 30 day period.

SECTION 8.08. *Merger or Consolidation.* Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a

party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 8.01, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 8.09. *Concerning any Successor Trustee.* Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Corporation and the District an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the District, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the District be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the District. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement has been filed or recorded.

SECTION 8.10. *Non-Liability of Trustee.* The recitals, statements and representations by the District and the Corporation contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the District and the Corporation, as the case may be, and not by the Trustee, and the Trustee has no responsibility, obligation or liability for the correctness of any thereof.

The Trustee makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District or the Corporation of the Leased Property. In no event is the Trustee liable for special or consequential damages in connection with or arising from the Lease Agreement for the existence, furnishing or use of the Leased Property.

The Trustee is not (a) responsible for the sufficiency or enforceability of the Lease Agreement or the assignment under the Assignment Agreement of its rights to receive Lease Payments, (b) deemed to have knowledge of any Event of Default unless and until it has received written notice thereof or, with respect to Section 8.1(a) of the Lease Agreement, has actual knowledge thereof or except as provided in Section 8.02(h) or (c) accountable for the use or application by the District or the Corporation of any funds which the Trustee has released under this Trust Agreement.

SECTION 8.11. *Actions Through Agents.* The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee is not answerable for the default

or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee is not answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own negligence or willful misconduct.

SECTION 8.12. *Nature of Trust Engagement.* The Trustee undertakes to perform such duties and only such duties as are expressly and specifically set forth in the Trust Agreement and no implied covenants or obligations whatsoever shall be read into the Trust Agreement against the Trustee. In accepting the trusts hereby created, the Trustee acts solely as Trustee and not in its individual capacity. All persons, including without limitation the Owners, the District and the Corporation having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts hereunder for payment except as otherwise provided herein; *provided, however*, that nothing in this sentence is intended or shall be construed to apply to, or limit the source of payment of, claims against the Trustee arising from the negligence or willful misconduct of the Trustee. Under no circumstances is the Trustee liable in its individual capacity for payment of the obligations represented by the Certificates.

ARTICLE IX

MODIFICATION OR AMENDMENT

SECTION 9.01. *Amendments Permitted.* This Trust Agreement and the rights and obligations of the Owners of the Certificates may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the Certificate Insurer and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 13.04, has been filed with the Trustee. No such modification or amendment may (a) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate represented thereby or extending the time of payment of interest, or reducing the amount of principal represented thereby or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or (b) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification hereof, or (c) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.02.

This Trust Agreement and the rights and obligations of the Owners of the Certificates may be modified or amended at any time by a supplemental agreement, with the prior written consent of the Certificate Insurer but without the consent of any Certificate Owners, but only to the extent permitted by law and only:

- (a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Corporation or the District;
- (b) to cure, correct or supplement any ambiguous or defective provision contained herein;

- (c) in regard to questions arising hereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Certificates;
- (d) if and to the extent permitted in the opinion of Bond Counsel filed with the Trustee, the District and the Corporation, to delete or modify any of the provisions hereof or thereof relating to the exclusion from gross income of interest represented by the Certificates for federal income tax purposes; or
- (e) to conform to any amendments of the Lease Agreement which are permitted to be made under Section 7.5 thereof.

Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto.

SECTION 9.02. *Procedure for Amendment with Written Consent of Certificate Owners.* If the consents of the Owners of the Certificates are required to any amendment hereof under Section 9.01, such amendment shall be required to comply with the provisions of this Section. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at such Owner's address as set forth on the Registration Books, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section.

Such supplemental agreement may not become effective unless there shall be filed with the Trustee the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 13.04) and a notice has been mailed as hereinafter provided in this Section. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.10. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the

parties hereto and the Owners of all Certificates at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60 day period.

SECTION 9.03. *Effect of Supplemental Agreement.* From and after the time any supplemental agreement becomes effective under this Article IX, this Trust Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto, and the rights of the affected Certificate Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

SECTION 9.04. *Endorsement or Replacement of Certificates Delivered After Amendments.* The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand on the Owner of any Certificate Outstanding at such effective date and presentation of such Owner's Certificate for the purpose at the Office of the Trustee, a suitable notation shall be made on such Certificate. The Trustee may determine that the delivery of substitute Certificates, so modified as in the opinion of the Trustee is necessary to conform to such Certificate Owners' action is necessary or desirable, which substitute Certificates shall thereupon be prepared, executed and delivered. In that case, upon demand on the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Office of the Trustee, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

SECTION 9.05. *Amendatory Endorsement of Certificates.* The provisions of this Article IX shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that proper notation thereof is made on such Certificates.

SECTION 9.06. *Opinion of Counsel.* Prior to executing any supplemental Trust Agreement, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such supplemental Trust Agreement under this Trust Agreement have been satisfied and such supplemental Trust Agreement is authorized and permitted under this Trust Agreement and does not adversely affect the exclusion of interest with respect to the Certificates from gross income for federal income tax purposes or adversely affect the exemption of interest with respect to the Certificates from personal income taxation by the State of California.

SECTION 9.07. *Notice to Rating Agencies.* The District shall send copies of any proposed amendment or modification hereof to each rating agency which then maintains a rating on the Certificates, at least 10 days prior to the effective date of any such amendment or modification.

ARTICLE X

OTHER COVENANTS

SECTION 10.01. *Compliance With and Enforcement of Lease Agreement.* The District covenants to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease Agreement by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Leased Property, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

SECTION 10.02. *Observance of Laws and Regulations.* The District will keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a public agency, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Without limiting the foregoing, the District covenants and agrees to comply in all material respects with all laws applicable to the Leased Property or any portion thereof, including without limitation all local, State and federal environmental and hazardous substances laws, rules and regulations, and with any order of any jurisdiction over the Leased Property.

SECTION 10.03. *Prosecution and Defense of Suits.* The District shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

SECTION 10.04. *Recordation and Filing.* The District shall record and file the Lease Agreement or a memorandum thereof, the Site Lease, the Assignment Agreement and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

SECTION 10.05. *Tax Covenants.*

(a) Private Business Use Limitation. The District shall assure that the proceeds of the Certificates are not used in a manner which would cause any of the obligations of the District under the Lease Agreement to become “private activity bonds” under and within the meaning of Section 141(a) of the Tax Code.

(b) Private Loan Limitation. The District shall assure that no more than the lesser of \$5,000,000 or 5% of the aggregate amount of the proceeds of the Certificates are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose obligations as defined in the Tax Code or constituting assessments) to persons other than state or local government units.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the obligations of the District under the Lease Agreement to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the obligations of the District under the Lease Agreement to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated all Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The District shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the District from any source of legally available funds of the District.

The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Certificates, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the District of any of the requirements herein.

SECTION 10.06. *Continuing Disclosure.* The District shall comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with such Continuing Disclosure Certificate does not constitute an Event of Default; except that any Participating Underwriter (as such term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Certificates may take such actions as may be necessary and appropriate to compel performance by the District of its obligations under this Section, including seeking mandate or specific performance by court order.

SECTION 10.08. *Further Assurances.* The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Lease Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

SECTION 10.09. *Provisions Relating to Certificate Insurance Policy.* So long as the Certificate Insurance Policy remains in effect, the District and the Trustee shall comply with all of the terms and provisions set forth in Appendix C relating to the Certificate Insurer and the Certificate Insurance Policy. Such provisions are hereby incorporated into this Trust Agreement by this reference, and shall control and supersede any conflicting or inconsistent provisions in this Trust Agreement, the Site Lease, the Lease Agreement or the Assignment Agreement.

ARTICLE XI

LIMITATION OF LIABILITY

SECTION 11.01. *Limited Liability of District.* Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in the Lease Agreement and this Trust Agreement, the District has no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth herein.

SECTION 11.02. *No Liability of the Corporation for Trustee Performance.* Neither the District nor the Corporation has any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

SECTION 11.03. *Indemnification of Trustee.* The Corporation and the District shall indemnify and save the Trustee, its directors, officers, agents and employees harmless from and against (whether or not litigated) all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of any of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on, the Project or the Leased Property by the Corporation or the District;
- (b) any breach or default on the part of the Corporation or the District in the performance of any of their respective obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Project or the Leased Property;
- (c) any act of negligence of the Corporation or the District or of any of their respective agents, contractors, servants, employees, licensees with respect to the Project or the Leased Property;

- (d) any act of negligence of any assignee of, or purchaser from the Corporation or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project or the Leased Property;
- (e) the application of the proceeds of the Certificates;
- (f) the actions of any other party, including but not limited to the ownership, operation or use of the Project or the Leased Property by the Corporation or the District; or
- (g) the Trustee's exercise and performance of its powers and duties hereunder.

No indemnification is made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence under this Trust Agreement by the Trustee, its officers, agents, employees, successors or assigns. The Corporation's and the District's obligations hereunder will remain valid and binding notwithstanding maturity and payment or discharge of the Certificates and notwithstanding any resignation or removal of the Trustee.

SECTION 11.04. *Opinion of Counsel.* Before being required to take any action, the Trustee may, at the expense of the District, require an opinion of counsel acceptable to the Trustee, or an opinion of Bond Counsel acceptable to the Trustee with respect to any federal tax matters, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying on any such opinion or certificate obtained by the Trustee.

SECTION 11.05. *Limitation of Rights to Parties and Certificate Owners.* Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the District, the Corporation, the Trustee, the Certificate Insurer and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Certificate Insurer and said Owners.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

SECTION 12.01. *Assignment of Rights.* Under the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee certain of the Corporation's rights in and to the Lease Agreement (excepting only the Corporation's rights under Sections 4.4, 5.10, 7.3 and 8.4 thereof), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation under the Lease Agreement as may be necessary or convenient (a) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (b) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

SECTION 12.02. *Events of Default Defined.* As provided in Section 8.1 of the Lease Agreement, any one or more of the following events constitutes an Event of Default:

- (a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified in the Lease Agreement.
- (b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Lease Agreement or in this Trust Agreement, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Trustee; *provided, however,* that if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 12.03. *Remedies.* If an Event of Default happens, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding the Trustee shall, exercise any and all remedies available under law or granted under the Lease, subject to the receipt of indemnification as provided herein; *provided, however,* that notwithstanding anything herein or in the Lease

Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

Notwithstanding any other provisions of this Agreement or in the Lease Agreement, the Certificate Insurer shall have the right, so long as it is not in payment default under the Certificate Insurance Policy, to direct the remedies to be taken upon any Event of Default hereunder, and the Certificate Insurer's consent shall be required for remedial action taken by the Trustee or the Corporation hereunder.

SECTION 12.04. *Application of Funds.* All moneys received by the Trustee under any right given or action taken under the provisions of this Article XII or Article VIII of the Lease Agreement shall be applied by the Trustee in the order following upon presentation of the several Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in taking any remedial action with respect thereto, including reasonable compensation to its agents, attorneys and counsel, and including such other necessary costs relating to the administration of the foregoing and to events leading up thereto;

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate set forth in Section 4.3(c) of the Lease Agreement (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest; and

Third, to the payment of amounts due and owing to the Certificate Insurer in respect of the Certificate Insurance Policy or the Reserve Policy.

SECTION 12.05. *Institution of Legal Proceedings.* If one or more Events of Default occur and are continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

SECTION 12.06. *Non-waiver.* Nothing in this Article XII or in any other provision of this Trust Agreement or in the Certificates, affects or impairs the obligation of the District, which is absolute and unconditional, to pay or prepay the Lease Payments as provided in

the Lease Agreement. No delay or omission of the Trustee or any Certificate Owner to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Certificate Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

SECTION 12.07. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Trustee or the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

SECTION 12.08. *Power of Trustee to Control Proceedings.* If the Trustee, upon the happening of an Event of Default, takes any action, by judicial proceedings or otherwise, under its duties hereunder, whether upon its own discretion or upon the direction of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, it has full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however,* that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Certificates opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 12.09. *Limitation on Certificate Owners' Right to Sue Exclusive.* No Owner of any Certificate delivered hereunder may institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee has refused or omitted to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates has any right in any manner whatever by its or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

SECTION 12.10. *Possession of Certificates by Trustee Not Required.* All rights and remedies granted to or exercisable by the Trustee hereunder or under the Lease Agreement may be exercised by the Trustee without possession of any of the Certificates

or the production thereof at the trial or other proceeding relative thereto, and any suit, action or proceeding instituted by the Trustee hereunder or under the Lease Agreement shall be brought in its name for the benefit of all the Owners of such Certificates, subject to the provisions of this Trust Agreement.

ARTICLE XIII

DISCHARGE; ADMINISTRATIVE PROVISIONS

SECTION 13.01. *Discharge Hereof.* If and when the obligations represented by any Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

- (a) by well and truly paying or causing to be paid the principal and interest represented by such Certificates Outstanding, as and when the same become due and payable; or
- (b) by depositing with the Trustee or any other fiduciary, under an escrow deposit and trust agreement, security for the payment of Lease Payments relating to such Certificates as more particularly described in Section 9.1 of the Lease Agreement, said security to be held by the Trustee on behalf of the District to be applied by the Trustee or by such other fiduciary to pay or prepay such Lease Payments as the same become due, under Section 9.1 of the Lease Agreement;

then notwithstanding that such Certificates have not been surrendered for payment, all rights hereunder of the Owners of such Certificates and all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligations of the Corporation and the District under Section 11.03 and the obligations of the Trustee under Sections 2.07 and 2.08, and the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited under paragraph (b) of this Section, to the Owners of such Certificates not so surrendered and paid all sums represented thereby when due and in the event of deposits under paragraph (b), such Certificates shall continue to represent direct, undivided fractional interests of the Owners thereof in the Lease Payments.

Any funds held by the Trustee, at the time of discharge of the obligations represented by all Outstanding Certificates as a result of one of the events described in paragraphs (a) or (b) of this Section, which are not required for the payment to be made to Owners, shall, upon payment in full of all fees and expenses of the Trustee (including attorneys' fees) then due, be paid over to the District.

If the principal and interest represented by the Certificates are paid by the Certificate Insurer under the Certificate Insurance Policy or the Reserve Policy, all covenants, agreements and other obligations of the District under the Lease Agreement and this Trust Agreement will continue to exist and the Certificate Insurer shall be subrogated to the rights of the Certificate Owners.

SECTION 13.02. *Records.* The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available

for inspection by the District, the Corporation and any Owner, or the agent of any of them, at any reasonable time during regular business hours upon prior notice.

SECTION 13.03. *Notices.* Any notice, request, complaint, demand or other communication under this Trust Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District: West Kern Community College District
29 Cougar Court
Taft, California 93268
Attention: Superintendent/Principal

If to the Corporation: Public Property Financing Corporation of California
2945 Townsgate Road, Suite 200
Westlake Village, California 93309
Attention: President

If to the Trustee: U.S. Bank National Association
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Global Corporate Trust

If to the Certificate Insurer:

SECTION 13.04. *Disqualified Certificates.* In determining whether the Owners of the requisite aggregate principal amount of Certificates have concurred in any demand, request, direction, consent or waiver under this Trust Agreement, Certificates which are owned or held by or for the account of the District (but excluding Certificates held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, *provided, however,* that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Certificates which the Trustee knows to be so owned or held shall be disregarded.

SECTION 13.05. *Payment of Certificates After Discharge of Trust Agreement.* Notwithstanding any provisions of this Trust Agreement, but subject to any applicable laws of the State of California relating to the escheat of funds or property, any moneys held by the Trustee in trust for the payment of the principal or interest represented by any Certificates and remaining unclaimed for two years after the principal represented by all

of the Certificates has become due and payable (whether at maturity or upon call for prepayment as provided in this Trust Agreement), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Certificates became due and payable, shall be repaid to the District free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Trustee shall (at the request of and at the cost of the District) mail, by first class mail postage prepaid, to the Owners of Certificates which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Certificates so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

SECTION 13.06. *Governing Law.* This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 13.07. *Binding Effect; Successors.* This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 13.08. *Corporation and District Representatives.* Whenever under the provisions of this Trust Agreement the Corporation or the District is required or permitted to take some action, including but not limited to the giving of any approval or the execution of some request, direction or other instrument, such action shall be made on behalf of the Corporation by an Corporation Representative and on behalf of the District by a District Representative, and any party hereto shall be fully authorized to rely upon any such action by an Corporation Representative or a District Representative.

SECTION 13.09. *Execution in Counterparts.* This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

SECTION 13.10. *Delivery of Canceled Certificates.* Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee of any Certificates, the Trustee shall cancel and, unless directed in writing by the District Representative, destroy such Certificates and shall deliver a certificate of destruction with respect thereto to the District.

SECTION 13.11. *Headings.* The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement.

SECTION 13.12. *Waiver of Notice.* Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such

notice are not conditions precedent to the validity of any action taken in reliance upon such waiver.

SECTION 13.13. *Separability of Invalid Provisions.* In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the District hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA**

By: _____
Treasurer

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____
Superintendent/Principal

Attest:

Clerk of the Board

APPENDIX A

DEFINED TERMS

Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in this Appendix A have the respective meanings given them in this Appendix when used in this Trust Agreement and when used in the Lease Agreement.

“Additional Payments” means the amounts payable by the District under Section 4.4 of the Lease Agreement.

“Assignment Agreement” means the Assignment Agreement dated as of January 1, 2020, between the Corporation as assignor and the Trustee as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California, or in any state in which any Office of the Trustee is located.

“Certificate Insurance Policy” means the Municipal Bond Insurance Policy issued by the Certificate Insurer with respect to the Certificates.

“Certificate Insurer” means _____, its successors and assigns, as issuer of the Certificate Insurance Policy and the Reserve Policy.

“Certificates” means the \$_____ aggregate principal amount of 2020 Certificates of Participation (New Student Center Project) executed and delivered and at any time Outstanding hereunder.

“Closing Date” means January __, 2020, being the day when the Certificates, duly executed by the Trustee, are delivered to the Original Purchaser.

“Completion Date” means, with respect to the Project, the date identified as the date of completion thereof in the written certificate of a District Representative under Section 3.3 of the Lease Agreement.

“Corporation” means the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California.

“Corporation Representative” means the President, Vice President, Treasurer or Secretary of the Corporation, or any other person authorized by resolution of the Board of Directors of the Corporation to act on behalf of the Corporation under or with respect to the Lease Agreement and this Trust Agreement.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee (which shall include legal fees and the first annual administration fee of the Trustee), financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, premiums payable to the Certificate Insurer for the Certificate Insurance Policy and the Reserve Policy, and any charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee under Section 4.03.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.05.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the West Kern Community College District, a community college district duly organized and existing under the laws of the State of California.

“District Representative” means the Superintendent/Principal, the Executive Vice President Administrative Services, CFO or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District under or with respect to the Lease Agreement and this Trust Agreement.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Event of Default” means an event of default under the Lease Agreement, as defined in Section 8.1 thereof.

“Excess Investment Earnings” means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Certificates at a yield in excess of the yield on the Lease Payments.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and (b) any obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Fiscal Year” means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period by the District as its fiscal year under written notice filed with the Trustee.

“Insurance and Condemnation Fund” means the fund by that name to be established and held by the Trustee under Section 6.01.

“Interest Payment Date” means August 1, 2020, and each February 1 and August 1 thereafter to and including the final date of maturity of the Certificates.

“Late Payment Rate” has the meaning given that term in Appendix D.

“Lease Agreement” means the Lease Agreement dated as of January 1, 2020, between the Corporation as lessor and the District as lessee, as originally executed or as thereafter amended under any duly authorized and executed amendments and supplements thereto.

“Lease Payment Date” means, with respect to any Interest Payment Date, the fifth Business Day preceding such Interest Payment Date.

“Lease Payment Fund” means the fund by that name established and held by the Trustee under Section 5.02.

“Lease Payments” means all payments required to be paid by the District under Section 4.3(a) of the Lease Agreement, including any prepayment thereof under Article IX of the Lease Agreement.

“Leased Property” means all of the land which is more particularly described in Appendix A to the Lease Agreement, consisting generally of the Project and the land on which it is situated. If the District exercises its option under Section 4.6 of the Lease Agreement with respect to the substitution of property or its option under Section 4.7 of the Lease Agreement with respect to the release of property, the term “Leased Property” will thereupon be modified accordingly.

“Net Proceeds” means any insurance proceeds or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Leased Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

“Nominee” means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.05(a).

“Office” means the corporate trust office of the Trustee in Seattle, Washington, provided that for purposes of payment, prepayment, exchange, transfer, exchange, surrender and cancellation of Certificates, such term means the corporate trust office of the Trustee in St. Paul, Minnesota, or such other or additional offices as the Trustee may designate in writing to the Corporation from time to time as the corporate trust office for purposes of this Trust Agreement.

“Original Purchaser” means Hilltop Securities, Inc., as original purchaser of the Certificates upon the negotiated sale thereof.

“Outstanding”, when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 13.05) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except (a) Certificates

theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Certificates deemed to have been paid under Section 13.01; and (c) Certificates in lieu of or in exchange for which other Certificates has been executed and delivered by the Trustee under Section 2.08.

“Owner”, when used with respect to a Certificate, means the person in whose name the ownership of such Certificate shall be registered on the Registration Books.

“Permitted Encumbrances” means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid under Article V of the Lease Agreement; (b) the Site Lease, the Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy with respect to the Leased Property issued as of the Closing Date by Stewart Title Guaranty Company and which the District certifies in writing will not materially impair the use of the Leased Property for its intended purposes; and (e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the District certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

- (a) Federal Securities;
- (b) Obligations of any agency, department or instrumentality of the United States of America which are rated A or better by S&P.
- (c) Interest-bearing deposit accounts (including certificates of deposit) in federal or State of California chartered savings and loan associations or in federal or State of California banks (including the Trustee and its affiliates), provided that: (i) the unsecured obligations of such commercial bank or savings and loan association are rated A or better by S&P; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation.
- (d) Commercial paper rated “A-1+” or better by S&P at the time of the purchase thereof.
- (e) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Trustee and its affiliates, which an unsecured, uninsured and unguaranteed obligation rating of “A-1+” or better by S&P.
- (f) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAM-G, AAAM or AAM, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries receives and retains

a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

- (g) Obligations the interest on which is excludable from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Permitted Investments described in clauses (a) or (b).
- (h) Bonds or notes issued by any state or municipality which are rated A or better by S&P.
- (i) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

“Project” means the acquisition, construction and improvement by the District of educational facilities consisting generally of a student support services building located on the Taft College Campus of the District. The District reserves the right to amend the description and scope of the Project from time to time in its sole discretion, and to add additional capital projects which will be used for the educational purposes of the District.

“Project Costs” means, with respect to the Project, all costs of the acquisition, construction and improvement thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

- (a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and improvement of the Project;
- (b) obligations incurred for labor and materials in connection with the acquisition, construction and improvement of the Project;
- (c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and improvement of the Project;
- (d) all costs of engineering, architectural services and other preliminary investigation expenses, including the actual out-of-pocket costs for site investigations, surveys, hazardous materials investigations, test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and improvement of the Project;
- (e) any sums required to reimburse the Corporation or the District for advances made for any of the above items or for any other costs incurred and for work done, including but not limited to administrative

costs of the Corporation or the District, which are properly chargeable to the acquisition, construction and improvement of the Project;

- (f) all financing costs incurred in connection with the acquisition, construction and improvement of the Project, including but not limited to Costs of Issuance and other costs incurred in connection with this Trust Agreement and the financing of the Project; and
- (g) the interest components of the Lease Payments prior to the Completion Date, to the extent not payable from the proceeds of the Certificates deposited in the Lease Payment Fund on the Closing Date.

“Project Fund” means the fund by that name established and held by the Trustee under Section 4.04.

“Record Date” means the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

“Registration Books” means the records maintained by the Trustee under Section 2.11 for the registration of the ownership and transfer of ownership of the Certificates.

“Rental Period” means each period during the Term of the Lease Agreement commencing on and including August 2 in each year and extending to and including the next succeeding August 1, except that the first Rental Period begins on the Closing Date and ends on August 1, 2020.

“Reserve Facility” means any line of credit, letter of credit, insurance policy, surety bond or other credit source deposited with the Trustee pursuant to this Trust Agreement.

“Reserve Fund” means the fund by that name established and held by the Trustee under Section 4.02.

“Reserve Policy” means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Certificate Insurer for credit to the Reserve Fund on the Closing Date.

“Reserve Requirement” means, as of the date of calculation thereof, an amount equal to the lesser of (a) 10% of the original principal amount of the Certificates, or (b) the maximum amount of Lease Payments (excluding Lease Payments with respect to which the District shall have posted a security deposit pursuant to Section 9.1 of the Lease) coming due in the current or any future Fiscal Year, or (c) 125% of average annual Lease Payments (calculated on a calendar year basis). The initial amount of the Reserve Requirement as of the Closing Date is equal to \$_____.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District designates in written notice filed with the Trustee.

“Site Lease” means the Site Lease dated as of January 1, 2020, between the District as lessor and the Corporation as lessee of the Leased Property, as originally

executed or as thereafter amended under any duly authorized and executed amendments and supplements thereto.

“S&P” means Standard & Poor’s Corporation, a division of the McGraw Hill Companies, of New York, New York, its successors and assigns.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Term of the Lease” means the time during which the Lease Agreement is in effect, as provided in Section 4.2 thereof.

“Term Certificates” means the Certificates maturing on August 1, 20__.

“Trust Agreement” means this Trust Agreement, as originally executed or as thereafter amended under any amendments or supplements hereto which are permitted to be made hereunder.

“Trustee” means U.S. Bank National Association, or any successor thereto acting as Trustee hereunder.

APPENDIX B

FORM OF CERTIFICATE OF PARTICIPATION

No. R-_____

\$_____

**2020 CERTIFICATE OF PARTICIPATION
(NEW STUDENT CENTER PROJECT)**

Evidencing the Direct, Undivided Fractional Interest of the
Owner Thereof in Lease Payments to be Made by the

**WEST KERN COMMUNITY COLLEGE DISTRICT
(KERN COUNTY, CALIFORNIA)**

RATE OF INTEREST: MATURITY DATE: DATED DATE: CUSIP:

January __, 2020

REGISTERED OWNER:

PRINCIPAL AMOUNT: *** _____ DOLLARS***

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (this "Certificate") is the owner of a direct, undivided fractional interest in Lease Payments (the "Lease Payments") payable under a Lease Agreement dated as of January 1, 2020 (the "Lease Agreement"), between the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the West Kern Community College District, a community college district duly organized and existing under the laws of the State of California (the "District"), which Lease Payments and certain other rights and interests under the Lease Agreement have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having a corporate trust office in Seattle, Washington (the "Office"), or such other or additional offices as the Trustee may designate from time to time as the corporate trust office.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease Agreement, on the Maturity Date identified above, or any earlier prepayment date, the Principal Amount identified above representing a direct, undivided fractional share of the portion of the Lease Payments designated as principal, and to receive on January 1, 2020, and semiannually thereafter on February 1 and August 1 of each year

(the "Interest Payment Dates") until payment in full of said principal, the Registered Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the period immediately preceding each of the Interest Payment Dates.

Interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (a) this Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (b) unless this Certificate is executed on or before July 15, 2020, in which event interest is payable from the Dated Date identified above. The Registered Owner's share of the portion of the Lease Payments designated as interest is the result of the multiplication of the aforesaid share of the portion of the Lease Payments designated as principal by the Rate of Interest per annum identified above, calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal represented hereby is payable in lawful money of the United States of America, upon presentation and surrender hereof at the Trust Office of the Trustee, and interest represented hereby is payable by check mailed by first class mail by the Trustee on each Interest Payment Date to the Registered Owner at such Owner's address as it appears on the registration books of the Trustee as of the close of business on the 15th day of the month preceding such Interest Payment Date.

This Certificate has been executed and delivered by the Trustee under the terms of a Trust Agreement dated as of January 1, 2020, among the Trustee, the Corporation and the District (the "Trust Agreement"). The District has certified that it is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California, for the purpose of leasing certain real property (the "Leased Property") used for the educational purposes of the District. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Trust Office of the Trustee) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease Agreement, to all of the provisions of the Lease Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated under the Lease Agreement to pay the Lease Payments for the Leased Property from any source of available funds, subject to certain exceptions as set forth in the Lease Agreement. As more fully described in the Lease Agreement, the Lease Payments are subject to abatement during any period in which by reason of damage or destruction to the Leased Property in whole or in part, or by reason of eminent domain proceedings with respect to the Leased Property in whole or in part, there is substantial interference with the use and occupancy by the District of the Leased Property or any portion thereof; such abatement shall be in an amount agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining portions of the Leased Property. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay the Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions, and does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificates maturing on or before August 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after August 1, 20__, are subject to prepayment prior to their stated maturity, at the option of the District, in whole, or in part among by lot on August 1, 20__, or on any date thereafter, from any source of legally available funds, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

The Certificates maturing on August 1, 20__ (the "Term Certificates") are subject to mandatory prepayment in part by lot, at a prepayment price equal to 100% of the principal amount thereof to be prepaid, without premium, in the aggregate respective principal amounts and on August 1 in the respective years as set forth in the following table; *provided, however*, that if some but not all of the Term Certificates have been prepaid under subsections (a) or (b) of this Section, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Certificates so prepaid, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 (as set forth in a schedule provided by the District to the Trustee).

**Term Certificates Maturing
August 1, 20__**

Sinking Fund Prepayment Date (<u>August 1</u>)	<u>Principal Amount To Be Prepayment</u>
	\$

The Certificates are subject to mandatory prepayment, in whole or in part, on any business day, from certain proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under the Lease Agreement and the Trust Agreement, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in the Trust Agreement, the Trustee shall mail notice of prepayment of the Certificates by first class mail, postage prepaid, not less than 20 nor more than 60 days before the prepayment date, to the registered owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in

the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest, will be delivered to the transferee in exchange herefor. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee is not required to register the transfer or exchange of any Certificate during the period in which the Trustee is selecting certificates for prepayment or any Certificate selected for prepayment.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trustee has no obligation or liability to the owners of the Certificate to make any payment of the interest, principal or premium (if any) represented by the Certificates, other than as provided in the Trust Agreement from the Lease Payments and amounts credited thereto received or held by the Trustee. The recitals herein shall be taken as statements of the Corporation and the District and not of the Trustee. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange or payment, and any Certificate executed and delivered is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank National Association, as Trustee, acting under the Trust Agreement.

Execution Date: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution (banks, stockbrokers, saving and loan associations and credit unions with membership in an approved signature medallion program) pursuant to Securities and Exchange Commission Rule 17Ad-15.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C

PROVISIONS RELATING TO THE CERTIFICATE INSURANCE POLICY

The following terms and provisions are hereby incorporated into this Trust Agreement by this reference. Such provisions shall control and supersede any conflicting or inconsistent provisions in this Trust Agreement.

APPENDIX D

PROVISIONS RELATING TO RESERVE POLICY

Notwithstanding anything to the contrary set forth in the Trust Agreement the District and the Trustee agree to comply with the following provisions:

APPENDIX E

FORM OF REQUISITION FROM PROJECT FUND

**WRITTEN REQUISITION NO. ___ FOR DISBURSEMENT
FROM THE PROJECT FUND**

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting _____ of the West Kern Community College District, a community college district duly organized and existing under the laws of the State of California (the "District"), and as such, I am familiar with the facts herein certified and I am authorized and qualified to certify the same;

(ii) I am a duly designated "District Representative," as such term is defined in that certain Trust Agreement, dated as of January 1, 2020 (the "Trust Agreement"), among U.S. Bank National Association, as trustee (the "Trustee"), the Public Property Financing Corporation of California and the District;

(iii) pursuant to Section 4.04 of the Trust Agreement, the Trustee is hereby requested to disburse this date from the Project Fund established under the Trust Agreement, to the payees set forth on Exhibit A attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment or reimbursement of Project Costs;

(iv) each item of cost identified herein has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursement; and

(v) attached hereto is an invoice for each disbursement to be made pursuant to this Requisition.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement.

Dated:

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____
Name:
Title:

EXHIBIT A

PROJECT FUND DISBURSEMENTS

Payee Name and Address

Purpose of Obligation

Amount

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER 19, 2019

NEW ISSUE -- FULL BOOK-ENTRY

Insured Rating: Standard & Poor's: "____"

Underlying Rating: Standard & Poor's: "____"

See "RATINGS" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to certain qualifications described herein, under existing law, the portion of Lease Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS".

\$11,000,000*

2020 CERTIFICATES OF PARTICIPATION Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the WEST KERN COMMUNITY COLLEGE DISTRICT to the Public Property Financing Corporation of California (New Student Center Project)

Dated: Date of Delivery

Due: August 1, as shown on inside cover

Purposes. The captioned certificates of participation (the "Certificates") are being executed and delivered to (a) finance improvements to the new Student Center at Taft College of the West Kern Community College District (the "District"), and (b) pay certain costs of executing and delivering the Certificates, including, but not limited to, the premiums to acquire a certificate insurance policy and a reserve fund insurance policy to be credited to the Reserve Fund (defined herein). See "FINANCING PLAN" herein.

Security. The Certificates evidence direct, undivided fractional interests of the owners thereof in Lease Payments to be made by the District for the use and occupancy of certain real property and improvements under a Lease Agreement, dated as of January 1, 2020 (the "Lease Agreement"), between the District and the Public Property Financing Corporation of California, a California nonprofit public benefit corporation (the "Corporation"). The Lease Payments will be payable from any source of available funds of the District, subject to the provisions of the Lease Agreement described herein regarding abatement and defeasance. The District is required under the Lease Agreement to take such actions as may be necessary to include all Lease Payments coming due in each of its annual budgets during the term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The semiannual Lease Payments payable under the Lease Agreement will comprise the interest and principal represented by the Certificates. The Certificates will be secured under a Trust Agreement dated as of January 1, 2020, among the District, the Corporation and U.S. Bank National Association, Los Angeles, California, as trustee (the "Trustee"). Under an Assignment Agreement dated as of January 1, 2020, between the Corporation and the Trustee, the Lease Payments will be irrevocably assigned to the Trustee for the benefit of the Owners of the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES." See also "CERTAIN RISK FACTORS."

Interest. Interest represented by the Certificates will be payable on February 1 and August 1 of each year, commencing February 1, 2020. See "THE CERTIFICATES."

Book-Entry Only. When executed and delivered, the Certificates will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Certificates. Ownership interests in the Certificates may be purchased in book-entry form only. Beneficial owners of Certificates will not receive physical certificates representing the Certificates purchased, but will receive a credit balance on the books of the nominees of such purchasers who are participants of DTC. See "THE CERTIFICATES – Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

Payments. Principal and interest due with respect to the Certificates will be paid by the Trustee to DTC, which will in turn remit those payments to its participants for subsequent disbursement to the beneficial owners of the Certificates as described in this Official Statement. See "THE CERTIFICATES – Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

Prepayment. The Certificates are subject to optional prepayment, mandatory prepayment from net proceeds of insurance or condemnation and mandatory sinking fund prepayment prior to their maturity. See "THE CERTIFICATES – Prepayment."

Limited Obligation. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE COUNTY OF KERN, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF CALIFORNIA OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. SEE "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

Certificate Insurance. Concurrently with the issuance of the Certificates, _____ ("____") will issue its Municipal Bond Insurance Policy for the Certificates (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Certificates when due as set forth in the form of the Policy included as Appendix H to this Official Statement. See "CERTIFICATE INSURANCE" and "APPENDIX H."

---Bond Insurer Logo---

MATURITY SCHEDULE

(See inside cover)

This cover page contains information for quick reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire official statement to obtain information essential in making an informed investment decision. See "CERTAIN RISK FACTORS" for a discussion of factors that should be considered, in addition to the other matters set forth in this Official Statement, in evaluating the investment quality of the Certificates.

The Certificates are offered when, as and if executed and delivered, subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel. Certain legal matters will be passed upon for the District by Jones Hall, A Professional Law Corporation, San Francisco, California, as Disclosure Counsel. Quint & Thimmig LLP, Larkspur, California, is serving as counsel to the Underwriter. It is anticipated that the Certificates will be available for delivery on or about, January __, 2020*.

HILLTOP SECURITIES LOGO

The date of this Official Statement is: _____, 2019

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Certificate owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Certificates at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Certificates to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Trust Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Certificates have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Certificates have not been registered or qualified under the securities laws of any state.

Certificate Insurance. _____ ("_____" or the "Certificate Insurer") makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, the Certificate Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Certificate Insurer, supplied by the Certificate Insurer and presented under the heading "CERTIFICATE INSURANCE" and in APPENDIX H.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Certificates will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the Corporation, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

WEST KERN COMMUNITY COLLEGE DISTRICT
kern COUNTY
STATE OF CALIFORNIA

BOARD OF TRUSTEES

Dawn Cole, *President*
Manny Campos, *Secretary*
Michael Long, *Trustee*
Dr. Kathy Garner Orrin, *Trustee*
Billy White, *Trustee*

DISTRICT ADMINISTRATIVE STAFF

Debra Daniels, *Superintendent/President*
Brock McMurray, *Executive Vice President, Administrative Services, CFO*
Amanda Bauer, *Executive Director, Fiscal Services*

FINANCIAL ADVISOR

Capitol Public Finance Group, LLC
Roseville, California

SPECIAL COUNSEL and DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

UNDERWRITER'S COUNSEL

Quint and Thimmig LLP
Larkspur, California

TRUSTEE

U.S. Bank National Association
Los Angeles, California

\$11,000,000*
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to the Public Property Financing Corporation of California
(New Student Center Project)

MATURITY SCHEDULE*

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP†
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* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP® data is not intended to create a database and does not serve in any way as a substitute for the CUSIP® Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the District, the Corporation nor the Underwriter take any responsibility for the accuracy of such numbers.

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OFFICIAL STATEMENT

\$11,000,000*

2020 CERTIFICATES OF PARTICIPATION

Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to the Public Property Financing Corporation of California
(New Student Center Project)

INTRODUCTION

This Official Statement (which includes the cover page and Appendices hereto) (collectively, the “**Official Statement**”), provides certain information concerning the sale and delivery of the certificates of participation captioned above (the “**Certificates**”), which evidence the direct, undivided fractional interests of the Owners thereof in lease payments (the “**Lease Payments**”) to be made by the West Kern Community College District (the “**District**”) pursuant to a Lease Agreement dated as of January 1, 2020 (the “**Lease Agreement**”), between the District and the Public Property Financing Corporation of California (the “**Corporation**”).

All capitalized terms used in this Official Statement but not otherwise defined have the meanings set forth in the Trust Agreement (defined below) or the Lease Agreement. See “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS.”

The District. The District was established in 1922 and is located in the community of Taft in western Kern County (the “**County**”). The District operates a two-year community college on a single campus, known as Taft College. The District encompasses approximately 735 square miles and includes the elementary school districts of Taft City, Midway, McKittrick, and Elk Hills, the Taft Union High School District, and the Maricopa Unified School District, consisting of a population of about 23,400 residents. The three-year average enrollment in the District is estimated at 2,793 full-time equivalent students. The District’s total assessed value in fiscal year 2019-20 is \$8,536,098,110. See “THE DISTRICT.”

Use of Proceeds. The proceeds of the sale of the Certificates will be used for the following purposes:

- (i) to provide a portion of the funds to construct the new Student Center Project at Taft College, and
- (ii) to pay certain costs incurred in connection with the execution and delivery of the Certificates, which include, but are not limited to, the payment of premiums to obtain a certificate insurance policy (the “**Municipal Bond Insurance Policy**” or the “**Policy**”) and a reserve fund insurance policy (the “**Reserve Fund Policy**”) both to be issued by _____ (“**_____**” or the “**Certificate Insurer**”) concurrently with the delivery of the Certificates.

See “FINANCING PLAN.”

**Preliminary; subject to change.*

Security and Sources of Payment. The Certificates evidence and represent the direct, undivided fractional interests of the registered owners (the “**Owners**”) thereof in the Lease Payments to be made by the District for the right to use the land and buildings comprising the District’s Central High School East Campus, to be leased by the District from the Corporation under the Lease Agreement (the “**Leased Property**”). See “THE LEASED PROPERTY” and “DISTRICT FINANCIAL INFORMATION – Long Term District Debt.”

The District and the Corporation will enter into a Site Lease dated as of January 1, 2020 (the “**Site Lease**”). Under the Site Lease, the District (as owner of the Leased Property) will lease the Leased Property to the Corporation. Concurrently, the District and the Corporation will enter into the Lease Agreement, under which the District will sublease the Leased Property back from the Corporation.

The Certificates will be executed and delivered under a Trust Agreement dated as of January 1, 2020 (the “**Trust Agreement**”), among the District, the Corporation and U.S. Bank National Association, Los Angeles, California, as trustee (the “**Trustee**”).

The Trustee and the Corporation will enter into an Assignment Agreement dated as of January 1, 2020 (the “**Assignment Agreement**”), under which the Corporation will assign to the Trustee for the benefit of the Certificate Owners substantially all of the Corporation’s right, title and interest in and to the Lease Agreement, including its right to receive the Lease Payments due under the Lease Agreement, provided that the Corporation will retain the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Lease Agreement.

See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES.”

LIMITED OBLIGATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE COUNTY OF KERN (THE “**COUNTY**”), THE STATE OF CALIFORNIA (THE “**STATE**”) OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Covenant to Appropriate; Abatement. The District is required under the Lease Agreement to take such actions as may be necessary to include all Lease Payments coming due in each of its annual budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The semiannual Lease Payments payable under the Lease Agreement will comprise the interest and principal represented by the Certificates. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES.”

However, the Lease Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the District’s right to the use and possession of the Leased Property or any portion thereof due to material damage to or destruction of the Leased Property or due to the taking of the Leased Property in eminent domain proceedings. If the Lease Payments are abated under the Lease Agreement, and are not paid from alternative sources as described in this Official Statement, the Certificate Owners would receive less than the full amount of principal and interest represented by the Certificates. To the extent proceeds of rental interruption insurance are available or there are moneys in the Reserve Fund with respect to the Certificates (as described below), Lease Payments (or a portion thereof)

may be made from those sources during periods of abatement. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Abatement” and “CERTAIN RISK FACTORS.”

Prepayment. The Certificates are subject to optional prepayment, mandatory prepayment from net proceeds of insurance or condemnation and mandatory sinking fund prepayment prior to their maturity. See “THE CERTIFICATES – Prepayment.”

Certificate Insurance; Reserve Fund Policy. Concurrently with the issuance of the Certificates, _____ will issue its Municipal Bond Insurance Policy for the Certificates. The Municipal Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Certificates when due, as set forth in the form of the Municipal Bond Insurance Policy included as an appendix to this Official Statement. See “CERTIFICATE INSURANCE” and APPENDIX H attached hereto. _____ is also providing a reserve fund insurance policy for credit to the Reserve Fund.

See “CERTIFICATE INSURANCE” and “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES - Reserve Fund.”

Legal Matters. The execution and delivery of the Certificates is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California (“**Special Counsel**”), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the District (“**Disclosure Counsel**”). Quint & Thimmig, Larkspur, California, is serving as counsel to the Underwriter (“**Underwriter’s Counsel**”). *Payment of the fees of Special Counsel, Disclosure Counsel and Underwriter’s Counsel is contingent upon the delivery of the Certificates.*

Tax Matters. Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Special Counsel, under existing law, the portion of the Lease Payments designated as and comprising interest and received by the Owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Also, in the opinion of Special Counsel, such interest will be exempt from State of California personal income taxes. See “TAX MATTERS” and Appendix D hereto.

Certain Risk Factors. As described under the heading “CERTAIN RISK FACTORS,” there are investment considerations and other risk factors associated with the purchase of the Certificates. Any one or more of the risks discussed, and others, could lead to a decrease in the market value of the Certificates. Potential purchasers of the Certificates are advised to review the entire Official Statement carefully and to conduct such due diligence and other review as they deem necessary and appropriate under the circumstances.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of the Certificates and executed by the District (the “**Continuing Disclosure Certificate**”). The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See “CONTINUING DISCLOSURE.”

Summaries of Documents. The summaries or references to the Site Lease, the Trust Agreement, the Lease Agreement, the Assignment Agreement and other documents, agreements and statutes referred to in this Official Statement, and the description of the Certificates included in this Official Statement, do not purport to be comprehensive or definitive, and such summaries,

references and descriptions are qualified in their entireties by reference to each such document or statute.

FINANCING PLAN; THE PROJECT

The proceeds of the Certificates will be applied to finance capital facility improvement projects in the District, more particularly to provide a portion of the funds to construct the District's new Student Center at Taft College (the "**Project**"). See also "SOURCES AND USES OF FUNDS" herein.

Pursuant to the Trust Agreement, the Trustee will establish a project fund (the "**Project Fund**") into which a portion of the Certificate proceeds will be deposited in order to finance the Project. Funds deposited in the Project Fund will be withdrawn by the Trustee upon the written request of the District to pay or reimburse Project Costs, as defined in the Trust Agreement. See "APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS - TRUST AGREEMENT."

[The Project consists of _____ [include description of project]. The Project is funded through a number of financing sources including from the proceeds of general obligation bonds. Construction commenced in 20____. [The original contractor was released from the Project, and the District currently has a claim against the surety bond which guaranteed the contractor's performance. The District expects that the proceeds of the surety will provide funds to prepay the Certificates. See "THE CERTIFICATES - Prepayment - Optional Prepayment."]

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Certificates are as follows:

Sources of Funds

Principal Amount of Certificates
Plus/Less Original Issue Premium/Discount

Total Sources

Uses of Funds

Project Fund
Lease Payment Fund⁽¹⁾
Delivery Costs⁽²⁾

Total Uses

⁽¹⁾ Capitalized interest through _____.

⁽²⁾ All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Special Counsel, Disclosure Counsel, Financial Advisor, Trustee, Certificate Insurance Policy premium and Reserve Fund Policy premiums, the rating agencies and certain other costs.

THE LEASED PROPERTY

Description and Location

Lease Payments will be made by the District under the Lease Agreement for the use and possession of certain real property and improvements thereon owned by the District, consisting of _____ (the “**Leased Property**”). Located on the Taft College Campus, the buildings have a combined insured replacement value of over \$___ million, which does not include the value of the land.

Fair Rental Value

The Lease Agreement provides that the Lease Payments and any Additional Payments which are payable in a Rental Period will constitute the total rental for the Leased Property for that Rental Period, and will be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period.

The Corporation and the District have agreed and determined in the Lease Agreement that the total Lease Payments and Additional Payments represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the estimated fair market value of the Leased Property, other obligations of the parties under the Lease Agreement, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

Substitution

The Lease Agreement provides that, upon compliance with certain conditions specified therein, the District may substitute alternate real property for all or any portion of the Leased Property or to release a portion of the Leased Property from the Lease Agreement. See “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement.”

THE CORPORATION

The Public Property Financing Corporation of California is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California. The Corporation was formed for the specific and primary purpose of rendering assistance to California school districts and other public agencies by, among other methods, acquiring, leasing, construction or financing various public facilities, land, equipment and other improvements and property for the use, benefit and enjoyment of the public. The Board of Directors of the Corporation will adopt its resolution approving the execution and delivery of the Certificates and related documents prior to the sale of the Certificates.

THE CERTIFICATES

Certificate Terms

General. The Certificates evidence and represent direct, fractional undivided interests of the Owners thereof in the principal and interest components of Lease Payments to be made by the District pursuant to the Lease Agreement.

The Certificates are dated the date of original delivery thereof and will be executed and delivered, without coupons, in denominations of \$5,000 or any integral multiple thereof, except that no Certificate shall represent principal payable in more than one year. The interest components evidenced by the Certificates will be due and payable semiannually on February 1 and August 1 of each year (each a **"Payment Date"**), commencing February 1, 2020.

Each Certificate shall be dated as of the date of its execution, and interest represented thereby shall be payable from the Payment Date next preceding the date of execution thereof, (a) unless it is executed following the close of business on the 15th day of the month preceding each Payment Date, whether or not such 15th day is a Business Day (a **"Record Date"**) and on or before the next succeeding Payment Date, in which event interest represented thereby shall be payable from such Payment Date, or (b) unless it is executed on or before the first Record Date, in which event interest represented thereby shall be payable from the day when the Certificates, duly executed by the Trustee, are delivered to the Underwriter; *provided, however*, that if, as of the date of any Certificate, interest represented by such Certificate is in default, interest represented thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to such Certificate. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Lease Payments evidenced by the Certificates will be payable no later than the fifth day preceding each Payment Date (in the event that any payment due under the Lease Agreement is due on a day which is not a Business Day, such payment shall be made on the next Business Day), the principal components of which will evidence interest components calculated at the rates per annum, all as set forth on the front inside cover page of this Official Statement.

Prepayment

The Certificates are subject to prepayment as described below. Capitalized terms used below and not defined have the meanings assigned to such terms in the Trust Agreement. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS."

Optional Prepayment. The Certificates are subject to prepayment prior to their stated maturity from any legally available source of funds of the District commencing on August 1, 20__, or on any date thereafter, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within maturity, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment from Sinking Fund Prepayments. The Certificates maturing on August 1, 20__ (the **"Term Certificates"**) are subject to mandatory sinking fund prepayment by lot on August 1 in each year as set forth in the following table, from the principal components of the Lease Payments required to be paid with respect to each of such dates, at a prepayment

price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the prepayment date, without premium, as follows:

Sinking Fund Prepayment Date (August 1)	Principal Amount To Be Prepaid
--	---

Notwithstanding the foregoing, if some but not all of the Term Certificates are prepaid under the Trust Agreement, the aggregate principal amount of the Term Certificates to be prepaid in each year as reflected in the foregoing table shall be reduced by the aggregate principal amount of Term Certificates so prepaid, to be allocated among sinking fund installments on a pro rata basis in integral multiples of \$5,000 such that the resulting amount of principal represented by the Term Certificates subject to prepayment on any date is equal to the aggregate principal components of the Lease Payments coming due and payable on such date.

Mandatory Prepayment from Net Proceeds. The Certificates are subject to mandatory prepayment, in whole or in part on any Business Day, among maturities on a pro rata basis and by lot within a maturity, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under the Lease Agreement and the Trust Agreement, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium. See “APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS.”

Prepayments from Net Proceeds and the resulting prepayment of Certificates that were purchased at a price greater than the applicable prepayment price could reduce the otherwise expected yield on such Certificates. See “RISK FACTORS – Early Prepayment of Certificates” herein.

Purchase In Lieu of Prepayment. In lieu of prepayment of Certificates as provided in the Trust Agreement and described above, amounts held by the Trustee for such prepayment may, at the written request of the District, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

Selection of Certificates. Whenever provision is made in the Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates of any maturity are called for prepayment, the Trustee shall select Certificates of such maturity for prepayment by lot. For the purposes of such selection, Certificates shall be deemed to be composed of \$5,000 portions, and any such portion may be separately prepaid. Whenever less than all Outstanding Certificates are called for redemption, the Certificates to be redeemed shall be called in such order as directed by the District, and absent such direction, on a proportionate basis.

Notice of Prepayment. The Trustee shall give notice of the prepayment of the Certificates on behalf and at the expense of the District. Such notice shall be mailed by first class mail with postage prepaid, to the Securities Depositories and to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, at least 20 days but not more than 60 days prior to the prepayment date. Such notice must:

- (a) state the prepayment date and prepayment price;
- (b) state the numbers or maturities of the Certificates to be prepaid, if less than all of the then Outstanding Certificates are to be called for prepayment;
- (c) if a Certificate is to be prepaid only in part, identify the portion of the Certificate which is to be prepaid;
- (d) require that such Certificates be surrendered on the prepayment date at the Office of the Trustee for prepayment at said prepayment price;
- (e) state that interest represented by the Certificates will not accrue from and after the prepayment date; and
- (f) state that on the prepayment date the principal represented by each Certificate will become due and payable, together with accrued interest represented thereby to the prepayment date, and that from and after such date interest represented thereby ceases to accrue and be payable.

Neither the failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

While the Certificates are subject to the book-entry system, the Trustee will not be required to give any notice of prepayment to any person or entity other than DTC and to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System and at the District's written direction, other securities depositories and information services. DTC and the DTC Participants shall have sole responsibility for providing any such notice of prepayment to the Beneficial Owners of the Certificates to be prepaid. Any failure at DTC to notify any DTC Participant, or any failure of a DTC Participant to notify the Beneficial Owner of any Certificates to be prepaid, of a notice of prepayment or its content or effect will not affect the validity of the notice of prepayment, or alter the effect of prepayment described below under "Effect of Prepayment."

Rescission of Prepayment Notice. The District may rescind any prepayment of the Certificates, and notice thereof, for any reason on any date prior to the date fixed for such prepayment by causing written notice of the rescission to be given to the Owners of the Certificates so called for prepayment. Notice of rescission of optional prepayment will be given in the same manner in which the notice of prepayment was originally given. The actual receipt of notice of such rescission is not a condition precedent to rescission and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. The District, the Corporation and the Trustee have no liability to the Owners of any Certificates, or any other party, as a result of the District's decision to rescind an optional prepayment of the Certificates.

Effect of Prepayment. Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Lease Payment Fund, the Certificates shall become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, said Certificates shall be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, and shall be held by the Trustee in cash, uninvested.

Book-Entry Only System

The Certificates will be executed and delivered as fully registered certificates, registered in the name of Cede & Co. as nominee of DTC, and will be available to actual purchasers of the Certificates (the “**Beneficial Owners**”) in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined in this Official Statement) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See “APPENDIX F – Book-Entry Only System.” If the book-entry only system is no longer used with respect to the Certificates, the Certificates will be registered and transferred in accordance with the Trust Agreement, as described below.

Transfer and Exchange of Certificates

While the Certificates are subject to DTC’s book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See “APPENDIX F – Book-Entry Only System.” During any period in which the Certificates are not subject to DTC’s book-entry system, their exchange and transfer will be governed by provisions of the Trust Agreement summarized in “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS.”

[Remainder of page intentionally left blank.]

LEASE PAYMENT SCHEDULE

Following is the schedule of Lease Payments with respect to the Certificates. Under the Lease Agreement, Lease Payments are due the fifth Business Day immediately preceding each Payment Date shown below.

SCHEDULE OF LEASE PAYMENTS

Payment Date	Principal Component	Interest Component	Total Payments
February 1, 2020			
August 1, 2020			
February 1, 2021			
August 1, 2021			
February 1, 2022			
August 1, 2022			
February 1, 2023			
August 1, 2023			
February 1, 2024			
August 1, 2024			
February 1, 2025			
August 1, 2025			
February 1, 2026			
August 1, 2026			
February 1, 2027			
August 1, 2027			
February 1, 2028			
August 1, 2028			
February 1, 2029			
August 1, 2029			
February 1, 2030			
August 1, 2030			
February 1, 2031			
August 1, 2031			
February 1, 2032			
August 1, 2032			
February 1, 2033			
August 1, 2033			
February 1, 2034			
August 1, 2034			
February 1, 2035			
August 1, 2035			
February 1, 2036			
August 1, 2036			
February 1, 2037			
August 1, 2037			
February 1, 2038			
August 1, 2038			
February 1, 2039			
August 1, 2039			
February 1, 2040			
August 1, 2040			
February 1, 2041			
August 1, 2041			
February 1, 2042			
August 1, 2042			
February 1, 2043			
August 1, 2043			
February 1, 2044			
August 1, 2044			
TOTALS			

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Nature of the Certificates

General. Each Certificate evidences and represents a direct, undivided fractional interest in the principal component of the Lease Payment due under the Lease Agreement on the payment date or prepayment date of such Certificate, and the interest component of all Lease Payments (based on the stated interest rate with respect to such Certificate) to accrue from the date of delivery to its principal payment date or prepayment date, as the case may be.

Assignment of Rights in Lease to Trustee. The Corporation, under the Assignment Agreement, will assign to the Trustee for the benefit of the Certificate Owners substantially all of the Corporation's right, title and interest in and to the Lease Agreement, including, without limitation, its right to receive Lease Payments to be paid by the District; except that the Corporation will retain certain rights under the Lease Agreement (including the rights to Additional Payments, repayment of advances, indemnification and payment of attorneys' fees). The District will pay Lease Payments directly to the Trustee, as assignee of the Corporation. See "– Lease Payments" below.

Lease Payments

General. For the right to the use and occupancy of the Leased Property, the Lease Agreement requires the District to make Lease Payments. To secure the payment of the Lease Payments, the District is required to pay to the Trustee, for deposit into the Lease Payment Fund established and maintained by the Trustee, on the fifth Business Day before each Payment Date, an amount sufficient to pay the Lease Payment then due.

Pursuant to the Trust Agreement, the Trustee shall withdraw moneys from the Lease Payment Fund on each Payment Date in amounts which equal the Lease Payment due on such Payment Date and shall cause all sums withdrawn from the Lease Payment Fund to be deposited in the Certificate Payment Account, and shall cause the same to be applied to the payment of principal and interest evidenced by the Certificates due on such Payment Date.

Scheduled Lease Payments relating to the Certificates are set forth above under the heading "LEASE PAYMENT SCHEDULE."

Additional Rent. The Lease Agreement requires the District to pay, in addition to the Lease Payments, all costs and expenses incurred by the District under the Lease Agreement or under the Trust Agreement, or incurred by the Corporation to comply with the provisions of the Trust Agreement, including without limitation all Costs of Issuance (to the extent not paid from amounts on deposit in the Costs of Issuance Fund), annual compensation due to the Trustee and all of its reasonable costs and expenses (including amounts payable to the Trustee by virtue of indemnification) payable as a result of the performance of and compliance with its duties under the Trust Agreement, and all reasonable costs and expenses of attorneys, auditors, engineers and accountants engaged by the Corporation or the Trustee in connection with the Leased Property or the performance of their duties under the Lease Agreement or under the Trust Agreement (collectively, "**Additional Payments**").

Covenant to Appropriate Funds. The District covenants under the Lease Agreement to take such action as may be necessary to include all Lease Payments and all estimated Additional

Payments due under the Lease Agreement in its annual budgets. The Lease Agreement provides that it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform such covenant.

See "APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF LEGAL DOCUMENTS - The Lease Agreement - Lease Payments; Budget and Appropriation; Abatement."

Abatement

Lease Payments will be paid by the District in each rental period for the District's right to use and occupy the Leased Property for such rental period. The obligation of the District to pay Lease Payments will be abated, proportionately, during any period in which, by reason of damage or destruction, or taking in eminent domain or any defect in title to the Leased Property, there is substantial interference with the use and possession of the Leased Property by the District. The Lease Agreement provides that the amount of such abatement shall be determined by the District such that the resulting Lease Payments represent the fair consideration for the use and possession of the portion of the Leased Property not damaged or destroyed or taken; provided, however, that such abatement shall not result so long as moneys in the Lease Payment Fund and the Reserve Fund and Net Proceeds of insurance and rental interruption insurance and condemnation awards are sufficient to make Lease Payments when and as due.

Such abatement will continue for the period commencing with such damage or destruction or taking and ending with the substantial completion of the work of repair or reconstruction; and the Term of the Lease shall be extended as provided in the Lease Agreement, except that the Term of the Lease will in no event be extended more than ten years beyond its original term, as provided in the Lease Agreement. Abatement of Lease Payments is not an event of default under the Lease Agreement and does not permit the Trustee to take any action or avail itself of any remedy against the District. In the event of any such partial damage or destruction or taking, the Lease Agreement will continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage or destruction or taking. For information regarding rental interruption insurance, see " – Covenant to Maintain Property Insurance" below.

The Trustee cannot terminate the Lease Agreement solely on the basis of such substantial interference. Abatement of Lease Payments is not an event of default under the Lease Agreement and does not permit the Trustee to take any action or avail itself of any remedy against the District. For a description of abatement resulting from condemnation of all or part of the Leased Property, see "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement – Lease Payments – Abatement."

Limited Obligation

NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Termination or Abatement Due to Eminent Domain. Under the Lease Agreement, if the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease will cease with respect thereto as of the day possession is so taken.

If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, (a) the Lease Agreement will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking, and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto, in an amount to be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property, calculated in accordance with the Lease Agreement.

However, there will be no abatement of Lease Payments to the extent that amounts in the Reserve Fund, insurance proceeds and eminent domain proceeds are available to pay Lease Payments that would otherwise be abated under this provision, and such proceeds and amounts will constitute a special fund for the payment of the Lease Payments.

Lease Payment Fund

Establishment. Under the Trust Agreement the Trustee will establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund will be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates.

So long as any Certificates are Outstanding, neither the District nor the Corporation will have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement, and such moneys will be used and applied by the Trustee as set forth in the Trust Agreement.

Deposits. All Lease Payments received by the Trustee will be deposited in the Lease Payment Fund.

Application of Moneys. All amounts in the Lease Payment Fund will be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the Certificates as they become due and payable, in accordance with the Trust Agreement.

Lease Payment Fund; Surplus. Any surplus remaining in the Lease Payment Fund after prepayment and payment of all Certificates, including accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, or provision for such prepayment or payment having been made to the satisfaction of the Trustee, will be withdrawn by the Trustee and remitted to the District.

Action on Default

If the District defaults under the Lease Agreement, the Trustee, as assignee of the Corporation's rights under the Lease Agreement, may terminate the Lease Agreement and recover certain damages from the District, or may retain the Lease Agreement and hold the District liable for all Lease Payments thereunder on an annual basis. Lease Payments may not be accelerated upon a default under the Lease Agreement. See "CERTAIN RISK FACTORS."

For a description of the events of default and permitted remedies of the Trustee (as assignee of the Corporation) contained in the Lease Agreement and the Trust Agreement, see “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS.”

Reserve Fund

A reserve fund (the “**Reserve Fund**”) is established by the Trust Agreement and is required to be funded in an amount of the “**Reserve Requirement**”, being, as of the date of calculation thereof, an amount equal to the lesser of (a) 10% of the original principal amount of the Certificates, or (b) the maximum amount of Lease Payments (excluding Lease Payments with respect to which the District shall have posted a security deposit pursuant to the Lease) coming due in the current or any future Fiscal Year, or (c) 125% of average annual Lease Payments. The initial amount of the Reserve Requirement is defined in Appendix A hereto.

The Reserve Fund is required to be maintained until all Lease Payments are paid in full pursuant to the Lease Agreement and until the first date upon which the Certificates are no longer Outstanding.

The Reserve Requirement, or any portion thereof, may be satisfied by crediting to the Reserve Fund moneys, a letter of credit, a bond insurance policy, or any other comparable credit facility issued by an insurance company satisfying the requirements of the Trust Agreement. Amounts available in the Reserve Fund, including amounts available pursuant to any such reserve fund credit instrument, will be used to make delinquent Lease Payments on behalf of the District. On the Closing Date, the full amount of the Reserve Requirement will be satisfied by the delivery of the Reserve Fund Policy by the Certificate Insurer.

Amounts available in the Reserve Fund, including amounts available pursuant to the Reserve Fund Policy will be used to make delinquent Lease Payments in accordance with the Trust Agreement. As described herein, the Reserve Requirement will be satisfied by the credit to the Reserve Fund of the Reserve Policy issued by the Certificate Insurer.

See “APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS” for a further description of the application of funds in the Reserve Fund.

Covenant to Maintain Property Insurance

The Lease Agreement requires the District to obtain public liability and property damage insurance, casualty insurance, rental interruption insurance, and to obtain a title insurance policy with respect to the Leased Property, as described below.

Public Liability and Property Damage Insurance. The District will maintain or cause to be maintained, throughout the Term of the Lease, comprehensive general insurance in protection of the Corporation, the District and their respective members, officers, agents, employees and assigns. Such insurance shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such insurance shall provide coverage in such liability limits and be subject to such deductibles as the District deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of a program of self-insurance by the District, or in the form of the participation by the District in a

joint powers authority or other program providing pooled insurance. The District shall apply the Net Proceeds of such insurance toward extinguishment or satisfaction of the liability with respect to which such Net Proceeds are paid.

Casualty Insurance. The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of the Lease, casualty insurance against loss or damage to the insured buildings, facilities and other improvements constituting any part of the Leased Property, in an amount at least equal to the lesser of (a) the replacement value of such buildings, facilities and improvements, or (b) the aggregate principal amount of the Outstanding Certificates. Such insurance shall, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and shall include earthquake coverage but only if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the District, whose determination is final and conclusive. Such insurance may be subject to such deductibles as the District deems prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The District shall apply the Net Proceeds of such insurance as provided in the Lease Agreement.

Rental Interruption Insurance. The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of the Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the buildings, facilities and other improvements constituting any part of the Leased Property, as a result of any of the hazards covered by casualty insurance as described in the preceding paragraphs, in an amount at least equal to the maximum Lease Payments coming due and payable during any two consecutive Fiscal Years during the remaining Term of the Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, provided that the provider of such insurance has at least an "A" rating by A.M. Best & Company, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Lease Payment Fund, and shall be credited towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Title Insurance. The District shall obtain a CLTA title insurance policy from Stewart Title Company, insuring the District's leasehold estate in the Leased Property under the Lease Agreement, in an amount at least equal to the aggregate principal amount of the Certificates. All Net Proceeds received under such title insurance policy will be deposited with the Trustee in the Lease Payment Fund and credited towards the prepayment of the Lease Payments under the Lease Agreement.

See also "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement – Insurance."

Insurance and Condemnation Fund; Application of Net Proceeds

The Lease Agreement requires that Net Proceeds of any insurance or condemnation award with respect to the Leased Property (other than proceeds of rental interruption insurance,

which are required to be deposited into the Lease Payment Fund) be paid to the Trustee to be applied as provided in the Trust Agreement. The Trust Agreement provides that such Net Proceeds received by the Trustee shall be deposited in the Insurance and Condemnation Fund and that the District shall, within 90 days of the deposit of Net Proceeds with the Trustee, file a certificate with the Trustee and the Net Proceeds shall be applied by the Trustee as follows:

Application of Net Proceeds of Insurance. Any Net Proceeds of insurance collected by the District in the event of accident to or destruction of any component of the Leased Property shall be paid to the Trustee under the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the “Insurance and Condemnation Fund” which the Trustee shall establish. If the District determines and notifies the Trustee in writing of its determination, within 90 days following the date of such deposit, that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interests of the District, then such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund and applied to the prepayment of Lease Payments and the corresponding mandatory prepayment of Certificates, which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given. The determination of the District to apply Net Proceeds to the prepayment of Certificates is subject to the following:

- (a) if the Leased Property is damaged or destroyed in full, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if such Net Proceeds, together with other available moneys, are sufficient to cause the corresponding prepayment of all Lease Payments allocable to the Leased Property; and
- (b) if the Leased Property is damaged or destroyed in part but not in whole, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if the Lease Payments which result after the corresponding abatement thereof under the Lease Agreement are sufficient to pay the full amount of principal and interest represented by the Certificates which remain Outstanding after such prepayment.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Lease Payment Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the District, upon receipt of written requisitions of the District stating with respect to each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid and (c) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Any balance of the Net Proceeds remaining after the District shall file a written certificate with the Trustee stating that such work has been completed shall, after payment of all amounts then due and owing to the Trustee hereunder, be paid to the District.

See “THE CERTIFICATES – Prepayment – Mandatory Prepayment from Net Proceeds.”

Application of Net Proceeds of Condemnation Award. The Trust Agreement provides that if all or any part of the Leased Property is taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund, under the Lease Agreement, and shall be applied and disbursed by the Trustee as follows:

- (a) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) that such proceeds are not needed for repair, replacement or rehabilitation of the Leased Property, and the District has given written notice to the Trustee of such determination, the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited towards the payment of the Lease Payments as they become due and payable.
- (b) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) such proceeds are needed for repair, replacement or rehabilitation of the Leased Property, the Trustee shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for the repair or rehabilitation of the Leased Property.
- (c) If (i) less than all of the Leased Property is taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District gives written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, or (ii) all of the Leased Property is taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments of the Lease Agreement and applied to the corresponding mandatory prepayment of Certificates, which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given.

In making any such determination whether to repair, replace or rehabilitate the Leased Property as described above, the District may obtain, but is not required to obtain, at its expense, the report of an independent engineer or other independent professional consultant, a copy of which must be filed with the Trustee. Any such determination by the District is final. See also "THE CERTIFICATES – Prepayment – Mandatory Prepayment from Net Proceeds."

CERTIFICATE INSURANCE

The following information has been furnished by the Certificate Insurer for use in this Official Statement. No representation is made as to the accuracy or completeness of this information, or the absence of material adverse changes therein at any time subsequent to the date hereof. Reference is made to APPENDIX H for a specimen of the Policy.

Municipal Bond Insurance Policy

Concurrently with the issuance of the Certificates, _____ (“_____” or the “**Certificate Insurer**”) will issue a Municipal Bond Insurance Policy (the “**Policy**”) for the Certificates. The Policy guarantees the scheduled payment of principal of and interest on the Certificates when due as set forth in the form of the Policy included as APPENDIX H to this Official Statement.

--TO COME--

THE DISTRICT

General Information

The District was established in 1922 and is located in the community of Taft (the “**City**”) in western Kern County (the “**County**”). The District operates a two-year community college on a single campus, known as Taft College, located at 29 Cougar Court, Taft, California. The District encompasses approximately 735 square miles and includes the elementary school districts of Taft City, Midway, McKittrick, and Elk Hills, the Taft Union High School District, and the Maricopa Unified School District, consisting of a population of about 23,400 residents. The three-year average enrollment in the District between fiscal years 2016-17 through 2018-19 is estimated at 2,793 full-time equivalent students.

Administration

Governing Board. The District is governed by a Board of Trustees (the “**Board**”) consisting of five members which are elected at-large. Members are elected to four-year terms which commence on December 4 following the election date. Elections are held every two years in even numbered years. The current members of the Board are as follows:

WEST KERN COMMUNITY COLLEGE DISTRICT Board of Trustees

<u>Trustee Name</u>	<u>Term Expires</u>
Dawn Cole, President	December 2022
Manny Campos, Secretary	December 2022
Michael Long, Trustee	December 2022
Dr. Kathy Garner Orrin, Trustee	December 2020
Billy White, Trustee	December 2020

Administration. The day-to-day operations are managed by a Board-appointed Superintendent/President.

Employee Relations

The following table summarizes current bargaining units, contract status and number of employees covered.

WEST KERN COMMUNITY COLLEGE DISTRICT Fiscal Year 2019-20 Bargaining Organization and Contract Dates

Bargaining Organization	Type Represented	Number of Employees	Contract Ending Date
California Schools Employees Association	Classified	137	June 30, 2020
California Teachers Association	Certificated	59	June 30, 2020

Source: West Kern Community College District.

Recent Enrollment Trends

The following table shows the number of full-time equivalent students for the District for the fiscal years 2010-11 through 2019-20.

WEST KERN COMMUNITY COLLEGE DISTRICT Annual Full-Time Equivalent Students Fiscal Years 2008-09 through 2019-20 (Budgeted)

Fiscal Year	FTES	Percentage Change
2010-11	2,481	--%
2011-12	2,478	(0.1)
2012-13	2,539	2.5
2013-14	2,539	0.0
2014-15	2,529	(0.4)
2015-16	2,564	1.4
2016-17	2,841	10.8
2017-18	2,831	(0.4)
2018-19 ⁽¹⁾	2,909	2.8
2019-20 ⁽²⁾	2,925	0.6

⁽¹⁾ Estimate.

⁽²⁾ Budgeted.

Source: West Kern Community College District.

Risk Management

The District is a member of the Self Insured Schools of California (“**SISC**”) Joint Powers Authority (“**JPA**”). The District pays annual premiums for its workers’ compensation, health and welfare, and property/liability coverage. The relationship between the District and the JPA is such that it is not a component unit of the District for financial reporting purposes.

The District’s share of year-end assets, liabilities, or fund equity has not been calculated. During the year ended June 30, 2018, the District made payments of \$216,313, \$3,998,793, and

\$86,583 to SISC for its workers' compensation, health and welfare, and property/liability coverage, respectively.

The District also maintains property and liability coverage through the Statewide Association of Community Colleges.

DISTRICT FINANCIAL INFORMATION

Funding of Community College Districts in California

Major Revenues. California community college districts (other than Basic Aid/community-supported districts, as described below) receive a majority of their funding from the State, and the balance from local and federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery, and other minor sources. Local sources include property taxes, student fees, and miscellaneous sources.

The major local revenue source is local property taxes that are collected from within district boundaries, with student enrollment fees accounting for most of the remainder. A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations, educational foundation contributions and sales or leases of property.

The sum of property taxes, student enrollment fees, and State aid comprise a district's revenue limit. State funding is generally subject to the appropriation of funds in the State's annual budget. Thus, decreases in State revenues may affect appropriations made by the State Legislature to community college districts.

"Community supported" community college districts (also referred to "basic aid" districts) are those districts whose local property taxes, student enrollment fee collections, and Education Protection Account funds exceed the revenue allocation determined by the current State funding model. Thus, community supported districts do not receive any general apportionment funding from the State. The current law in the State allows these districts to keep the excess funds without penalty. The implication for community supported districts is that the legislatively determined annual COLAs and other politically determined factors are less significant in determining such districts' primary funding sources. Rather, property tax growth and the local economy become the determining factors. The District is not a community supported district.

Enrollment Based Funding – SB 361 (FY 2017-18 and Prior). From fiscal years 2006-07 to 2017-18, California community college districts were funded pursuant to the provisions of Senate Bill 361 ("**SB 361**"). Under SB 361, general apportionment revenues to community college districts were allocated based on criteria developed by the Board of Governors of the California Community Colleges in accordance with prescribed statewide minimum requirements. Annual allocations were based on the number of colleges and comprehensive centers in each district, plus funding received based on the number of credit and noncredit full time equivalent students ("**FTES**") in each district.

Under SB 361, minimum funding per FTES was: (a) not less than \$4,367 per credit FTES; (b) a uniform rate of \$2,626 per noncredit FTES; and (c) \$3,092 per FTES for the instructional category known as "career development and college preparation," all subject to cost of living adjustments.

Local revenues, consisting of local property taxes and student enrollment fees, were first used to satisfy a community college district’s expenditures. Once these sources were exhausted, State funds were used to determine a district’s revenue limit under SB 361.

Student Centered Funding Formula -- AB 1809 (Commencing FY 2018-19). Assembly Bill 1809 (“**AB 1809**”), a trailer bill to the 2018-19 State Budget, created a Student-Centered Funding Formula for general purpose apportionments, which will be implemented over the next three years. The new formula allocates funding to community college districts based upon FTES, as well as additional factors. The three calculations in the formula are:

- (1) a **base allocation** consistent with the SB 361 formula described above;
- (2) a **supplemental allocation** based on the number of students who receive a California Promise Grant, Pell Grant or are students who qualify under Assembly Bill 540 for an exemption from paying nonresident tuition at California public universities; and
- (3) a **student success allocation** which will allocate funds for outcomes related to completion of associate degree transfers, associate degrees and bachelor’s degrees, credit certificates, completion of transfer-level math and English within the first academic year of enrollment, transfer to four-year universities, completion of nine or more career technical education units and attainment of a regional living wage.

Formula Structure and Transition. The table below illustrates how community college district funding is implemented over a three year period:

**Student-Focused Funding Formula
Initially Implemented by State Budget for Fiscal Year 2018-19**

Funding Allocation	2018-19	2019-20*	2020-21
Base Grant	70%	70%	60%
Supplemental Grant	20	20	20
Student Success Incentive Grant	10	10	20

**Reflects revisions included in State Budget for Fiscal Year 2019-20.*

Hold Harmless Provision. In order to facilitate the transition of districts to the new funding formula, the legislation provides that during the initial three years of implementation, no community college district will receive less funding than it received in 2017-18, and each district will receive an increase to reflect a cost-of-living adjustment. The formula includes a “stability” provision that delays any decrease in revenue by one year.

Advisory Committees. As provided by statute, two advisory committees will be established reporting to the Chancellor’s Office and the Legislature.

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community Colleges Budget and

Accounting Manual. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

The financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities. The major fund classification is the general fund, which accounts for all financial resources not required to be accounted for in another fund. The District's fiscal year begins on July 1 and ends on June 30. All governmental funds and fiduciary funds are maintained on the modified accrual basis of accounting, and so revenues are recognized when they become susceptible to accrual (that is, both measurable and available to finance expenditures for the current period). For more information on the District's accounting method, see Note 2 of "APPENDIX A – FISCAL YEAR 2017-18 AUDITED FINANCIAL STATEMENTS" attached hereto.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. GASB No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting; (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting; and (iv) required supplementary information.

Financial Statements

General. The District's Audited Financial Statements for fiscal year 2017-18 were prepared by Vavrinek, Trine, Day & Co., LLP, Certified Public Accountants, Fresno, California and are attached as APPENDIX A. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Chancellor's Office. *The District considers its audited financial statements to be public information, and accordingly, no consent has been sought or obtained from the auditor in connection with the inclusion of such statements in this Official Statement. The auditor has made no representation in connection with inclusion of the audit in this Official Statement*

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table sets forth the District's revenues, expenses and change in net assets for fiscal years 2013-14 through 2017-18 (as shown in the District's audited financial statements). For fiscal year 2018-19, see the table below under "– District Budget."

WEST KERN COMMUNITY COLLEGE DISTRICT
Summary of Revenues, Expenditures and Changes in Net Position
For Fiscal Years 2014-15 through 2017-18 (Audited)

	2014-15	2015-16	2016-17	2017-18
<u>Operating Revenues</u>				
Tuition and Fees	\$9,382,200	\$5,529,769	\$4,048,642	\$4,091,278
Less: Scholarship discount and allowances	(6,248,655)	(972,530)	(2,149,145)	(3,295,317)
Net tuition and fees	3,133,545	4,557,239	1,899,497	795,961
Other Operating Revenues	50			
Grants and Contracts, non-capital:				
Federal	--	--	--	6,915,531
State	--	--	--	12,844,144
Net grants and contracts, non-capital	--	--	--	19,759,675
Total Operating Revenues	3,133,595	4,557,239	1,899,497	20,555,636
<u>Operating Expenses</u>				
Salaries	17,833,455	18,892,009	20,025,906	18,977,593
Employee benefits	6,941,080	7,307,400	8,715,031	9,982,746
Supplies, materials and other operating expenses and services	18,638,988	18,578,127	11,143,245	13,273,362
Student financial aid	--	--	4,957,830	6,899,471
Equipment, maintenance, and repairs	246,064	1,155,269	--	688,542
Depreciation	2,273,071	3,124,343	2,949,180	3,270,796
Total Operating Expenses	46,382,658	49,057,148	47,791,192	53,092,510
<u>Operating Loss</u>	(43,249,063)	(44,499,909)	(45,891,695)	(32,536,874)
<u>Non-Operating Revenues (Expenses)</u>				
State apportionments, non-capital	11,907,900	10,343,531	16,538,495	14,930,588
Local property taxes, levied for general purposes	12,768,151	11,078,992	5,217,098	9,345,541
Taxes levied for other specific purposes	1,373,597	1,217,548	7,162,683	997,519
Federal grants	7,929,408	8,220,111	6,136,717	--
State grants	7,093,531	11,456,590	10,805,297	--
State taxes and other revenues	610,772	548,306	417,677	662,661
Investment income	87,968	689,250	198,967	528,661
Interest expense and issuance costs on capital related debt	(6,267,213)	(2,941,610)	(1,254,242)	(2,291,060)
Investment income on capital asset-related debt, net	3,155	1,963	1,324	19,882
Other nonoperating revenue/expenses	3,733,304	(1,281,097)	3,193,119	1,613,078
Total Non-Operating Revenues (Expenses)	39,240,573	39,333,584	48,417,135	25,806,451
Income (Loss) Before Other Revenues And Expenses	(4,008,490)	(5,166,325)	2,525,440	(6,730,423)
<u>Other Revenues and Expenditures</u>				
State revenues, capital	230,037	72,430	--	--
Local revenues, capital	3,274,304	29,830	935,458	10,678
Total Other Revenues	3,504,341	102,260	935,458	10,678
<u>Increase (decrease) in Net Position</u>	(504,149)	(5,064,065)	3,460,898	(6,719,745)
<u>Net Position, Beg. Of Year, as previously reported</u>	66,020,528	35,119,228	33,055,163	33,726,561
Prior period adjustment	(30,397,152) ⁽¹⁾	--	--	(16,653,973) ⁽²⁾
<u>Net Position - Beg. of Year, as restated</u>	\$35,623,376	35,119,228	33,055,163	17,072,588
<u>Net Position - End of Year</u>	\$35,119,227	\$30,055,163	\$33,516,061	\$10,352,843

(1) The beginning net position was decreased by \$30,397,152 due to, among other things, adjustments related to net pension liabilities related to CalPERS and STRS following the implementation of GASB Statements No. 68 and No. 71 during fiscal year 2014-15. See " - District Retirement Systems - GASB 67 and 68" herein. A portion of the beginning net position decrease related to the restatement of investments for escrow reported for defeased debt of \$10,188,970. See Note 17 of the 2014-15 audited financial statements of the District.

(2) The beginning net position decreased by \$16,653,973. This was due to adjustments made to bring on the net OPEB liabilities following the District's implementation of GASB Statements No. 75 during the year ended June 30, 2018. A portion of the beginning net position decrease related to the restatement of accounts payable related to debt service of \$210,500. See Note 16, Summary of Significant Accounting Policies, Change in Accounting Principles for further details on the implementation of GASB Statements No. 75 in the attached 2017-18 District Audit.

Source: West Kern Community College District.

The District implemented GASB Statements 68 and 71 in fiscal year 2014-15. This changed the recognition of OPEB liability from being amortized over 30 years to being amortized

all in one year. These statements required the District to recognize a liability in that year, resulting in an artificial decrease in Net Position. Similarly, the District implemented GASB Statement 75 in fiscal year 2016-17 and applied it retroactively to fiscal year 2015-16. This statement required the District to recognize its share of the STRS and PERS unfunded liability, resulting in another artificial decrease in Net Position. Neither of these actions affected the District's real financial position or the funds available to the District.

District Budget

The District is required by provisions of the State Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed revenues plus the carry-over fund balance from the previous year. The Board of Governors of the California Community Colleges imposes a uniform budgeting format for all California community college districts. Under current law, the District Board of Trustees approves a tentative budget by July 1 and an adopted budget by September 15 of each fiscal year. The presentation of the District's audits as summarized in the previous section is used only for District's external audit. The District manages its funds in a different format, including with respect to its budgets and unaudited actuals. The following table shows the District's unaudited and adopted general fund figures for fiscal years 2018-19 and 2019-20.

WEST KERN COMMUNITY COLLEGE DISTRICT General Fund Budget and Fund Balances, Revenues and Expenditures For Fiscal Year 2018-19 (Unaudited) and 2019-20 (Budgeted)

	2018-19 Unaudited	2019-20 Budgeted
Beginning Balance, July 1		
Uncommitted	\$7,493,186	\$7,493,186
Committed	-	-
Restricted	1,202,744	1,351,921
Total Beginning Fund Balance	8,695,930	8,845,107
Revenues:		
State Apportionment & Education Protection Account (EPA) Funds	13,691,769	14,715,347
Basic Allocation Adjustment & COLA	5,163,851	5,163,851
Funding above 2017-18 final	9,870	-
Local Property Taxes	6,677,309	6,674,467
Enrollment Fees, 98%: 2017-18 & 2018-19 17,384,098, \$46/unit	762,539	798,986
Total Base Allocation, COLA & Growth	26,305,338	27,352,651
One Time Only Apportionment & Recalculation Funds	-	-
Lottery Funds	418,028	566,392
Other General Purpose	1,916,552	799,437
Restricted/Special Programs Revenue	13,320,498	7,034,280
Total Revenue	41,960,416	35,752,760
Total Revenue and Beginning Fund Balance	50,656,345	44,597,867
Expenditures/Appropriations:		
Academic Salaries	10,457,814	11,457,663
Classified Salaries	5,586,581	6,637,578
Employee Benefits	9,013,064	8,653,155
Books, Supplies & Materials	529,909	653,359
Other Operating Expenses	4,153,663	5,278,085
Capital Outlay	728,103	495,110
Interfund Transfers/Other Outgo	11,336,412	2,577,810
Total Expenditures/Appropriations and Interfund Transfers	41,805,546	35,752,760
Ending Fund Balance, June 30:		
Uncommitted	7,493,186	7,493,186
Committed	-	-
Restricted	1,351,921	1,351,921
Total Ending Fund Balance	8,845,107	8,845,107
Total Expenditures/Appropriations & Ending Fund Balance	\$50,650,653	\$44,597,867

Source: West Kern Community College District.

District Reserves The California Community College Chancellor’s Office recommends a prudent general fund unrestricted reserve of at least 5% of expenditures. District’s falling below the 5% may be subject to fiscal monitoring by the Chancellor’s Office. In addition, the District Board Policies require that the District maintain a 5% uncommitted contingency reserve.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers’ Retirement System (“**STRS**”) and classified employees are members of the Public Employees’ Retirement System (“**PERS**”). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. See “APPENDIX A - Audited Financial Statements of the District for Fiscal Year Ending June 30, 2018” and particularly Note 10.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**WEST KERN COMMUNITY COLLEGE DISTRICT
Historical STRS Contributions**

Fiscal Year	Contribution
2014-15	\$723,475
2015-16	922,151
2016-17	1,176,352
2017-18	1,296,536
2018-19*	1,489,357
2019-20**	1,927,820

*Estimated Actual.

**Budgeted.

Source: West Kern Community College District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial

liability of approximately \$107.2 billion as of June 30, 2018 (the date of the last actuarial valuation). In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.25% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District’s employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 10.73%, 12.58%, 14.43% and 16.28% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2019-20 through 2022-23**

<u>Fiscal Year</u>	<u>Employer Contribution Rate⁽¹⁾</u>
2019-20	18.13%
2020-21	18.10
2021-22 ⁽²⁾	18.10
2022-23 ⁽²⁾	18.10

(1) Expressed as a percentage of covered payroll.
(2) The employer contribution rate is projected to decrease in fiscal years 2021-22 and 2022-23. Projections may change based on actual experience.
Source: AB 1469

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District’s employer contributions to PERS for recent fiscal years are set forth in the following table.

**WEST KERN COMMUNITY COLLEGE DISTRICT
Historical CalPERS Contributions**

Fiscal Year	Contribution
2014-15	\$866,075
2015-16	917,548
2016-17	1,103,732
2017-18	1,174,531
2018-19*	1,398,498
2019-20**	1,848,963

*Estimated Actual.

**Budgeted.

Source: West Kern Community College District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$27.2 billion as of June 30, 2018 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new contribution rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, were implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 11.847%, 13.888%, 15.531%, and 18.062% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23⁽¹⁾**

Fiscal Year	Employer Contribution Rate ⁽²⁾
2019-20	20.800%
2020-21	23.500
2021-22	24.600
2022-23	25.300

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll.

Source: PERS

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA’s provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer’s current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member’s contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any

legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Note 13 to the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Healthcare Benefits

Plan Description. The Benefits Trust Company ("**BTC**") administers the District's Post-employment Benefits Plan (the "**Plan**"). The Plan is a single-employer defined benefit plan that is used to provide post-employment benefits other than pensions ("**OPEB**") for eligible retirees and their spouses.

As of June 30, 2018, the Plan has 75 retirees receiving benefits and 145 participating active employees.

Benefits Provided. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District's governing board has the authority to establish and amend terms as contained within the negotiated labor agreements.

Contributions. The contribution requirements of Plan members and the District are established and may be amended by the District, the faculty union, the local California Service Employees Association ("**CSEA**"), and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements with the District and the groups. For fiscal year 2017-18, the District contributed \$1,747,490 to the plan, of which \$1,130,262 was used for current premiums and \$617,228 was used to fund the OPEB Trust.

Changes in Net OPEB Asset of the District. The changes in net OPEB asset of the District as of June 30, 2018, are shown in the following table:

**CHANGES IN NET OPEB ASSET
West Kern Community College District**

	Total OPEB Liability (Asset)
Balance at June 30, 2017	\$17,060,740
Changes for the year:	
Service Cost	287,501
Interest	1,317,275
Actual investment income	(382,281)
Administrative expense	51,722
Contributions (employer)	<u>(1,747,490)</u>
Net changes	<u>(473,273)</u>
Balance at June 30, 2018	\$16,587,467

Source: West Kern Community College District 2018 Audited Financial Statement.

Sensitivity of the net OPEB asset to changes in the discount rate and healthcare cost trend rates. The net OPEB asset is based on the actuary report that relies on estimates and assumptions that affect the amounts reported. Particularly, changes in the discount and healthcare cost rates used can have significant impacts on the resulting actuarially determined net OPEB asset. Actual results may differ from those estimates and assumptions.

See "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDING JUNE 30, 2018 - Note 11 - Other Postemployment Benefits."

Long Term District Debt

The District has issued long-term debt in the form of general obligation bonds and refunding bonds and certificates of participation, as described below.

General Obligation Bonded Indebtedness. The following table summarizes the District's outstanding voter-approved general obligation bond indebtedness. See "DEBT SERVICE SCHEDULES" in the body of this Official Statement for the current annual debt service requirements of the District's outstanding bonds.

**SUMMARY OF OUTSTANDING GENERAL OBLIGATION BOND DEBT
West Kern Community College District**

Issue	Date of Issue	Maturity Date	Original Principal Amount	Principal Outstanding October 1, 2019
<u>Election of 2004</u>				
Series 2004A	05/13/2004	06/01/2029	\$14,999,057.60	\$199,057.60
Series 2006B	12/21/2006	11/01/2031	12,500,856.26	106,110.25
Series 2007C*	08/18/2007	11/01/2032	12,297,305.00	11,506,911.70
<u>Refundings</u>				
2015 Refunding, Series A	08/03/2015	11/01/2031	16,995,000.00	16,995,000.00
2015 Refunding, Series B	08/03/2015	11/01/2021	2,715,000.00	2,715,000.00
Totals			\$59,507,218.86	\$31,522,079.55

*Certain maturities to be refunded with the proceeds of the Bonds described in this Official Statement.

Certificate of Participation. On May 14, 2015, the District issued its 2015 Refunding Certificates of Participation in the aggregate principal amount of \$26,625,000 (the “**2015 Certificates**”). The 2015 Certificates mature through 2035 as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2019	\$1,000,000	\$891,500	\$1,891,500
2020	1,035,000	850,800	1,885,800
2021	1,080,000	808,500	1,888,500
2022	1,125,000	758,775	1,883,775
2023	1,180,000	701,150	1,881,150
2024-2028	6,785,000	2,594,775	9,379,775
2029-2033	8,000,000	1,325,619	9,325,619
2034-2035	3,575,000	129,676	3,704,676
Total	\$23,780,000	\$8,060,795	\$31,840,795

Source: West Kern Community College District 2018 Audited Financial Statement.

State Funding of Education

General. The largest percentage of community college district revenues comes from the State in accordance with the State’s formula for funding community college districts and the Proposition 98 minimum funding guarantee with respect to education appropriations. The following description of the State’s budget has been obtained from publicly available information which the District believes to be reliable; however, none of the District, its counsel or the Underwriter guarantees the accuracy or completeness of this information and have not independently verified such information. Additional information regarding State budgets is available at various State-maintained websites, including www.dof.ca.gov and www.lao.ca.gov. These websites are not incorporated herein by reference and none of the District, its counsel or the Underwriter make any representation as to the accuracy of the information provided therein or herein.

The State Budget Process. The State’s fiscal year begins on July 1 and ends on June 30. According to the State Constitution, the Governor is required to propose a budget for the next fiscal year (the “**Governor’s Budget**”) to the State Legislature no later than January 10 of each year. State law requires the Governor to update the Governor’s Budget projections and budgetary proposals by May 14 of each year (the “**May Revision**”). Proposition 25, which was adopted by voters in the State at an election held on November 2, 2010, amended the State Constitution such that a final budget must be adopted by a simple majority vote of each house of the State Legislature by no later than Jun 15 and the Governor must sign the adopted budget by no later than June 30. The budget becomes law upon the signature of the Governor (the “**Budget Act**”).

Under State law, the annual proposed Governor’s Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor’s Budget, the State Legislature takes up the proposal. The primary source of the annual expenditure authorizations is the Budget Act, as approved by the State Legislature and signed by the Governor. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the State Legislature. Appropriations also may be included in the legislation other than the Budget Act. Bills containing appropriations (except for K-12 school districts and community college districts (collectively, “**K-14 districts**”) must be approved by a two-thirds majority vote in each

house of the State Legislature and be signed by the Governor. Bills containing education appropriations for K-14 districts require only a simple majority vote. Continuing appropriations, available without regard for fiscal year, may also be provided by statute or the State Constitution. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt. However, delays in the adoption of a final State budget in any fiscal year may affect payments of State funds during such budget impasse.

Recent State Budgets

Certain information about the State budgeting process and the State Budget is available through several State sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. The Internet websites shown below are shown for reference and convenience only. The information contained within these websites may not be current, has not been reviewed by the District or the Underwriter and is not incorporated in this Official Statement by reference.

- The California State Treasurer Internet home page at www.treasurer.ca.gov, under the heading "Bond Information," posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State.
- The California State Treasurer's Office Internet home page at www.treasurer.ca.gov, under the heading "Financial Information," posts the State's audited financial statements. In addition, the Financial Information section includes the State's Rule 15c2-12 filings for State bond issues. The Financial Information section also includes the Overview of the State Economy and Government, State Finances, State Indebtedness and Litigation from the State's most current Official Statement, which discusses the State budget and its impact on school districts.
- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget," includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office (the "**LAO**") prepares analyses of the proposed and adopted State budgets. Those analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Subject Area – Budget (State)."

2019-20 State Budget

On June 27, 2019, the Governor signed the 2019-20 State budget (the "**2019-20 State Budget**") into law. The 2019-20 State Budget calls for total spending of \$214.8 billion, with \$147.8 billion in general fund spending. The 2019-20 State Budget provides for \$81.1 billion of funding through Proposition 98, the primary source of funding for K-12 school districts and community college districts, an increase of \$2.7 billion, or 3.4%, from the 2018-19 State budget. Of that \$81.1 billion, \$62.9 billion will be distributed to K-12 school districts through the LCFF, which will be fully funded during fiscal year 2019-20, restoring every school district in the State to at least pre-recession funding levels.

The 2019-20 State Budget continues to build State reserves, with the rainy-day fund balance projected to grow to \$16.5 billion by the end of the budget year. Additionally, revenues have been set aside in new savings funds, including a \$900 million reserve for safety net programs. Other significant features of the 2019-20 State Budget include:

- \$1.5 billion anticipated in Proposition 51 bond funds for school facilities and an additional \$1.2 billion of ongoing Proposition 51 bond funds;
- \$5 billion one-time funding for a long-term strategic plan to provide childcare and preschool for children from birth through age twelve;
- \$300 million one-time funding to construct new or retrofit existing facilities to support full-day kindergarten programs;
- \$645.3 million ongoing funding for special education, including \$152.6 million to provide all Special Education Local Plan Areas with at least the statewide target rate for base special education funding.
- \$147.4 million one-time and ongoing funding to address the shortage of teachers;
- \$918 million in additional funding to identify and implement recommendations and solutions to reduce wildfire risk, bolster the state's emergency preparedness capacity and protect vulnerable communities;
- \$518,000 one-time funding to reimburse cities, counties and special districts for 2018-2019 property tax losses and a corresponding \$530,000 that will be used to backfill property tax revenue losses for K-14 schools in those cities, counties and districts;
- \$460 million one-time general funding to increase the quality and availability of child care, including \$263 million for child care and preschool facilities expansion and \$195 million for childcare and preschool workforce development;
- one-time funding of \$750 million to support local governments in increasing and accelerating housing production;
- one-time funding of \$650 million to support local governments in addressing homelessness, to be used for emergency shelters and navigation centers, rapid rehousing, permanent supportive housing, job programs and hotel/motel conversions.
- \$42.6 million in ongoing Proposition 98 funding to support a second year of free tuition for students, extending the California College Promise to waive enrollment fees for first-time, full-time students for a second academic year.

Disclaimer Regarding State Budgets

The execution of the foregoing 2019-20 State Budget and future State Budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2019-20 State Budget, or subsequent State Budgets, will have on its own finances and operations.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Certificates to provide State Budget information to the District or the owners of the Certificates. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein.

Availability of State Budgets

The complete 2019-20 State Budget is available from the California Department of Finance website at www.ebudget.ca.gov. Impartial analyses are published by the Legislative Analyst Office, and can be accessed at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of internet addresses referenced herein or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Certificates.

Uncertainty Regarding Future State Budgets

The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State Budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State Budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

***Ad Valorem* Property Taxation**

A portion of the District's revenues are derived from its share of local property taxes.

Taxes are levied by the County for each fiscal year on taxable real and personal property which is situated in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on August 1 and March 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the local superior court clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Assessed Valuations

Generally. The assessed valuation of property in the District is established by the KERN County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIII A of the California Constitution. Prior to 1981-82, assessed valuations were reported at 25% of the full value of property. For a discussion of how properties currently are assessed, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS." Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Assessed Valuation History. The following table sets forth recent history of the assessed value in the District.

WEST KERN COMMUNITY COLLEGE DISTRICT
Assessed Valuations of All Taxable Property
Fiscal Years 2010-11 to 2019-20

Fiscal Year	Local Secured	Utility	Unsecured	Total	% Change
2010-11	\$11,738,851,845	\$767,548,295	\$162,762,477	\$12,669,162,617	--%
2011-12	13,509,995,636	733,851,405	154,827,902	14,398,674,943	13.7
2012-13	14,575,147,167	635,388,083	200,206,267	15,410,741,517	7.0
2013-14	12,706,248,158	458,592,438	211,101,084	13,375,941,680	(13.2)
2014-15	14,051,633,182	377,046,502	190,405,746	14,619,085,430	9.3
2015-16	8,957,423,404	421,715,852	193,508,697	9,572,647,953	(34.5)
2016-17	5,984,820,851	329,276,485	153,130,796	6,467,228,132	(32.4)
2017-18	7,544,515,681	144,654,044	143,909,358	7,833,079,083	21.1
2018-19	7,699,677,550	180,213,519	126,390,154	8,006,281,223	2.2
2019-20	8,270,787,998	146,211,348	119,098,764	8,536,098,110	6.6

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. General. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters such as earthquakes, fires, wildfires, floods and drought. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, and wildfires in different regions of the State, and flooding and mudslides. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Seismic activity is also a risk in the region where the District is located. Although recent California wildfires have not occurred within District boundaries, the District cannot predict or make any representations regarding the effects that wildfires or any other type of natural or manmade disasters and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Oil and Gas Production Properties. The County is the largest petroleum-producing county in the State, and as identified by the data presented in the table entitled "Top Twenty 2019-20 Local Secured Taxpayers" herein, a large portion of property in the District is owned by gas and oil-producing properties. These properties are taxable as real property; however, special rules apply to the determination of their assessed value, and is determined by the Special Properties Section of the County Assessor's office. The State Board of Equalization is empowered to prescribe rules and regulations governing local assessors' uniform assessment of certain types of properties, and pursuant to such authority, has adopted Rule 468 with respect to oil and gas producing properties. Rule 468 recognizes the unique nature of oil and gas property interests which require the application of specialized appraisal techniques designed to satisfy the requirements of State law with respect to property taxation. The appraisal methodology takes into account variables such as base year values of the property and mineral reserves, increases and reductions in recoverable amounts, proved reserves, discoveries, construction of improvements and changes in economic conditions, among others. As such, the value of oil and

gas producing properties may be subject to more fluctuations in assessed values than other types of property.

Assessed Valuation by Jurisdiction. Shown below is the 2019-20 assessed valuation in the District by the different jurisdictions located within the District.

**WEST KERN COMMUNITY COLLEGE DISTRICT
2019-20 Assessed Valuation by Jurisdiction**

Jurisdiction:	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
City of Maricopa	\$ 27,876,222	0.33%	\$27,876,222	100.00%
City of Taft	412,408,361	4.83	\$412,408,361	100.00%
Unincorporated Kern County	<u>8,095,813,527</u>	<u>94.84</u>	\$54,527,229,837	14.85%
Total District	\$8,536,098,110	100.00%		
Kern County	\$8,536,098,110	100.00%	\$95,585,295,862	8.93%

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table gives a distribution of taxable property located in the District on the fiscal year 2019-20 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**WEST KERN COMMUNITY COLLEGE DISTRICT
2019-20 Assessed Valuation and Parcels by Land Use**

Non-Residential:	2019-20 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Agricultural	\$ 355,986,222	4.23%	2,090	16.91%
Commercial/Office	75,023,015	0.89	362	2.93
Vacant Commercial	3,732,592	0.04	189	1.53
Industrial	409,402,912	4.86	128	1.04
Vacant Industrial	4,726,438	0.06	25	0.20
Utility/Power Plants	146,211,348	1.74	20	0.16
Oil and Gas Production/Mineral Rights	6,767,622,262	80.40	915	7.40
Recreational	1,275,287	0.02	15	0.12
Government/Social/Institutional	<u>21,324,728</u>	<u>0.25</u>	<u>1,217</u>	<u>9.85</u>
Subtotal Non-Residential	\$7,785,304,804	92.50%	4,961	40.14%
Residential:				
Single Family Residence	\$530,560,573	6.30%	5,169	41.82%
Condominium/Townhouse	4,802,572	0.06	55	0.44
Mobile Home	40,125,631	0.48	637	5.15
2-4 Residential Units	22,105,962	0.26	265	2.14
5+ Residential Units/Apartments	8,256,149	0.10	43	0.35
Vacant Residential	<u>25,843,655</u>	<u>0.31</u>	<u>1,230</u>	<u>9.95</u>
Subtotal Residential	\$631,694,542	7.50%	7,399	59.86%
Total	\$8,416,999,346	100.00%	12,360	100.00%

(1) Local secured assessed valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes. The following table shows the assessed valuation of single-family homes in the District for fiscal year 2019-20.

**WEST KERN COMMUNITY COLLEGE DISTRICT
2019-20 Per Parcel Assessed Valuation of Single Family Homes**

Single Family Residential	No. of Parcels	2019-20 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
	5,169	\$530,560,573	\$102,643	\$80,709

2019-20 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	445	8.609%	8.609%	\$ 7,711,447	1.453%	1.453%
\$25,000 - \$49,999	1,104	21.358	29.967	41,124,764	7.751	9.205
\$50,000 - \$74,999	877	16.967	46.934	54,236,026	10.222	19.427
\$75,000 - \$99,999	640	12.382	59.315	55,658,528	10.491	29.918
\$100,000 - \$124,999	496	9.596	68.911	55,661,169	10.491	40.409
\$125,000 - \$149,999	473	9.151	78.062	64,857,813	12.224	52.633
\$150,000 - \$174,999	334	6.462	84.523	54,267,700	10.228	62.861
\$175,000 - \$199,999	249	4.817	89.340	46,330,293	8.732	71.594
\$200,000 - \$224,999	179	3.463	92.803	37,930,032	7.149	78.743
\$225,000 - \$249,999	99	1.915	94.719	23,534,713	4.436	83.179
\$250,000 - \$274,999	79	1.528	96.247	20,617,138	3.886	87.064
\$275,000 - \$299,999	58	1.122	97.369	16,614,791	3.132	90.196
\$300,000 - \$324,999	45	0.871	98.240	13,963,749	2.632	92.828
\$325,000 - \$349,999	25	0.484	98.723	8,386,535	1.581	94.409
\$350,000 - \$374,999	24	0.464	99.187	8,614,666	1.624	96.032
\$375,000 - \$399,999	9	0.174	99.362	3,519,462	0.663	96.696
\$400,000 - \$424,999	8	0.155	99.516	3,314,198	0.625	97.320
\$425,000 - \$449,999	4	0.077	99.594	1,760,715	0.332	97.652
\$450,000 - \$474,999	2	0.039	99.632	936,391	0.176	97.829
\$475,000 - \$499,999	3	0.058	99.690	1,434,849	0.270	98.099
\$500,000 and greater	16	0.310	100.000	10,085,594	1.901	100.000
Total	5,169	100.000%		\$530,560,573	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in APPENDIX B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases,

the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Assembly Bill 102. On June 27, 2017, the Governor of the State (the “**Governor**”) signed into law Assembly Bill 102 (“**AB 102**”). AB 102 restructured the functions of the SBE and created two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration took over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE continues to perform the duties assigned by the State Constitution related to property taxes, however, effective January 1, 2018, the SBE will only hear appeals related to the programs it constitutionally administers and the Office of Tax Appeals will hear appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers, and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

Alternative Method of Tax Apportionment— Teeter Plan

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes.

So long as the Teeter Plan remains in effect, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors can under certain circumstances terminate the Teeter Plan in part or in its entirety with respect to the entire County and, in addition, the Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

Largest Secured Property Taxpayers in District

The following table shows the 20 largest secured property taxpayers in the District as determined by secured assessed valuation in fiscal year 2019-20.

WEST KERN COMMUNITY COLLEGE DISTRICT Top Twenty 2019-20 Local Secured Taxpayers

	2019-20	% of	
<u>Property Owner</u>	<u>Primary Land Use</u>	<u>Assessed Valuation</u>	<u>Total ⁽¹⁾</u>
1. Chevron USA Inc.	Oil & Gas Production	\$2,250,977,746	26.74%
2. California Resources Elk Hills LLC	Oil & Gas Production	2,156,062,661	25.62
3. Sentinel Peak Resources Cal LLC	Oil & Gas Production	903,600,687	10.74
4. Berry Petroleum Company LLC	Oil & Gas Production	673,851,152	8.01
5. Aera Energy LLC	Oil & Gas Production	452,164,848	5.37
6. Seneca Resources Corporation	Oil & Gas Production	253,162,325	3.01
7. Sunrise Power Company LLC	Power Generation	140,400,000	1.67
8. Southern San Joaquin Production Inc.	Oil & Gas Production	82,297,210	0.98
9. Crimson Resource Management Corp	Oil & Gas Production	65,601,127	0.78
10. Sun Pacific Facilities LP	Food Processing	59,121,680	0.70
11. Maricopa Orchards LLC	Agricultural	56,308,882	0.67
12. Crestwood West Coast LLC	Industrial	47,923,546	0.57
13. Wonderful Citrus LLC	Agricultural	46,955,316	0.56
14. Nestle Purina Petcare Co.	Industrial	46,794,860	0.56
15. Calmat Co.	Industrial	39,145,076	0.47
16. TRC Cypress Group LLC	Oil & Gas Production	38,857,720	0.46
17. Holmes Western Oil Corp.	Oil & Gas Production	37,740,274	0.45
18. Paramount Ranch Co.	Agricultural	25,926,937	0.31
19. West Coast Grape Farms	Agricultural	25,313,447	0.30
20. Old River Groves LP	Agricultural	<u>19,616,317</u>	<u>0.23</u>
		<u>\$7,421,821,811</u>	<u>88.18%</u>

(1) 2019-20 local secured assessed valuation: \$8,416,999,346.
Source: California Municipal Statistics, Inc

Concentration of Property Ownership in the District. Secured assessed value in the Districts is concentrated in the top twenty secured taxpayers. The top two taxpayers account for over fifty percent of the secured assessed value in the District. Non-payment of property taxes by a large owner in the District could reduce the District's share of local property taxes, although so long as the County participates in the "Teeter Plan" further described below, the District will receive its share of such taxes, notwithstanding delinquencies.

In addition, the County is the largest petroleum-producing county in the State, and as identified by the data presented in the foregoing table, a large portion of the assessed valuation

of property in the District is represented by gas and oil producing properties. See “PROPERTY TAXATION – Assessed Valuations” above.

Overlapping Debt Obligations

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. and dated September 1, 2019. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

WEST KERN COMMUNITY COLLEGE DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of September 1, 2019

2019-20 Assessed Valuation: \$8,536,098,110

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 9/1/19</u>
West Kern Community College District	100.000%	\$31,522,079 ⁽¹⁾
Maricopa Unified School District	100.000	3,895,000
Elk Hills School District	100.000	5,403,740
Midway School District	100.000	5,399,439
Taft School District	100.000	<u>25,337,702</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$71,557,960
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Kern County Certificates of Participation	8.930%	\$ 8,176,832 ⁽²⁾
Kern County Pension Obligation Bonds	8.930	16,061,627
Kern County Board of Education Certificates of Participation	8.930	3,225,070
West Kern Community College District Certificates of Participation	100.000	<u>22,780,000</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$50,243,529
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		\$2,171,000
COMBINED TOTAL DEBT		\$123,972,489 ³⁾

Ratios to 2019-20 Assessed Valuation:

Direct Debt (\$31,522,079)	0.37%
Total Overlapping Tax and Assessment Debt	0.84%
Combined Direct Debt (\$54,302,079)	0.64%
Combined Total Debt.....	1.45%

Ratio to Redevelopment Incremental Valuation (\$44,488,495):

Total Overlapping Tax Increment Debt	4.88%
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(1) Excludes the 2019 Refunding General Obligation Bonds issued on November 26, 2019, but Bonds includes the bonds refunded thereby.

(2) Excludes the Certificates.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

COUNTY INVESTMENT POOL

In accordance with Government Code Section 53600 *et seq.*, the Kern County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. For further information concerning County investments, access the County's website: www.kerncounty.com. The information contained in such website has not been reviewed by the District and is not incorporated in this Official Statement by reference. See "APPENDIX G - KERN COUNTY INVESTMENT POLICY AND QUARTERLY REPORT."

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, 187 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State Constitution ("**Article XIII A**"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the 2010 Note), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the KERN County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with

Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay Lease Payments and therefore payments due on the Certificates.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It

is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning, in fiscal year 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

Proposition 30 and Proposition 55

Proposition 30 appeared on the November 6, 2012 statewide ballot as an initiated constitutional amendment (“**Proposition 30**”), and it was approved by State voters. Proposition 30 increased the State sales tax from 7.25 percent to 7.50 percent, increased personal income tax rates on higher income brackets for seven years, and temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for head-of-household filers and over \$500,000 but less than \$600,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for head-of-household filers and over \$600,000 but less than \$1,000,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$680,000 for head-of-household filers and over \$1,000,000 for joint filers).

The revenues generated from the temporary tax increases are included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Proposition 55 did not extend the sales and use tax increase that was approved as part of Proposition 30. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* tax collections are

secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives and Changes in Law

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 1A, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures or other legislative enactments could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

CERTAIN RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Certificates. The discussion does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, or the effectiveness of any remedies that the Trustee may have or circumstances under which Lease Payments may be abated.

No Pledge of Taxes

The Lease Payments and other payments due under the Lease Agreement are not secured by any pledge of taxes or other revenues of the District. The Lease Payments are secured by a District covenant to annually budget and appropriate sufficient funds to make Lease Payments from any lawfully available funds, including the general fund. In the event that the District's general fund revenues are less than its total obligations, the District may choose to pay other costs or expenses before making the Lease Payments.

The obligation of the District to pay the Lease Payments and Additional Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments and Additional Payments does not constitute a debt or indebtedness of the Corporation, the District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Lease Agreement does not create a pledge, lien or encumbrance upon the funds of the District, the District is obligated under the Lease Agreement to pay Lease Payments and Additional Payments from any source of legally available funds (subject to certain exceptions) and the District has covenanted in the Lease Agreement that, for as long as the Leased Property is available for its use and possession, it will make the necessary annual appropriations within its budget for all Lease Payments and Additional Payments. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

The District is currently liable on other obligations payable from general revenues and may incur additional obligations payable from its general fund.

Additional Obligations of the District

The District has existing obligations payable from its general fund. See "DISTRICT FINANCIAL INFORMATION – Long Term District Debt - Outstanding Long Term Lease Obligations." In addition, under the Lease Agreement the District is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of owners of the Certificates. To the extent that additional obligations are incurred by the District, the funds available to pay Lease Payments may be decreased.

Limited Recourse on Default

Whenever any event of default referred to in the Lease Agreement happens and continues, the Trustee, as the assignee of the Corporation, is authorized under the terms of the Lease Agreement to exercise any and all remedies available under law or granted under the Lease Agreement.

Notwithstanding a default under the Lease Agreement, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then due or past due to be immediately due and payable. Neither the Corporation nor the Trustee has any right to re-enter or re-let the Leased Property except following the occurrence and during the continuation of an event of default under the Lease Agreement.

Following an event of default, the Corporation may elect either to terminate the Lease Agreement and seek to collect damages from the District or to maintain the Lease Agreement in effect and seek to collect the Lease Payments as they become due. The Lease Agreement further provides that so long as an event of default exists under the Lease Agreement, the Corporation, or its assignee, may re-enter the Leased Property for the purpose of taking possession of all or any portion of the Leased Property and to re-let the Leased Property and, in addition, at its option, with or without such entry, to terminate the Lease Agreement as described therein. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement."

No assurance can be given that the Trustee will be able to re-let the Leased Property so as to provide rental income sufficient to pay principal and interest evidenced by the Certificates in a timely manner or that such re-letting will not adversely affect the exclusion of interest with respect thereto from gross income for federal or State income tax purposes. Due to the essential governmental purposes which are served by the Leased Property, it is not certain whether a court would permit the exercise of the remedies of repossession and re-letting with respect to the Leased Property.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the Term of the Lease and the Trustee is not empowered to sell the Leased Property and use the proceeds of such sale to prepay the Certificates or pay debt service with respect thereto. The District will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against school districts in California, including a limitation on enforcement of

judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Abatement

The obligation of the District under the Lease Agreement to pay Lease Payments is in consideration of the use and possession of the Leased Property.

Under certain circumstances relating to damage, destruction, condemnation or title defects with respect to the Leased Property which cause a substantial interference with the use and possession of the Leased Property, the District's obligation to make Lease Payments is subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest with respect to the Certificates as and when due. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Abatement" and "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement." Abatement is not a default under the Lease Agreement and does not result in the Trustee having the right to take any action to avail itself of any remedy against the District.

Property Taxes

Levy and Collection. The District does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the District's share of local property tax revenues, and accordingly, could have an adverse impact on the ability of the District to make Lease Payments. Likewise, if the County was to discontinue the Teeter Plan, delinquencies in the payment of property taxes could have an adverse effect on the District's ability to pay principal and interest with respect to the Certificates when due.

Reduction in Inflationary Rate. Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. The District is unable to predict if any adjustments to the full cash value base of real property within the District, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the District would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. However, current case law is uncertain as to whether or not property may be adjusted to its prior value at once or if adjustments may only be made subject to the 2% limitation. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution – Inflationary Adjustment of Assessed Valuation."

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may be unilaterally applied by the County Assessor, including across properties as a 'blanket' reduction. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, could adversely affect the ability of the District to pay the Lease Payments.

No assurance can be given that property tax appeals in the future will not significantly reduce the District's property tax revenues.

Local Housing Market. Economic downturns, as those that have been experienced in recent years on a national scale, can have a negative impact on local property values, in part due to fallout from the subprime mortgage crisis, tight credit markets and the recession. High rates of foreclosures tend to depreciate values of homes in the overall market, which could lead to more Proposition 8 appeals. Although the District's total assessed valuation is again increasing, it is not possible to predict how a future mortgage crisis, tightening credit markets, increased foreclosure activity and major reductions in home prices throughout the region could affect home values, assessed values, assessment appeals or collections of property taxes by the County.

State Budget Considerations

School districts in California receive a significant amount of their funding from State appropriations, as determined in each year's State Budget. As a result, decreases in State

revenue sources may impact the amount of funds appropriated to school districts, as has occurred in recent years. A deterioration in the State's economy due to factors such as reduced income tax revenues and sales tax revenues can negatively impact the State Budget and the District's revenues, and therefore funds available to make Lease Payments. In addition, the State legislature has at times adopted legislation in connection with its annual budgets which may impact education funding, and may do so again in the future. The District cannot predict how State Budgets and future legislation may impact its finances.

Absence of Earthquake and Flood Insurance

If any portion of the Leased Property is destroyed or rendered useless by any form of natural hazard such as a fire, an earthquake or flood, an abatement could occur and result in the Trustee having inadequate funds to pay the principal and interest represented by the Certificates as and when due. The Lease Agreement does not require that the District to obtain earthquake or flood insurance on the Leased Property. As such, if damage or destruction occurs due to earthquake or flood, insurance proceeds will not be available for deposit into the Insurance and Condemnation Fund and applied to pay the Certificates or rebuild the Leased Property.

All building components of the Leased Property were constructed under the standards of the "Field Act" (California State Building Code, Title 24). The Field Act requires substantially higher construction standards for public schools and hospitals than are required for other types of construction. The Field Act requires that building systems be capable of withstanding seismic forces from the "most credible" earthquake likely to occur in the vicinity of the building system being constructed.

Early Prepayment of Certificates*

As described herein, the Certificates maturing on and after August, 20__ are subject to optional prepayment before their stated maturity at the option of the District, in whole, or in part by lot, on August, 20__, from any source of available funds, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Certificate Owners should be aware that there is a risk that the Certificates will be prepaid prior to maturity pursuant to the optional prepayment provision described herein. Sources of repayment include any lawfully available moneys of the District, including but not limited to State grants that the District has applied for and may obtain, as well as proceeds of general obligation bonds which may be authorized and issued in the future.

In addition, prepayment of the Certificates from Net Proceeds of insurance or condemnation may occur as provided in the Trust Agreement, and the resulting prepayment of Certificates that were purchased at a price greater than the applicable prepayment price could reduce the otherwise expected yield on such Certificates.

**Preliminary; subject to change.*

Limitations on Remedies; Bankruptcy

The rights of the owners of the Certificates are subject to the limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the Certificates, and enforcement of the District's obligations under the Lease Agreement, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against cities in the State.

Bankruptcy proceedings under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the District, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights. See “– Limited Recourse on Default” above.

LEGAL OPINION

The proceedings in connection with the authorization, sale, execution and delivery of the Certificates are subject to the approval as to their legality of Jones Hall, A Professional Law Corporation, San Francisco, California (“**Special Counsel**”). A copy of the legal opinion, certified by the official in whose office the original is filed, will be attached to each Certificate, and a form of such opinion is attached as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, is acting as Disclosure Counsel to the District (“**Disclosure Counsel**”). Quint & Thimmig, Larkspur, California, is serving as counsel to the Underwriter (“**Underwriter’s Counsel**”).

The fees of Special Counsel, Disclosure Counsel, the Trustee, the Underwriter and Underwriter’s Counsel are contingent upon the execution and delivery of the Certificates.

FINANCIAL ADVISOR

Capitol Public Finance Group, LLC, Roseville, California, is acting as the District's financial advisor (the “**Financial Advisor**”) in connection with the Certificates. The Financial Advisor is a registered “Municipal Advisor” with the Securities Exchange Commission and the Municipal Securities Rulemaking Board. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The fees of the Financial Advisor with respect to the Certificates are contingent upon their sale and delivery. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to the qualifications set forth below, under existing law, the portion of Lease Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Certificates in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of execution and delivery of the Certificates.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Certificate is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Certificate is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Certificates to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Certificate. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Certificates who purchase the Certificates after the initial offering of a substantial amount of such maturity. Owners of such Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Certificates with original issue discount, including the treatment of purchasers who do not purchase in the original offering, to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Certificate (said term being the shorter of the Certificate's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Certificate for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Certificate is amortized each year over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Certificate premium is not deductible for federal income tax purposes. Owners of premium Certificates, including purchasers who do not purchase in the original offering, should consult their

own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Certificates.

California Tax Status. In the further opinion of Special Counsel, the portion of Lease Payments designated as and comprising interest and received by the owners of the Certificates is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest with respect to the Certificates to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to Certificates issued prior to enactment.

The opinions expressed by Special Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Special Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest with respect to the Certificates, or as to the consequences of owning or receiving interest with respect to the Certificates, as of any future date. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Special Counsel expresses no opinion.

Owners of the Certificates should also be aware that the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates may have federal or state tax consequences other than as described above. Other than as expressly described above, Special Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Certificates, the ownership, sale or disposition of the Certificates, or the amount, accrual or receipt of interest with respect to the Certificates.

NO LITIGATION

There is no action, suit or proceeding known to be pending, or threatened, restraining or enjoining the execution or delivery of the Certificates, the Trust Agreement, the Lease Agreement, the Site Lease, the Assignment Agreement or any other document relating to the Certificates or in any way contesting or affecting the validity of the foregoing.

The District is subject to lawsuits and claims that arise in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of "____" to the Certificates, based on the understanding that _____ will deliver

its Policy with respect to the Certificates. See “BOND INSURANCE.” S&P has assigned an underlying rating of “___” to the Certificates. There is no assurance that credit ratings given to the Certificates will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such a rating may have an adverse effect on the market price of the Certificates. Such a rating reflects only the views of the rating agencies and an explanation of the significance of the rating may be obtained from S&P.

CONTINUING DISCLOSURE

The District has covenanted, for the benefit of holders and beneficial owners of the Certificates to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board on an annual basis (an “**Annual Report**”) not later than nine months after the end of the District’s fiscal year (which currently would be March 31), commencing March 31, 2020, with the report for the 2018-19 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. The Annual Report and other required notices will be filed by the District with the Municipal Securities Rulemaking Board (the “**MSRB**”) in the manner prescribed by the Securities Exchange Commission. The specific nature of such information is set forth below under the caption APPENDIX E – “Form of Continuing Disclosure Certificate.” These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the “**Rule**”).

The District has existing disclosure undertakings that have been made pursuant to the Rule in connection with the issuance of other outstanding general obligation bonds and refunding general obligation bonds. See “APPENDIX B - GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT - DISTRICT FINANCIAL INFORMATION - Indebtedness of the District.” A review of the District’s prior undertakings and filings made in the previous five years has been undertaken. Instances of non-compliance in the previous five years are that the audited financial statement and operating data for fiscal year 2013-14 was timely filed but was not linked to the Election of 2004, Series 2006-B current interest bonds (which as of 2016 were no longer outstanding) and direct and overlapping debt information was not filed as part of operating data in the previous five years but was required under existing undertakings. A corrective filing has been made to address this data. To note, some of the operating data that was required and was provided in the previous five years was not in each instance provided in the same format as the original offering documents.

In order to assist it in complying with its disclosure undertakings for its outstanding bonds and the Certificates, the District has engaged Capitol Public Finance Group, LLC, to serve as its dissemination agent with respect to its each of its disclosure undertakings, including the Continuing Disclosure Certificate to be executed in connection with the Certificates.

Neither the County, the Corporation nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District’s duties regarding continuing disclosure.

UNDERWRITING

The Certificates are being purchased by Hilltop Securities Inc. (the “**Underwriter**”). Under a Certificate Purchase Agreement (the “**Purchase Agreement**”), the Underwriter has agreed to purchase the Certificates at a purchase price of \$_____ (which is equal to the principal amount represented by the Certificates, plus/less original issue premium/discount of \$_____, less an Underwriter's discount of \$_____). The Purchase Agreement provides that the Underwriter will purchase all of the Certificates (if any are purchased), and the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell the Certificates to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

WEST KERN COMMUNITY COLLEGE DISTRICT

By: _____
Executive Vice President,
Administrative Services, CFO

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

The following is a brief summary of certain provisions of the Site Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement. This summary is not intended to be definitive and is qualified in its entirety by reference to such documents for the complete terms thereof. Copies of such documents are available upon request from the District.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2018**

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF TAFT AND KERN COUNTY

The following information concerning the City of Taft (the “City”) and County of Kern (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Certificates are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

General

The City. The City is nestled in a small valley in the southern foothills of the Temblor Mountain Range in the heart of California’s oil country. The City is located seven miles north of Maricopa, 35 miles west of Bakersfield, two hours north of Los Angeles, and serves as the main access for San Joaquin Valley residents to the Central Coast beach cities.

Designated as the “Gateway to the Carrizo Plains National Monument,” Taft is also a destination city offering a number of activities for families to enjoy: the Historic Fort; West Kern Oil Museum; Tule Elk Reserve; Honolulu Hills Raceway; Buena Vista Lake and the Buena Vista Golf Course; skydiving at Taft Airports; some of the largest oilfields in California; and four-wheeling in the Temblor Range overlooking Taft and the Carrizo Plains.

The major industries in the area are petroleum production and agriculture. Taft is located in “The Midway,” one of the largest producing oil fields in the continental United States.

The County. The County is located approximately 100 miles north of Los Angeles County in south-central California. The County is the third-largest county in California as measured by area, covering 8,073 square miles. Surrounded by three major mountain ranges, the County has three climatic zones: valley, mountain and high desert. Bordered on the west by San Luis Obispo and Santa Barbara Counties, to the east by San Bernardino County and on the north by Kings, Tulare and Inyo Counties, the County measures 120 miles east-to-west and 67 miles north-to-south.

The County's economy is heavily linked to agriculture and to petroleum extraction. There is also a strong aviation, space, and military presence, such as Edwards Air Force Base, the China Lake Naval Air Weapons Station, and the Mojave Air and Space Port.

Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

**CITY OF BAKERSFIELD
KERN COUNTY
Population Estimates
Calendar Years 2015 through 2019**

	2015	2016	2017	2018	2019
Arvin	20,282	20,836	21,172	21,577	22,178
Bakersfield	372,060	376,996	380,499	384,921	389,211
California City	14,424	14,133	14,481	14,871	15,000
Delano	52,491	52,587	53,231	53,664	53,936
Maricopa	1,164	1,163	1,216	1,237	1,240
McFarland	14,135	14,541	14,880	15,171	15,242
Ridgecrest	28,583	28,646	29,017	29,404	29,712
Shafter	18,164	18,329	19,306	20,093	20,886
Taft	9,505	9,391	9,451	9,493	9,430
Tehachapi	13,145	12,595	12,980	12,976	13,668
Wasco	26,294	26,426	27,002	27,681	27,955
Total Unincorporated	310,920	311,052	312,796	315,475	318,006
Total County	881,167	886,695	896,031	906,563	916,464

Source: State Department of Finance, Demographic Research.

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Employment and Industry

The City is included in the Bakersfield Metropolitan Statistical Area (“MSA”), which includes the County. The tables below provide information about employment by industry type for the County for calendar years 2014 through 2018.

The unemployment rate in the County was 6.0% in September 2019, down from a revised 7.3% in August 2019, and below the year-ago estimate of 6.5%. This compares with an unadjusted unemployment rate of 3.5% for California and 3.3% for the nation during the same period.

**BAKERSFIELD MSA
(County of Kern)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2018 Benchmark)**

	2014	2015	2016	2017	2018
Civilian Labor Force ⁽¹⁾	393,500	390,900	388,400	385,300	387,000
Employment	352,500	350,900	348,000	349,700	356,100
Unemployment	41,000	39,900	40,400	35,600	30,900
Unemployment Rate	10.4%	10.2%	10.4%	9.2%	8.0%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	60,100	59,300	62,700	62,200	61,900
Mining and Logging	12,700	11,200	8,800	8,500	9,300
Construction	18,200	16,500	14,500	15,000	16,100
Manufacturing	14,600	14,100	13,500	13,500	13,200
Wholesale Trade	9,000	8,700	8,500	8,600	8,300
Retail Trade	30,300	31,600	32,600	32,700	32,000
Transportation, Warehousing, Utilities	10,200	10,500	10,100	10,300	13,300
Information	2,400	2,700	2,200	2,000	2,000
Finance and Insurance	5,500	5,400	5,200	5,200	4,500
Real Estate and Rental and Leasing	3,200	3,200	3,100	3,000	3,100
Professional and Business Services	26,600	26,300	26,000	25,800	26,900
Educational and Health Services	32,600	33,400	34,800	36,500	37,800
Leisure and Hospitality	23,700	25,000	25,500	25,700	26,600
Other Services	7,800	7,700	7,700	7,700	7,900
Federal Government	9,600	9,900	10,200	10,400	10,400
State Government	9,200	9,600	9,900	10,100	10,300
Local Government	40,800	42,100	43,000	42,700	45,200
Total all Industries ⁽³⁾	316,400	317,000	318,300	319,900	328,800

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The following table shows the major employers in the County as of June 30, 2018.

KERN COUNTY Principal Employers June 30, 2018

Employer Name	Employees	Industry
Edwards Air Force Base	9,353	Federal Government-National Security
County of Kern	7,402	County Government
China Lake Naval Air Weapons Station	7,000	Federal Government
Grimmway Enterprises	3,700	Agriculture
Dignity Health	3,296	Health Care
Adventist Health Bakersfield	2,718	Health Care
William Bolthouse Farms, Inc.	2,250	Agriculture
Kern Medical	1,800	Health Care
City of Bakersfield	1,600	Local Government
Sun World International	1,600	Agriculture

Source: Kern County, Comprehensive Annual Financial Report for fiscal year ending June 30, 2018.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the median household effective buying income for the City, the County, the State and the United States for the period 2015 through 2019.

CITY OF TAFT, KERN COUNTY, STATE OF CALIFORNIA AND THE UNITED STATES Median Household Effective Buying Income 2015 through 2019

	2015	2016	2017	2018	2019
City of Taft	\$38,997	\$38,806	\$41,330	\$45,183	\$39,260
Kern County	42,189	43,795	44,716	47,525	44,937
California	50,072	53,589	55,681	59,646	62,637
United States	45,448	46,738	48,043	50,735	52,841

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Figures are not yet available for calendar year 2018.

Total taxable sales during the first quarter of calendar year 2018 in City were reported to be \$30,706,769, an 18.94% increase over the total taxable sales of \$25,817,162 reported during the first quarter of calendar year 2017.

CITY OF TAFT Number of Permits and Annual Taxable Transactions (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	172	\$87,672	240	\$148,766
2014	170	88,868	238	140,152
2015 ⁽¹⁾	168	77,409	243	115,820
2016	162	69,890	235	103,929
2017	176	72,545	250	114,387

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. *Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.*

Total taxable sales during the first quarter of calendar year 2018 in the County were reported to be \$3,402,534,642, an 8.27% increase over the total taxable sales of \$3,142,617,311 reported during the first quarter of calendar year 2017.

KERN COUNTY Number of Permits and Annual Taxable Transactions (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2013	11,242	\$8,134,147	16,077	\$15,199,124
2014	11,519	8,589,322	16,336	15,722,694
2015 ⁽¹⁾	6,303	8,549,819	18,455	14,322,101
2016	12,097	8,566,623	18,556	13,885,643
2017	12,253	9,021,040	18,743	13,883,734

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Board of Equalization. *Taxable Sales in California (Sales & Use Tax) for years 2013-2016. State Department of Tax and Fee Administration for year 2017.*

Construction Activity

Provided below are the building permits and valuations for the City and the County for calendar years 2014 through 2018.

CITY OF TAFT Building Permit Valuation (Valuation in Thousands of Dollars)

	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$0.0	\$3,203.0	\$1,408.6	\$1,060.1	\$1,473.1
New Multi-family	0.0	0.0	0.0	0.0	0.0
Res. Alterations/Additions	<u>78.2</u>	<u>83.8</u>	<u>75.9</u>	<u>199.8</u>	<u>177.3</u>
Total Residential	\$78.2	\$3,286.8	\$1,484.5	\$1,259.9	\$1,650.4
New Commercial	\$3,871.2	\$782.1	\$9.5	\$2,638.1	\$1,111.6
New Industrial	148.7	0.0	0.0	0.0	0.0
New Other	143.6	124.1	184.9	381.6	147.9
Com. Alterations/Additions	<u>342.0</u>	<u>514.0</u>	<u>235.6</u>	<u>314.0</u>	<u>34.5</u>
Total Nonresidential	\$4,505.5	\$1,420.2	\$430.0	\$3,333.7	\$1,294.0
<u>New Dwelling Units</u>					
Single Family	0	21	8	6	8
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	0	21	8	6	8

Source: Construction Industry Research Board, Building Permit Summary.

KERN COUNTY Building Permit Valuation (Valuation in Thousands of Dollars)

	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$444,592.4	\$496,973.6	\$489,908.4	\$398,464.2	\$425,996.3
New Multi-family	51,730.1	28,017.3	12,501.0	1,869.0	43,680.2
Res. Alterations/Additions	<u>32,193.6</u>	<u>27,705.0</u>	<u>30,119.6</u>	<u>44,908.3</u>	<u>29,973.5</u>
Total Residential	\$528,516.1	\$552,695.9	\$532,529.0	\$445,241.5	\$499,650.0
New Commercial	\$148,418.5	\$116,726.1	\$121,385.2	\$105,869.2	\$385,525.8
New Industrial	19,876.5	11,396.1	5,469.5	16,971.2	5,884.3
New Other	627,586.8	646,808.6	89,364.6	125,642.4	62,362.4
Com. Alterations/Additions	<u>165,036.0</u>	<u>144,820.5</u>	<u>132,775.7</u>	<u>119,587.6</u>	<u>116,848.6</u>
Total Nonresidential	\$960,917.8	\$919,751.3	\$348,995.0	\$368,070.4	\$570,621.1
<u>New Dwelling Units</u>					
Single Family	2,047	2,184	2,181	1,872	1,894
Multiple Family	<u>380</u>	<u>270</u>	<u>66</u>	<u>6</u>	<u>346</u>
TOTAL	2,427	2,454	2,247	1,878	2,240

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

FORM OF LEGAL OPINION

[Letterhead of Jones Hall, A Professional Law Corporation]

_____, 2019

Board of Trustees
West Kern Community College District
Taft, California

OPINION: \$_____ 2020 Certificates of Participation Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the West Kern Community College District, California as the Rental for Certain Property Under a Lease Agreement with the Public Property Financing Corporation of California

Members of the Board of Trustees:

We have acted as special counsel in connection with the delivery by the West Kern Community College District (the "District") of a Lease Agreement dated as of January 1, 2020 (the "Lease Agreement"), between the Public Property Financing Corporation of California, a California nonprofit public benefit corporation (the "Corporation") as lessor and the District as lessee. Under a Trust Agreement dated as of January 1, 2020 (the "Trust Agreement"), among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"), the Trustee has executed and delivered 2020 Certificates of Participation in the aggregate principal amount of \$_____ (the "Certificates") evidencing the direct, undivided fractional interests of the owners thereof in lease payments to be made by the District under the Lease Agreement (the "Lease Payments"), which have been assigned by the Corporation to the Trustee under an Assignment Agreement dated as of January 1, 2020 (the "Assignment Agreement") between the Corporation and the Trustee.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Lease Agreement and the Trust Agreement, and in certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is a unified school district duly organized and validly existing under the Constitution and laws of the State of California with the full power to enter into the Lease Agreement and the Trust Agreement and to perform the agreements on its part contained therein.

2. The Lease Agreement and the Trust Agreement have been duly approved by the District and constitute valid and binding obligations of the District enforceable against the District in accordance with their respective terms.

3. The Certificates have been validly executed and delivered by the Trustee under the Trust Agreement and, by virtue of the assignment made under the Assignment Agreement, the owners of the Certificates are entitled to the benefits of the Lease Agreement.

4. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Tax Code relating to the exclusion from gross income for federal income tax purposes of interest with respect to obligations such as the Certificates. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of delivery of the Lease Agreement.

5. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Lease Agreement or the Certificates.

The rights of the owners of the Certificates and the enforceability of the Lease Agreement and the Trust Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____

2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
To the Public Property Financing Corporation of California

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is dated _____, 2019 and is executed and delivered by the West Kern Community College District (the “**District**”) in connection with the execution and delivery of the captioned certificates of participation (the “**Certificates**”). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of January 1, 2020 (the “**Trust Agreement**”), among the District, the Public Property Financing Corporation of California and U.S. Bank National Association as trustee for the Certificates (the “**Trustee**”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

“*Annual Report*” means any Annual Report provided by the District under and as described in Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently June 30th), commencing by March 31, 2020.

“*Dissemination Agent*” means Dale Scott & Company, Inc., any third-party dissemination appointed by the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Certificates.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*Trustee*” means U.S. Bank National Association, or any successor thereto.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2020 with the report for the 2018-19 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Trustee and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided under this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, or, if available at the time of filing the Annual Report, such information with respect to the then-current fiscal year:

- (i) the most recently adopted budget which is available at the time of filing the Annual Report;
- (ii) pension plan contributions for the most recently completed fiscal year;
- (iii) a summary of the outstanding principal amounts of short-term borrowings, lease obligations and other long-term borrowings of the District for the most recently completed fiscal year;
- (iv) assessed valuation of taxable properties in the District for the most recently completed fiscal year;
- (v) assessed valuation of properties of the top twenty taxpayers for the most recently completed fiscal year;
- (vi) if the District is not participating in the County's Teeter Plan, property tax collection delinquencies for the District for the most recently completed fiscal year or if not available at the time of the filing of the Annual Report for the prior fiscal year, if available from the County, and
- (vii) such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and

Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Certificates:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Certificate calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional Trustee or the change of name of a Trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, the notice of Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Certificates under the Trust Agreement.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a certificate call), (a)(10), (a)(13), (a)(14) , and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Lease Payments relating to the Certificates. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Dale Scott & Company, Inc.

Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Trustee.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Certificates, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that

which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Certificate holders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Date: _____, 2019

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____

Name:

Title:

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: West Kern Community College District (the "District")

Name of Issue: \$_____ West Kern Community College District 2020 Certificates of Participation

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Certificates of Participation as required by the Continuing Disclosure Certificate executed by the District in connection with the execution and delivery of the Certificates captioned above. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

By: _____
Its: _____

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Certificates, payment of principal, interest and other payments on the Certificates to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Certificates and other related transactions between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Certificates, (b) Certificates representing ownership interest in or other confirmation or ownership interest in the Certificates, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (in this Appendix, the "Certificates"). The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Certificate will be issued for each maturity of each series of the Certificates, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Prepayment notices will be sent to DTC. If less than all of the Certificates within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's

MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Prepayment proceeds, distributions, and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Certificates are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificate certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G
KERN COUNTY INVESTMENT POLICY

APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Charles F. Adams, Esq.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF
THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated as of January 1, 2020, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

B A C K G R O U N D :

1. The District has commenced construction of the District's New Student Center Project at Taft College, which will house a new cafeteria, bookstore, mail room, office rooms and student center (the "Project").

2. In order to provide funds to finance the Project, the District has leased the real property which is described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under a Site Lease dated as of January 1, 2020 (the "Site Lease"), which has been recorded concurrently herewith, in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has leased the Leased Property back to the District under a Lease Agreement dated as of January 1, 2020 (the "Lease Agreement"), which has been recorded concurrently herewith, in consideration of the agreement by the District to pay semiannual lease payments (the "Lease Payments").

3. Under the Site Lease, the Corporation is required to cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Lease Agreement and with a Trust Agreement dated as of January 1, 2020 (the "Trust Agreement") between the Corporation, the District and the Trustee, for the purpose of financing the Project.

4. For the purpose of obtaining such moneys, the Corporation is willing to convey to certain persons (the "Owners") direct, undivided fractional interests in the Lease Payments, such interests to be evidenced and represented by the 2020 Certificates of Participation (New Student Center Project) in the aggregate principal amount of \$_____ (the "Certificates") to be delivered under the Trust Agreement.

5. In order to make such interests marketable on terms acceptable to the Corporation, the Corporation is willing to assign and transfer its rights under the Lease Agreement to the Trustee for the benefit of the Owners of the Certificates.

6. Concurrently with the delivery of this Assignment Agreement, the Trustee is executing and delivering the Certificates to Hilltop Securities, Inc., as the original purchaser thereof. The proceeds of sale of the Certificates are sufficient to permit the Corporation to make the deposits required under the Lease Agreement and the Trust Agreement.

7. Each of the parties has the authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to execute it.

8. Payment of principal and interest represented by the Certificates is insured by a Municipal Bond Insurance Policy (the "Certificate Insurance Policy") issued by _____ (the "Certificate Insurer"), and the Certificate Insurer is issuing a Municipal Bond Debt Service Reserve Insurance Policy to be credited to the Reserve Fund which has been established for the Certificates under the Trust Agreement.

A G R E E M E N T :

In consideration of the material covenants contained in this Assignment Agreement, the Corporation and the Trustee hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given them in the Trust Agreement.

SECTION 2. *Assignment.* The Corporation hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of all Certificates which are executed, delivered and Outstanding under the Trust Agreement, all of the Corporation's rights under the Site Lease and the Lease Agreement (excepting only the Corporation's rights under Sections 4.4, 5.10, 7.3 and 8.4 of the Lease Agreement), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the District under the Lease Agreement;
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property; and
- (c) the right to exercise such rights and remedies conferred on the Corporation under the Lease Agreement as may be necessary or

convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Owners in the event of a default by the District under the Lease Agreement.

The Trustee shall administer all rights assigned to it by the Corporation under this Assignment Agreement in accordance with the provisions of the Trust Agreement, for the benefit of the Certificate Owners. Such assignment is absolute and irrevocable, and without recourse to the Corporation.

SECTION 3. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease Agreement and Trust Agreement to, and the rights under the Lease Agreement and Trust Agreement of, the Owners of the Certificates which are executed, delivered and Outstanding under and under the Trust Agreement, all subject to the provisions of the Trust Agreement. The recitals contained herein are those of the Corporation and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions.* This Assignment Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Trust Agreement.

SECTION 5. *Third Party Beneficiary.* The Certificate Insurer shall be and is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 6. *Execution in Counterparts.* This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same agreement. It is also agreed that separate counterparts of this Assignment Agreement may be separately executed by the Trustee and the Corporation, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Corporation.

SECTION 7. *Binding Effect.* This Assignment Agreement inures to the benefit of and binds the Corporation and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8. *Governing Law.* This Assignment Agreement shall be governed by the Constitution and laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their authorized officers as of the day and year first written above.

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA**

By: _____
Treasurer

**U.S. BANK NATIONAL ASSOCIATION,
*as Trustee***

By: _____
Authorized Officer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Taft, County of Kern, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

§ _____
**WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California**

CERTIFICATE PURCHASE AGREEMENT

January 7, 2020

West Kern Community College District
29 Cougar Court
Taft, CA 93268

Ladies and Gentlemen:

The undersigned, Hilltop Securities Inc., as underwriter (the "Underwriter"), hereby offers to enter into this Certificate Purchase Agreement (this Certificate Purchase Agreement, together with the exhibits hereto, being herein called the "Purchase Agreement") with the West Kern Community College District (the "District"), which, upon acceptance, will be binding upon the District and the Underwriter. This offer is made subject to the acceptance by the District, by execution of this Purchase Agreement and its delivery to the Underwriter prior to 5:00 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to such acceptance.

Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings given to such terms as set forth in Trust Agreement, dated as of January 1, 2020 (the "Trust Agreement") by and among the Public Property Financing Corporation of California (the "Corporation"), the District, and U.S. Bank National Association, as trustee (the "Trustee").

The District hereby acknowledges and agrees that (a) the Underwriter has financial and other interests that differ from those of the District, (b) the primary role of the Underwriter is to purchase securities for sale to investors in an arm's-length commercial transaction between the District and the Underwriter, (c) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the District, (d) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided or is currently providing other services to the District on other matters), (e) the only obligations the Underwriter has to the District with respect to the transaction contemplated

hereby are expressly set forth in this Certificate Purchase Agreement, and (f) the District has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it has deemed appropriate in connection with the issuance of the Certificates and the other matters contemplated by this Certificate Purchase Agreement. The District has a municipal advisor in this transaction that has legal fiduciary duties to the District.

The District hereby acknowledges receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the District hereby agrees to sell and deliver to the Underwriter all of the \$_____ aggregate principal amount of West Kern Community College District 2020 Certificates of Participation (the "Certificates"), evidencing the direct, undivided fractional interests of the owners thereof in lease payments (the "Lease Payments") to be made by the District pursuant to a Lease Agreement, dated as of January 1, 2020 (the "Lease Agreement"), with the Corporation. The purchase price of the Certificates shall be \$_____ (representing an aggregate principal amount of the Certificates of \$_____, plus a net original issue premium of \$_____, and less an Underwriter's discount of \$_____).

As an accommodation to the District, the Underwriter will pay, from the purchase price of the Certificates, the sum of \$_____ to _____ (the "Municipal Bond Insurer") as the premium for the Municipal Bond Insurer's municipal bond insurance policy issued for the Certificates (the "Municipal Bond Insurance Policy") and the sum of \$_____ to the Municipal Bond Insurer as the premium for the Municipal Bond Insurer's Reserve Fund Policy issued for the Certificates (the "Reserve Fund Policy").

Section 2. The Certificates. The Certificates will be dated their date of delivery and will be substantially in the form described in, shall be authorized, executed and delivered under the provisions of, and shall be payable as provided in, the Trust Agreement. The Certificates are being executed and delivered to provide funds to: (a) finance the construction, acquisition, and installation of a Student Service Building at Taft College, (b) purchase the Municipal Bond Insurance Policy and the Reserve Fund Policy, and (c) pay costs incurred in connection with executing and delivering the Certificates.

The District will lease certain land and the improvements thereon (the "Property") to the Corporation pursuant to a Site and Facility Lease, dated as of January 1, 2020 (the "Site Lease"). The Corporation will sublease the Property back to the District pursuant to the Lease Agreement. The Corporation will assign its right to receive Lease Payments from the District under the Lease to the Trustee pursuant to an Assignment Agreement, dated as of January 1, 2020 (the "Assignment Agreement").

The District will also enter into a Continuing Disclosure Certificate, dated the Closing Date (the "Continuing Disclosure Certificate"). The Trust Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement, the Continuing Disclosure Certificate and this Purchase Agreement are hereinafter referred to as the "Legal Documents."

Section 3. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Certificates and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) Except as otherwise set forth in Schedule I to Exhibit B, the District will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Certificates of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Exhibit B, except as otherwise set forth therein. Schedule I to Exhibit B also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if

applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(e) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 4. **The Official Statement.**

(a) By its acceptance of this proposal, the District ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement, dated December 19, 2019, relating to the Certificates (including the cover page, the inside cover page, all appendices and all information incorporated therein, the “Preliminary Official Statement”). The District hereby certifies that such Preliminary Official Statement is deemed final as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) except for certain omissions with respect to the pricing of

the Certificates permitted to be omitted therefrom by Rule 15c2-12, and has executed and delivered a certificate in substantially the form attached hereto as Exhibit B.

The District hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Certificates (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, the inside cover page all appendices, all information incorporated therein and any amendments or supplements as have been approved by the District and the Underwriter, the "Official Statement") in such quantity as the Underwriter shall reasonably request. The District has approved the use and distribution by the Underwriter of the Official Statement, and the District hereby authorizes the use by the Underwriter of the Legal Documents in connection with the offer and sale of the Certificates.

Section 5. Closing. At 8:00 A.M., Pacific Standard time, on January 28, 2020, or at such other time and date as may be agreed upon by the District and the Underwriter (the "Closing Date"), (i) the District will cause to be delivered to the Underwriter the Certificates in definitive form, bearing CUSIP numbers and fully registered, through the book-entry system of The Depository Trust Company, New York, New York ("DTC"); and (ii) the District will cause to be delivered to the Underwriter the other documents herein mentioned at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Special Counsel"), or another place to be agreed upon by the District and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof in immediately available funds to the order of the Trustee on behalf of the District. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing." Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Certificates on the Closing Date in accordance with the terms of this Purchase Agreement.

Section 6. Representation, Warranties and Covenants of the District. The District represents, warrants and covenants to the Underwriter that:

(a) The District is a political subdivision, duly organized and validly existing under the Constitution and laws of the State of California. The District has all necessary power and authority and has taken all official action necessary to enter into and perform its duties under the Trust Agreement, the Site Lease, the Lease Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "District Documents"). The District Documents and the Official Statement have been duly executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, the District Documents will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(b) Except as may be required under Blue Sky or other securities laws of any state (as to which no representation is made), there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the execution, delivery and sale of the Certificates or the consummation by the District of the transactions contemplated by the District Documents and by the Official Statement, which has not been duly obtained or made on or prior to the date hereof.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or governmental or public entity pending or threatened against the District which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, or contesting the powers of the District to enter into or perform its obligations under any of the District Documents or the existence or powers of the District.

(d) the distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the District and as of the date hereof and at all times subsequent thereto up to and including the time of the Closing, the statements and information contained in the Official Statement (excluding statements under the captions "THE CORPORATION," "UNDERWRITING," information relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy, the Reserve Fund Policy, DTC and the book-entry only system and information as to bond prices on the inside cover page of the Official Statement, as to which no opinion or view is expressed) are and will be true, correct and complete in all material respects and the Official Statement does not and will not omit to state a material fact required to be stated therein or necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(e) The District agrees that, if at any time before the Closing Date any event of which it has knowledge occurs, as a result of which the Official Statement as then in effect would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the District shall promptly prepare or cooperate in the preparation of an amendment or supplement to the Official Statement if in the opinion of the District and the Underwriter or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement. The District shall advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Underwriter. The District shall promptly advise the Underwriter of the institution of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates.

If the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each supplement or amendment thereto and (unless subsequently supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date of the Closing, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein concerning the District or the District's affairs, in the light of the circumstances under which it was presented, not misleading.

(f) The District shall furnish or cause to be furnished to the Underwriter, in such quantities as shall be reasonably required by the Underwriter, copies of the Official Statement and all amendments and supplements thereto, in each case as soon as available.

(g) The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(h) The resolution of the District approving the execution and delivery of the District Documents and the Official Statement has been duly adopted by the District, has not been amended, modified or repealed and is in full force and effect on the date hereof.

(i) Neither the execution and delivery by the District of the District Documents nor the District's adoption of the resolution, nor the District's compliance with such documents or such resolution, nor the consummation of the transactions contemplated by such documents, such resolution or the Official Statement, conflicts with or constitutes a breach of or default under, or will conflict with or constitute a breach of or default under, any term or provision of any applicable law or any administrative rule or regulation of the State of California or the United States or any applicable judgment, decree, order, license, permit, agreement or instrument to which the District is subject or is otherwise bound has or will have a material adverse effect on the ability of the District to perform its obligations under the District Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instruments.

(j) The District agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of as many jurisdictions of the states of the United States as the Underwriter may request; provided, however, that the District will not be required to expend any of its own funds in connection with such qualifications and will not be required to consent to service of process in any such jurisdiction in which it is not now subject to service of process or to qualify as a broker or a foreign corporation in connection with any such qualification in any jurisdiction.

(k) The District covenants that it will not take any action which would cause interest payable with respect to the Certificates to be subject to federal income taxation or State of California personal income taxation.

(l) Other than as described in the Preliminary Official Statement and the Official Statement, the District has not failed to comply with any previous continuing disclosure undertaking within the prior 5 years.

Section 7. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein. The obligations of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the performance by the District of its obligations, to be performed hereunder and to the performance by the District and the Corporation of their obligations, to be performed under the Legal Documents, at or prior to the Closing Date and the following additional conditions:

(a) The representations, warranties and covenants of the District contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Special Counsel or counsel to the Underwriter, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial public offering prices set forth on the inside cover page of the Official Statement, of the Certificates shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of

the Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority affecting the federal or state tax status of the Corporation or the District, or the interest with respect to bonds or notes (including the Certificates);

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the normal operation of the government of or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(v) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that (i) obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (ii) the execution and delivery, offering or sale of obligations of the general character of the Certificates, or the execution and delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(vi) any event shall occur which makes untrue any material statement or results in an omission to state a material fact that is necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Certificates

(vii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Certificates;

(viii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Certificates, or the Certificates, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(ix) any rating of the Certificates or the rating of any obligations of the District shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Certificates; or

(x) the commencement of any action, suit or proceeding described in Section 6(c).

(d) At or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(ii) the approving opinion of Special Counsel, dated the Closing Date and addressed to the District, in substantially the form attached as Appendix B to the Official Statement, together with a reliance letter addressed to the Underwriter;

(iii) a supplemental opinion of Special Counsel dated the Closing Date and addressed to the Underwriter and the District, in form and substance acceptable to each of them to the effect that:

(A) the statements in the Official Statement under the captions, "INTRODUCTION," "THE CERTIFICATES," "CONTINUING DISCLOSURE," "TAX MATTERS," "APPENDIX A-SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," "APPENDIX B-FORM OF SPECIAL COUNSEL OPINION" and "APPENDIX D-FORM OF CONTINUING DISCLOSURE CERTIFICATE," insofar as such statements purport to summarize certain provisions of the Certificates, security for the Certificates, the Trust Agreement, the Site Lease, the Lease, the Assignment Agreement, the Continuing Disclosure Certificate and the legal opinion of Special Counsel with respect thereto concerning the validity and tax status of interest with respect to the Certificates, are accurate in all material respects; but excluding therefrom information about DTC and the book-entry only system;

(B) the Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other respective parties thereto, constitutes the valid and binding agreement of the District and is enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; and

(C) the Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from

qualification as an Indenture pursuant to the Trust Indenture Act of 1939, as amended;

(iv) the letter of Jones Hall, A Professional Law Corporation, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as Disclosure Counsel and upon the information made available to it in the course of the foregoing, but without having undertaken to determine or verify independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in the opinion referred to in Section 7(c)(iii) above), nothing has come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Official Statement that causes them to believe that the Official Statement as of its date or as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, are not misleading (except for the description of any litigation, any information relating to information relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy, the Reserve Fund Insurance Policy, DTC, Cede & Co., the book-entry system, any financial statements, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, as to all of which they express no view);

(v) a certificate, dated the Closing Date, signed by a duly authorized official of the District satisfactory in form and substance in the reasonable judgment of the Underwriter to the effect that:

(A) the District is a community college district, duly organized and existing under the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the District Documents;

(B) by official action of the District, the District has approved the execution and delivery of and the performance by the District of the obligations on its part contained in the District Documents;

(C) the execution and delivery of the District Documents to which it is a party, compliance with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the District's duties under any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the District is a party or is otherwise subject or by which its properties may be affected;

(D) the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any material fact which is necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading;

(E) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the execution, delivery and sale of the Certificates or the consummation by the District of the transactions on its part contemplated by the District Documents;

(F) the District is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any

applicable judgment or decree, agreement or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, which breach or default has or may have a material adverse effect on the ability of the District to perform its obligations under the District Documents;

(G) there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the District, threatened against the District, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the District Documents or contesting the powers of the District to enter into or perform its obligations under any of the foregoing; and

(H) the District covenants that it will not take any action which would cause interest with respect to the Certificates to be subject to federal income taxation or California personal income taxes;

(vi) a certificate, dated the Closing Date, signed by a duly authorized official of the Corporation satisfactory in form and substance in the reasonable judgment of the Underwriter to the effect that:

(A) the Corporation is a nonprofit, public benefit corporation, duly organized and existing under the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the Corporation Documents;

(B) by official action of the Corporation, the Corporation has approved the execution and delivery of and the performance by the Corporation of the obligations on its part contained in the Corporation Documents;

(C) the execution and delivery of the Corporation Documents to which it is a party, compliance with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the Corporation's duties under any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the Corporation is a party or is otherwise subject or by which its properties may be affected;

(D) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Corporation required for the execution, delivery and sale of the Certificates or the consummation by the Corporation of the transactions on its part contemplated by the Corporation Documents;

(E) the Corporation is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree, agreement or other instrument to which the Corporation is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument,

which breach or default has or may have a material adverse effect on the ability of the Corporation to perform its obligations under the Corporation Documents;

(F) there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the Corporation, threatened against the Corporation, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the Corporation Documents or contesting the powers of the Corporation to enter into or perform its obligations under any of the foregoing; and

(G) the Corporation covenants that it will not take any action which would cause interest with respect to the Certificates to be subject to federal income taxation or California personal income taxes;

(vii) a certificate of the Trustee, dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Underwriter, to the effect that:

(A) the Trustee is a national banking association duly organized and existing under and by virtue of the laws of the United States of America authorized to carry out corporate trust powers and has all necessary power and authority to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute the Certificates;

(B) the representations of the Trustee in the Trust Agreement and the Assignment Agreement are true and correct in all material respects as of the Closing Date;

(C) to the best of its knowledge, no litigation is pending or threatened (either in state or federal courts) (1) to restrain or enjoin the execution or delivery of any of the Certificates or the collection of revenues pledged under the Lease Agreement, or (2) in any way contesting or affecting any authority for the execution or delivery of the Certificates or the validity or enforceability of the Trust Agreement or the Assignment Agreement;

(D) the Trustee is duly authorized to execute and deliver the Certificates to the Underwriter upon instruction by the District pursuant to the terms of the Trust Agreement, and the Trust Agreement and the Assignment Agreement constitute legal, valid and binding obligations of the Trustee enforceable in accordance with its respective terms;

(E) to the best of its knowledge, the execution and delivery of the Trust Agreement and the Assignment Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under said documents or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; and

(F) the Certificates have been validly executed and delivered by the Trustee;

(viii) the opinion of counsel to the Trustee, addressed to the Underwriter and the District, dated the Closing Date, to the effect that:

(A) the Trustee has been duly organized and is validly existing in good standing as a national banking association under the laws of the United States of America, with full corporate power to enter into the Trust Agreement and the Assignment Agreement and to accept the trust as provided therein, and to perform its obligations under the Trust Agreement and the Assignment Agreement;

(B) the Trustee has duly authorized, executed and delivered the Trust Agreement and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement;

(C) assuming the due authorization, execution and delivery by the other party to the Trust Agreement and the Assignment Agreement, the Trust Agreement and the Assignment Agreement, constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(D) the Certificates have been validly executed by the Trustee; and

(E) to the best of such counsel's knowledge, no authorization, approval, consent or order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Trust Agreement and the Assignment Agreement by the Trustee or the authentication by the Trustee of the Certificates;

(ix) the opinion of Quint & Thimmig LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(x) a copy of the Official Statement, executed on behalf of the District;

(xi) a copy of the general resolution of the Trustee authorizing the execution and delivery of the Trust Agreement and the Assignment Agreement;

(xii) a copy of all resolutions relating to the Certificates, the Official Statement and the Legal Documents adopted by the Corporation and the District, as applicable, and certified by an authorized official of the Corporation and the District;

(xiii) a tax certificate by the District in form and substance acceptable to Special Counsel;

(xiv) a copy of the Municipal Bond Insurance Policy;

(xv) a copy of the Reserve Fund Policy;

(xvi) an opinion of counsel to the Municipal Bond Insurer, addressed to the District and the Underwriter to the effect that:

(A) the descriptions of the Municipal Bond Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Policy included in the Official Statement are accurate;

(B) the Municipal Bond Insurance Policy and the Reserve Fund Policy constitute legal, valid and binding obligations of the Municipal Bond Insurer, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditor's rights generally and by the application of equitable principles if equitable remedies are sought, and

(C) as to such other matters as the District or the Underwriter may reasonably request;

(xvii) a certificate of the Municipal Bond Insurer, signed by an authorized officer of the Municipal Bond Insurer, to the effect that:

(A) the information contained in the Official Statement relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Policy is true and accurate and

(B) as to such other matters as the District or the Underwriter may reasonably request;

(xviii) letters from S&P Global Ratings, a Standard & Poor's Financial Services LLC business, indicating that the Certificates have been assigned an insured rating of "AA" and an underlying rating of "___";

(xix) evidence of good standing of the Corporation with the State; and

(xx) such additional legal opinions, certificates, proceedings, instruments or other documents as Special Counsel and counsel to the Underwriter, if any, may reasonably request to evidence compliance by the Corporation and the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations and warranties of the Corporation and the District contained herein, and the due performance or satisfaction by the Corporation and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Corporation and the District.

Section 8. Changes in Official Statement. After the Closing, the District will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall object in writing. Within 90 days after the Closing or within 25 days following the end of the underwriting period, whichever occurs first, if any event relating to or affecting the Certificates, the Trustee, the Corporation or the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the District will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The District shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with a nationally recognized municipal securities

repository. For the purposes of this section the Trustee, the Corporation and the District will each furnish such information with respect to itself as the Underwriter may reasonably request from time to time during such period.

Section 9. **Expenses.** Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the District shall pay from the proceeds of the Certificates or otherwise, all expenses and costs of the District and the Corporation incident to the performance of their obligations in connection with the authorization, execution, sale and delivery of the Certificates to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Trustee, including fees and disbursements of its counsel, if any, fees and disbursements of Special Counsel and Disclosure Counsel and other professional advisors employed by the District or the Corporation, the fee of counsel to the Underwriter and costs of preparation, printing, signing, transportation, delivery and safekeeping of the Certificates. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Service Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Certificates, shall be paid by the Underwriter.

Section 10. **Notices.** Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Mr. Todd Smith, Managing Director, Hilltop Securities Inc., 2533 South Coast Highway 101, Suite 250, Cardiff By the Sea, CA 92007. Any notice or communication to be given to the District under this Purchase Agreement may be given by delivering the same in writing to the District's address set forth above, Attention: Mr. Brock McMurray, Executive Vice President, Administrative Services/CFO

The approval of the Underwriter when required hereunder or the determination of the Underwriter's satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

Section 11. **Parties in Interest.** This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment of the Certificates.

Section 12. **Counterparts.** This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[The remainder of this page has been intentionally left blank]

Section 13. **Governing Law.** This Purchase Agreement shall be governed by the laws of the State of California.

HILLTOP SECURITIES INC., as
Underwriter

By _____
Kelly Wine
Director, Municipal Underwriter

Accepted and Agreed to:

WEST KERN COMMUNITY COLLEGE
DISTRICT

By _____
Brock McMurray
Executive Vice President,
Administrative Services/CFO

Time of execution: _____

[Signature page to the Certificate Purchase Agreement relating to
WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California]

EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

\$ _____
**WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California**

MATURITY SCHEDULE

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price
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REDEMPTION PROVISIONS

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the District, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

Optional Redemption. The Certificates are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the District (or, if the District shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, on or after November 1, ____, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the District pursuant to the Lease Agreement.

Mandatory Prepayment. The Certificates maturing on November 1, ____, are subject to mandatory redemption in part on November 1 in each year on and after November 1, ____, to and including November 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to

abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(November 1)</u>	<u>Principal Amount of</u> <u>Certificates to be Prepaid</u>
------------------------------------	---

†Maturity.

The Certificates maturing on November 1, ____, are subject to mandatory redemption in part on November 1 in each year on and after November 1, ____, to and including November 1, ____, from the principal components of scheduled Lease Payments required to be paid by the District pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(November 1)</u>	<u>Principal Amount of</u> <u>Certificates to be Prepaid</u>
------------------------------------	---

†Maturity.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
**WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Hilltop Securities Inc. (“Hilltop”), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Certificates”).

I. General

1. Hilltop and the West Kern Community College District (the “Issuer”) have executed a certificate purchase agreement in connection with the Certificates on the Sale Date. Hilltop has not modified the certificate purchase agreement since its execution on the Sale Date.

II. Price

1. Hilltop offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.

2. As set forth in the certificate purchase agreement, Hilltop has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

3. No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

III. Defined Terms

1. *General Rule Maturities* means those Maturities of the Certificates not listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”

2. *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

4. *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

6. A person is a "*Related Party*" to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is January 7, 2020.

8. *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with Hilltop to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement with respect to the Certificates, to which this Certificate is attached. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Hilltop's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Certificates, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates.

IV. Credit

Hilltop has calculated that the present value of the amounts paid to obtain the _____ (the "Municipal Bond Insurer") municipal bond insurance and reserve fund municipal bond insurance policies (the "Policies") is less than the present value of the debt service reasonably expected to be saved as a result of having the Policies, using as the discount factor for this purpose the expected Yield with respect to the Certificates treating the fees paid as interest with respect to the Certificates.

To the best of Hilltop's knowledge, the fees paid to obtain the Policies were determined in arm's-length negotiations and were required as a condition to the issuance by the Municipal Bond Insurer of the Policies.

Dated: January 28, 2020

HILLTOP TALLMAN LLC, as Underwriter

By _____
Authorized Officer

SCHEDULE I TO ISSUE PRICE CERTIFICATE

\$ _____

**WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION**

**Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California**

<u>Hold-the- Offering Price Maturities (if Marked)</u>	<u>General Rule Maturities (if Marked)</u>	<u>Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
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SCHEDULE II TO ISSUE PRICE CERTIFICATE

\$ _____

**WEST KERN COMMUNITY COLLEGE DISTRICT
2020 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
WEST KERN COMMUNITY COLLEGE DISTRICT
to Public Property Financing Corporation of California**

PRICING WIRE OR EQUIVALENT COMMUNICATION

Date: November 7, 2019
Submitted by: Sheri Horn Bunk, Exec. Dir. Of Foundation and Inst. Advancement
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Request approval for Out of the Country Travel - Zero Project Conference-Austria-United Nations

Background:

Transition to Independent Living (TIL) has received a global award by the Zero Project and is presenting their program overview to a worldwide audience on February 20, 2020 in Austria at the United Nations. Attending the conference will be TIL Director Aaron Markovits, TIL Direct Support Facilitator John Dodson, and Executive Director of the Foundation Sheri Horn-Bunk. Their travel will be from February 18-22, 2020.

Terms (if applicable):

Expense (if applicable):

Grant was given to the Taft College Foundation by Administrust/ May and Stanley Smith Charitable Trust to cover expenses up to \$10,000.00.

Fiscal Impact Including Source of Funds (if applicable):

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: November 4, 2019
Submitted by: Heather del Rosario, Vice President of Human Resources
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: November 13, 2019

Title of Board Item:

First Reading - Tentative Agreement Between CSEA Chapter #543 and WKCCD - Electronic Time Clocks and Time Keeping System

Background:

As part of the continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding the implementation and use of time clocks and a time keeping system.

Terms (if applicable):


Per contract with vendor.

Expense (if applicable):

Per contract with vendor.

Fiscal Impact Including Source of Funds (if applicable):

Approved: _____


Dr. Debra Daniels, Superintendent/President

Tentative Agreement Between
California School Employees Association and its
Taft College Chapter #543
And
West Kern Community College District

Electronic Time Clocks and Time Keeping System

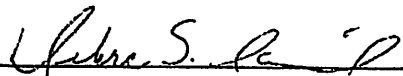
This tentative agreement ("Agreement") is made by and between the California School Employees Association and its Chapter #543 ("CSEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, the parties have reached a consensus regarding implementation and use of an electronic time clocks and timekeeping system for CSEA bargaining unit members.

Now, therefore, CSEA and the District hereby agree as follows:

1. The above recitals are true and correct.
2. CSEA members will be compensated for all time suffered and permitted according to the law.
3. CSEA members agree that they will only clock in and/or out for themselves and agree that under no circumstances will they clock in and/or out for other members.
4. CSEA members will clock in at the beginning of their shift and out at the conclusion of their shift. CSEA members will not be required to clock in and/or out for breaks. The time clock system will automatically deduct the scheduled meal period for each employee, and as such, they will not be required to clock in or out for breaks and/or lunch. CSEA Members understand they are responsible for notifying their immediate Supervisor and payroll (via email at payroll@taftcollege.edu) if they do not take their scheduled meal period and/or take a meal period longer than scheduled. Failure to notify their immediate supervisor and payroll will result in forfeiture of the meal period premium.
5. CSEA members working extra hours, outside of their regular work area, will clock out at the end of their shift and clock in/out to the extra duty assignment.
6. CSEA members are responsible for notifying their immediate Supervisor and payroll of any missed punch immediately. A weekly report will be run to address and correct errors.
7. The District will make available time clocks, a desktop clocking option and mobile app for CSEA member use. CSEA members will have the option to use the system that best meets their time keeping needs. The District maintains the right to add, modify and remove time clock locations as needed.
8. For payroll purposes only, a "grace period" for CSEA members to be considered to have clocked in on time if they clock in within 6 minutes of the start or end of their shift.
9. CSEA members with a pattern of arriving late or leaving early, without prior authorization, will first be given verbal warning and an opportunity to improve prior to a written warning being issued.

10. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
11. This Agreement will become effective after ratification by the CSEA members and the District's Governing Board.

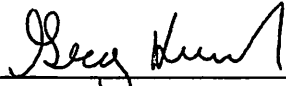


Debra Daniels, Superintendent/President
Taft College
West Kern Community College District

Dated: 11/06 2019

Board Approval:

Dawn Cole, President
Board of Trustees
West Kern Community College District



Greg Hawkins, President
California School Employees Association
Chapter #543

Dated: 11/06 2019

Dated: _____, 2019

First Presentation: November 13, 2019
Second Presentation/Approval: December 11, 2019

Date: November 8, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Information Item

Board Meeting Date: November 13, 2019

Title of Board Item:

First Reading – Board Policy #7365 – Discipline and Dismissal – Classified Employees

Background:

This board policy has been updated by the District to separate policy from procedures. The accompanying Administrative Procedure is being updated to retain the information previously contained in BP #7365.

This board policy will be presented at the December Board of Trustee’s meeting for second reading and approval.

Terms (if applicable):

N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 
Dr. Debra Daniels, Superintendent/President

BP 7365 Discipline and Dismissals - Classified Employees

Reference:


Education Code Section 88013

The Superintendent/President shall enact procedures for the disciplinary proceedings applicable to permanent classified employees of the District. Such procedures shall conform to the requirements of the Education Code.

The Board's determination of the sufficiency of the cause for disciplinary action of a classified employee shall be conclusive.

No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent, or for any cause that arise more than two years preceding the date of the filing of any charge against the employee, unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

See Administrative Procedures #7365

Date: October 31, 2019
Submitted by: Dr. Leslie Minor, Vice President of Instruction 
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

2021-2022 Academic Calendar

Background:

The 2021-2022 academic calendar has been approved by the Taft College Faculty Collective Bargaining Committee and Taft College Classified Collective Bargaining Committee and is ready for Board review and approval.

Terms (if applicable):


N/A

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Dr. Debra Daniels, Superintendent/President

JUNE 2021

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY 2021

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2021

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2021

				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021

		1	2	3	4	5	6
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

DECEMBER 2021

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2022

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2022

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28						

MARCH 2022

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

APRIL 2022

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30


MAY 2022

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2022

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

TEACHING DAYS	FALL (80 DAYS)	
	SPRING (80 DAYS)	
FACULTY INSERVICE	(14 DAYS)	
FAC INSERVICE (GRADUATION DAY)	(1 DAY)	
LEGAL HOLIDAYS	(10 DAYS)	
LOCAL HOLIDAYS	(5 DAYS)	
SUMMER SESSION	(40 DAYS)	

Date: October 23, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction 
Subject: Request for Approval

Board Meeting Date: November 14, 2019

Title of Board Item:

Course Inactivations

Background:

Under accreditation requirements, academic institutions are expected to review and update its courses to ensure they meet current standards.

Liberal Arts Division

The Liberal Arts Division has moved to inactivate these courses due to lack of student interest and difficulty finding an instructor. This request was reviewed and approved by the Curriculum and General Education Committee:

1. ART 1850 Website Production
2. ART 1860 Introduction to Computer Animation for Web and Multimedia

Fiscal Impact Including Source of Funds (if applicable):
None

Approved: 

Dr. Debra Daniels, Superintendent/President



Date: October 23, 2019

Submitted by: Norberto Lopez Jr., Curriculum Technician

Area Administrator: Dr. Leslie Minor, Vice President of Instruction *LM*

Subject: Request for Approval

Board Meeting Date: November 14, 2019

Title of Board Item:

Course Revisions

Background:

Under accreditation requirements, academic institutions are expected to review and update its courses to ensure they meet current standards.

Applied Technologies Division

The Applied Technologies Division has revised the following courses as part of the five-year review cycle:


1. BUSN 1055 Office Procedures
2. OSH 2000 Occupational Safety & Health Capstone
3. PETC 1104 Basic Drilling and Workover Sub-sea
4. PETC 1105 Coiled Tubing for Supervisors

Liberal Arts Division

The Liberal Arts Division has revised the following courses as part of the five-year review cycle:

1. SPAN 1602 Elementary Spanish II
2. HUM 2010 Introduction to Film Studies

Fiscal Impact Including Source of Funds (if applicable):
None

Approved: 
 Dr. Debra Daniels, Superintendent/President

Date: October 23, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction *lm*
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Request for Distance Learning Approval

Background:

The following divisions have submitted distance learning requests for the courses below. The Distance Learning Committee, as well as the Curriculum and General Education Committee approved the request.

Applied Technologies Division

Offering these courses in one or more modalities will increase enrollment, accessibility, and provide flexibly, which will benefit more students.

1. BUSN 1055 Office Procedures
2. BUSN 2900 Business Capstone
3. OSH 2900 Occupational Safety and Health Capstone

Learning Support Division

Offering these courses in one or more modalities will increase enrollment, accessibility, and provide flexibly, which will benefit more students.

1. DS 1507 Introduction to Supporting People with Disabilities

Liberal Arts Division

Offering these courses in one or more modalities will increase enrollment, accessibility, and provide flexibly, which will benefit more students.

1. HUM 2010 Introduction to Film Studies
2. SPAN 1602 Elementary Spanish II

Fiscal Impact Including Source of Funds (if applicable):

None

Approved: _____
Dr. Debra Daniels, Superintendent/President



BOARD AGENDA ITEM

Date: October 23, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician Area
Administrator: Dr. Leslie Minor, Vice President of Instruction *lm*
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

New Courses

Background:

Under accreditation requirements, academic institutions are expected to review and update its curriculum to ensure they meet current standards.

Science & Math Division

DNTL 2242 - Ethics, Law & Practice Management, was developed to combine the Practice and Financial Management and the Ethics and Jurisprudence courses into a single course. The unit value for the degree remains the same.

1. DNTL 2241 Ethics, Law & Practice Management


Applied Technologies Division


This new Entrepreneurship course is a natural complement to the business program. Many students are interested not only in business administration and management, but also in starting their own businesses.

1. BUSN 2280 Entrepreneurship

Impact Including Source of Funds (if applicable):

None

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: October 23, 2019
Submitted by: Norberto Lopez Jr., Curriculum Technician
Area Administrator: Dr. Leslie Minor, Vice President of Instruction 
Subject: Request for Approval

Board Meeting Date: November 14, 2019

Title of Board Item:

Program Inactivations

Background:

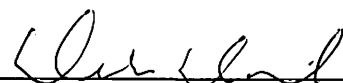
Under accreditation requirements, academic institutions are expected to review and update its courses to ensure they meet current standards.

Liberal Arts Division

The Liberal Arts Division has moved to inactivate the programs below. The Division has noticed a lack of interest in students, and the lack of instructors available to teach these classes. This request was reviewed and approved by the Curriculum and General Education Committee:

1. Multimedia Journalism: Associate Degree
2. Associate in Arts in Journalism for Transfer

Fiscal Impact Including Source of Funds (if applicable):
None

Approved: 
Dr. Debra Daniels, Superintendent/President

Date: November 4, 2019
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval



Board Meeting Date: November 13, 2019

Title of Board Item:

Resolution Authorizing the Kern County Auditor-Controller to Release Excess Impounded Local Tax Revenues

Background:

The Kern County Superintendent of Schools notified the West Kern Community College District (WKCCD) of excess impounded local tax revenues.

As of June 30, 2019, the District had \$2,053,631.38 local tax revenue impounded. The District's pending tax appeals were \$1,034,655.23, with \$25,299.39 in interest, for a combined total of \$1,059,954.62. Accordingly, now that the pending tax appeals have been adjusted, we are asking to release the excess impounded funds to WKCCD in the amount of \$993,676.76.

It is recommended that the Board of Trustees approve the attached resolution authorizing the release of impounded revenues in the amount of \$993,676.76 in property taxes.

Terms (if applicable):

Not applicable.


Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved: _____


Dr. Debra Daniels, Superintendent/President

**BEFORE THE GOVERNING BOARD
OF THE _____ SCHOOL DISTRICT
OF KERN COUNTY, STATE OF CALIFORNIA**

In the Matter of:)
)
AUTHORIZATION TO SUPERINTENDENT) TO
DETERMINE AMOUNT AND REQUEST) RESOLUTION NO. _____
RELEASE OF IMPOUNDED MONIES IN)
SETTLEMENT OF PENDING LITIGATION)

WHEREAS, by prior resolution of this Board, certain monies due to this District from the County as local tax revenues have been impounded against contingent tax liabilities in litigation or tax appeal cases; and

WHEREAS, by recent letters the County Counsel has notified the District of an excess of local tax revenues in the impound fund due to recent settlements.

NOW, THEREFORE, the Board resolves as follows:

- A. All of the above recitals are found to be true and correct.
- B. The Board hereby orders the Superintendent to:
 - 1. Determine the exact amount of impound monies which should be released to the District General Fund to meet and articulate with all pending fiscal needs of the District.
 - 2. Notify, on behalf of this Board, the County Auditor's Office in writing of the amount to be so released and the effective date for such release.
- C. A copy of this resolution shall be delivered to the County Auditor-Controller and Kern County Superintendent of Schools office forthwith.

The foregoing resolution, on motion of _____, and seconded by _____, was duly passed and adopted this _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF THE _____ SCHOOL DISTRICT

By: _____
Authorized Agent

Member

Member

Member

Member

Member

I **HEREBY CERTIFY** that the foregoing is a full, true, and correct excerpt from the Journal of the Board of Trustees of the _____ School District pertaining to the adoption of the foregoing Resolution at a regular meeting held on _____, 20____.

Authorized Agent of the Board of Trustees of
the _____ School District,
County of Kern, State of California

Date: October 18, 2019
Submitted by: Amanda Bauer, Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item



Board Meeting Date: November 13, 2019

Title of Board Item: CCFS-311Q for the 1st quarter ending September 30, 2019.

Background:

Title 5 of the California Code of Regulation, Section 58310 requires the chief executive officer or another designee of the governing board to regularly report in detail to the governing board of the district the district's financial condition and shall submit reports showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board at least once every three months. The certified report shall be reviewed by the district governing board at a regularly scheduled meeting and entered into the minutes of the meeting.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Attached is a copy of the West Kern Community College District's California Community Colleges Chancellor's Office Financial Status Report (CCFS-311Q) for the quarter ended September 30, 2019. This report will be submitted to the Taft College Board of Trustees for their review at the regularly scheduled board meeting on November 13, 2019.

This report represents the first quarter of the 2019-2020 fiscal year. Total General Fund unrestricted revenues received to date were \$6,143,862 or 21.46% of the projected levels for the current fiscal year. General Fund unrestricted expenditures were \$6,108,015 or 21.33% of the budgeted projections. The net effect year to date was \$35,847.

Approved: 

Dr. Debra Daniels, Superintendent/President

Quarterly Financial Status Report, CCFS-311Q
 ENTER OR EDIT CURRENT DATA

Record Updated

CHANGE THE PERIOD

Fiscal Year: 2019-2020

Quarter Ended: (Q1) Sep 30, 2019

District: (690) WEST KERN

Year-to-Date Actuals (Col. 3)

Projected Actuals as of June 30 (Col. 4)

Closed for edits after Nov 16, 2019

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	28,580,711	28,626,967	6,143,862	28,626,967
A.2	Other Financing Sources (Object 8900)	0	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	28,580,711	28,626,967	6,143,862	28,626,967
Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	28,053,656	28,099,912	5,794,189	28,099,912
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	527,055	527,055	313,826	527,055
B.3	Total Unrestricted Expenditures (B.1 + B.2)	28,580,711	28,626,967	6,108,015	28,626,967
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	0	0	35,847	0
Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	7,493,186	7,493,186	7,493,186	7,493,186
E.	Fund Balance, Ending (C. + D.2)	7,493,186	7,493,186	7,529,033	7,493,186
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	26.2%	26.2%	123.3%	26.2%

SAVE EDITS ==>

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)				2,909
-----	---	--	--	--	-------

Amount as of the Specified Quarter Ended

III. Total General Fund Cash Balance (Unrestricted and Restricted)

H.1	Cash, excluding borrowed funds	11,147,255
H.2	Cash, borrowed funds only	0
H.3	Total Cash (H.1 + H.2)	11,147,255

IV. Has the district settled any employee contracts during this quarter? For first quarter reporting, has the district settled any employee contracts during the fourth quarter of the prior fiscal year or during the first quarter of the current year?

Yes No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)	Management		Academic		Temporary		Classified	
	Total Cost Increase	% +	Total Cost Increase	% +	Total Cost Increase	% +	Total Cost Increase	% +
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS ==>

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

Yes No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year? Yes No
 Next year? Yes No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

== EXIT WITHOUT SAVING SAVE EDITS ==>

California Community Colleges, Chancellor's Office
 Fiscal Services Unit
 1102 Q Street, Suite 4550
 Sacramento, California 95811

Send questions to:
 Christine Atalig (916)327-5772 atalig@ccco.edu or Tracy Britten (916)324-9794 tbritten@ccco.edu
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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Date: October 18, 2019
Submitted by: Amanda Bauer, Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item



Board Meeting Date: November 13, 2019

Title of Board Item:

Annual Financial and Budget Report (CCFS-311A) for the Fiscal Year Ended June 30, 2019.

Background:

Attached is the *Annual Financial and Budget Report (CCFS-311A) for the Year Ended June 30, 2019* as submitted to the Chancellor's Office. This is to certify the Annual Financial Report for 2018/2019 has been prepared and the budget for the 2019/2020 has been adopted in accordance with *Title 5 of the California Code of Regulations, beginning with section 58300*. The Annual Financial and Budget Report contains, as specified by the Chancellor's Office, a statement of the actual revenues and expenditures for the year just ended, plus the budgeted revenues and proposed expenditures for the succeeding fiscal year.

Terms (if applicable):

Not applicable.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

None.

Approved: 

Dr. Debra Daniels, Superintendent/President

CALIFORNIA COMMUNITY COLLEGES

Analysis of compliance with the 50 Percent Law (ECS 84362)

Annual Financial and Budget Report

The Current Expense of Education

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	Total
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Academic Salaries		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	
Instructional Salaries					
Contract or Regular	1100	4,206,847	4,206,847		4,206,847
Other	1300	2,646,279	2,646,279		2,646,279
Total Instructional Salaries		6,853,126	6,853,126	0	6,853,126
Non-Instructional Salaries					
Contract or Regular	1200		1,254,794	200,310	1,455,104
Other	1400		327,494	168,338	495,832
Total Non-Instructional Salaries		0	1,582,288	368,648	1,950,936
Total Academic Salaries		6,853,126	8,435,414	368,648	8,804,062
Classified Salaries					
Non-Instructional Salaries					
Regular Status	2100		3,382,040	456,591	3,838,631
Other	2300		346,583	51,220	397,803
Total Non-Instructional Salaries		0	3,728,623	507,811	4,236,434
Instructional Aides					
Regular Status	2200	246,281	254,534		254,534
Other	2400	68,907	68,907		68,907
Total Instructional Aides		315,188	323,441	0	323,441
Total Classified Salaries		315,188	4,052,064	507,811	4,559,875
Employee Benefits	3000	3,475,045	7,488,157	308,744	7,796,901
Supplies and Materials	4000		237,340	55,231	292,571
Other Operating Expenses	5000	1,404,059	3,364,116	259,438	3,623,554
Equipment Replacement	6420		130,049	6,683	136,732
Total Expenditures Prior to Exclusions		12,047,418	23,707,140	1,506,555	25,213,695

CALIFORNIA COMMUNITY COLLEGES

Analysis of compliance with the 50 Percent Law (ECS 84362)

Annual Financial and Budget Report

The Current Expense of Education

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Exclusions	TOP Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	Total
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	
Activities to Exclude	TOP Code				
Instructional Staff--Retirees' Benefits and Retirement Incentives	5900	242,150	242,150		242,150
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491				0
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		968,789		968,789
Objects to Exclude	Object Code				
Rents and Leases	5060		35,064		35,064
Lottery Expenditures					
Academic Salaries	1000	215,506	215,506		215,506
Classified Salaries	2000				0
Employee Benefits	3000				0
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000				0

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
Total Exclusions		457,656	1,461,509	0	1,461,509
Total for ECS 84362, 50% Law		11,589,762	22,245,631	1,506,555	23,752,186
Percent of CEE (Instructional Salary Cost / Total CEE)		52.10%	100.00%		
50% of Current Expense of Education			11,122,816		
Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year					
Amount Required to be Expended for Salaries of Classroom Instructors		11,589,762	22,245,631	1,506,555	23,752,186
Reconciliation to Unrestricted General Fund Expenditures					
Total Expenditures Prior to Exclusions		12,047,418	23,707,140	1,506,555	25,213,695
Capital Expenditures	6000	35,307	295,270	245,970	541,240
Equipment Replacement (Back out)	6420		0	0	0
Total Unrestricted General Fund Expenditures		12,082,725	24,002,410	1,752,525	25,754,935

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

COMBINED BALANCE SHEET

10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	1,338		1,338
In County Treasury	9112	4,224,955	4,658,818	8,883,773
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	525,633		525,633
Investments (at cost)	9120			0
Accounts Receivable	9130	831,804	726,550	1,558,354
Due from Other Funds	9140	4,167,528	157,566	4,325,094
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	181,776	51,179	232,955
TOTAL ASSETS		9,933,034	5,594,113	15,527,147
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	221,633	122,929	344,562
Accrued Salaries and Wages Payable	9520	294,268	97,919	392,187
Compensated Absences Payable Current	9530	330,358	30,335	360,693
Due to Other Funds	9540	1,475,796	2,062,866	3,538,662
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	117,794	1,928,142	2,045,936
TOTAL LIABILITIES		2,439,849	4,242,191	6,682,040

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

COMBINED BALANCE SHEET

10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			0
NonCash Assets	9711			0
Amounts Restricted by Law for Specific Purposes	9712			0
Reserve for Encumbrances Credit	9713			0
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
Total Fund Balance		0	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			0
Restricted Fund Balance	9752		1,351,922	1,351,922
Committed Fund Balance	9753			0
Assigned Fund Balance	9754			0
Total Designated Fund Balance		0	1,351,922	1,351,922
Uncommitted Fund Balance	9790	7,493,185		7,493,185
TOTAL FUND EQUITY		7,493,185	1,351,922	8,845,107
TOTAL LIABILITIES AND FUND EQUITY		9,933,034	5,594,113	15,527,147

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

Governmental Funds Group

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

District ID: 690

Name: WEST KERN

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	2,423,519		1,262,668
Cash With Fiscal Agents	9113			11,744,316
Investments (at cost)	9120			
Accounts Receivable	9130	31,561,729		1,078
Due from Other Funds	9140			
TOTAL ASSETS		33,985,248	0	13,008,062
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560	31,560,080		
Deferred Revenues	9570			
TOTAL LIABILITIES		31,560,080	0	0

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

Governmental Funds Group

- 20 Debt Service Funds:**
- 21 Bond Interest and Redemption Fund**
- 22 Revenue Bond Interest and Redemption Fund**
- 29 Other Debt Service Fund**

District ID: 690

Name: WEST KERN

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751	2,425,168		
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		2,425,168	0	0
Uncommitted Fund Balance	9790			13,008,062
TOTAL FUND EQUITY		2,425,168	0	13,008,062
TOTAL LIABILITIES AND FUND EQUITY		33,985,248	0	13,008,062

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

Annual Financial and Budget Report

30 Special Revenue Funds:

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
ASSETS							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111	1,408	500				46,018
In County Treasury	9112	1,389,042	273,803	87,745		389,918	1,105,704
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114	178,219					
Investments (at cost)	9120						
Accounts Receivable	9130	44,229	69,769	463,134		27,199	451,959
Due from Other Funds	9140	139,075	75,926	406,500		581,669	131,824
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210	208,308	22,141				
Prepaid Items	9220	1,907				1,246	
TOTAL ASSETS		1,962,188	442,139	957,379	0	1,000,032	1,735,505
LIABILITIES							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510	67,319	13,693	10,480		896	12,656
Accrued Salaries and Wages Payable	9520	3,430	2,469	23,741		633	37,455
Compensated Absences Payable Current	9530	11,954	22,464	28,343		3,521	55,761
Due to Other Funds	9540		30	488,489		3,275	1,629,633
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570			40,181			
TOTAL LIABILITIES		82,703	38,656	591,234	0	8,325	1,735,505

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

Annual Financial and Budget Report

30 Special Revenue Funds:

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
FUND BALANCE (NON-GASB 54)							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	0	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
Total Fund Balance		0	0	0	0	0	0
Fund Balance (GASB 54)	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	0	0	0	0	0	0
Total Designated Fund Balance		0	0	0	0	0	0
Uncommitted Fund Balance	9790	1,879,485	403,483	366,145	0	991,707	0
TOTAL FUND EQUITY		1,879,485	403,483	366,145	0	991,707	0
TOTAL LIABILITIES AND FUND EQUITY		1,962,188	442,139	957,379	0	1,000,032	1,735,505

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

Annual Financial and Budget Report

40 Capital Projects Funds:

41 Capital Outlay Projects Fund

42 Revenue Bond Construction Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	505,649	647,837	
Cash With Fiscal Agents	9113		4,069,818	
Revolving Cash Accounts	9114			
Investments (at cost)	9120			
Accounts Receivable	9130	3,408	4,758	
Due from Other Funds	9140			
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220	4,282		
TOTAL ASSETS		513,339	4,722,413	0
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510		25,803	
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
TOTAL LIABILITIES		0	25,803	0

CALIFORNIA COMMUNITY COLLEGES

Governmental Funds Group

Annual Financial and Budget Report

40 Capital Projects Funds:

41 Capital Outlay Projects Fund

42 Revenue Bond Construction Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790	513,339	4,696,610	
TOTAL FUND EQUITY		513,339	4,696,610	0
TOTAL LIABILITIES AND FUND EQUITY		513,339	4,722,413	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

50 Enterprise Funds:

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
ASSETS					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
Fixed Assets	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
Total Fixed Assets		0	0	0	0
TOTAL ASSETS		0	0	0	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

50 Enterprise Funds:

COMBINED BALANCE SHEET

51 Bookstore Fund

53 Farm Operations Fund

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
LIABILITIES					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
TOTAL LIABILITIES	968	0	0	0	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

50 Enterprise Funds:

COMBINED BALANCE SHEET

51 Bookstore Fund

53 Farm Operations Fund

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
FUND EQUITY					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
Fund Balance (GASB 54)	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
Other Equity	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
TOTAL FUND EQUITY		0	0	0	0
TOTAL LIABILITIES AND FUND EQUITY		0	0	0	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

60 Internal Service Funds:

61 Self-Insurance Fund

69 Other Internal Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
ASSETS			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111		
In County Treasury	9112		
Cash With Fiscal Agents	9113		
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130		
Due from Other Funds	9140		
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
Fixed Assets	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
Total Fixed Assets		0	0
TOTAL ASSETS		0	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

60 Internal Service Funds:

61 Self-Insurance Fund

COMBINED BALANCE SHEET

69 Other Internal Service Fund

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
LIABILITIES			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510		
Accrued Salaries and Wages Payable	9520		
Compensated Absences Payable Current	9530		
Due to Other Funds	9540		
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		0	0
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
TOTAL LIABILITIES	968	0	0

CALIFORNIA COMMUNITY COLLEGES

Proprietary Funds Group

Annual Financial and Budget Report

60 Internal Service Funds:

61 Self-Insurance Fund

69 Other Internal Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
FUND EQUITY			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		0	0
Fund Balance (GASB 54)	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752		
Committed Fund Balance	9753		
Assigned Fund Balance	9754		
Total Designated Fund Balance		0	0
Uncommitted(Unrestricted) Fund Balance	9790		
Other Equity	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
TOTAL FUND EQUITY		0	0
TOTAL LIABILITIES AND FUND EQUITY		0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
ASSETS									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	36,685							
In County Treasury	9112								2,053,631
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114	176,651							
Investments (at cost)	9120								
Accounts Receivable	9130	1,744							
Due from Other Funds	9140								
Student Loans Receivable	9150								
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
Fixed Assets	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
Total Fixed Assets		0	0	0	0	0	0	0	0
TOTAL ASSETS		215,080	0	0	0	0	0	0	2,053,631

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
LIABILITIES									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510								
Accrued Salaries and Wages Payable	9520								
Compensated Absences Payable Current	9530								
Due to Other Funds	9540								
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570								
Total Current Liabilities and Deferred Revenue		0	0	0	0	0	0	0	0
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
TOTAL LIABILITIES	968	0	0	0	0	0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 690

Name: WEST KERN

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
FUND EQUITY									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712								
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
Total Reserved Fund Balance		0	0	0	0	0	0	0	0
Fund Balance (GASB 54)	9750								
Nonspendable Fund Balance	9751								2,053,631
Restricted Fund Balance	9752								
Committed Fund Balance	9753								
Assigned Fund Balance	9754								
Total Designated Fund Balance		0	0	0	0	0	0	0	2,053,631
Uncommitted(Unrestricted) Fund Balance	9790	215,080							
Other Equity	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
TOTAL FUND EQUITY		215,080	0	0	0	0	0	0	2,053,631
TOTAL LIABILITIES AND FUND EQUITY		215,080	0	0	0	0	0	0	2,053,631

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Federal Revenues	8100			
Forest Revenues	8110			0
Higher Education Act	8120			0
Workforce Investment Act	8130			0
Temporary Assistance for Needy Families (TANF)	8140			0
Student Financial Aid	8150		6,285,666	6,285,666
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		101,039	101,039
Other Federal Revenues	8190		172,731	172,731
Total Federal Revenues	8100	0	6,559,436	6,559,436
State Revenues	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611			0
State General Apportionment	8612	15,978,240		15,978,240
Other General Apportionment	8613			0
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		391,994	391,994
Disabled Students Programs and Services(DSPS)	8623		268,799	268,799
Temporary Assistance for Needy Families (TANF)	8624		32,314	32,314
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		156,756	156,756
Telecommunications and Technology Infrastructure Program (TTIP)	8626			0
Other General Categorical Programs	8627		4,007,446	4,007,446

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
EPA Proceeds	8630	2,751,455		2,751,455
Reimbursable Categorical Programs	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		621,704	621,704
State Tax Subventions	8670			
Homeowners' Property Tax Relief	8671			0
Timber Yield Tax	8672			0
Other State Tax Subventions	8673			0
State Non-Tax Revenues	8680			
State Lottery Proceeds	8681	215,506	202,522	418,028
State Mandated Costs	8685	82,668		82,668
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690	1,594,761	1,038,791	2,633,552
Total State Revenues	8600	20,622,630	6,720,326	27,342,956

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
Local Revenues	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	6,684,262		6,684,262
Tax Allocation, Supplemental Roll	8812	37,872		37,872
Tax Allocation, Unsecured Roll	8813	567,901		567,901
Prior Years Taxes	8816	(612,726)		(612,726)
Education Revenues Augmentation Fund (ERAF)	8817			0
Redevelopment Agency Funds - Pass Through	8818			0
Redevelopment Agency Funds - Residual	8819			0
Redevelopment Agency Funds - Asset Liquidation	8819.1			0
Contributions, Gifts, Grants, and Endowments	8820		73,947	73,947
Contract Services	8830			
Contract Instructional Services	8831			0
Other Contract Services	8832		77,928	77,928
Sales and Commissions	8840			0
Rentals and Leases	8850			0
Interest and Investment Income	8860	168,742	(27,904)	140,838
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	778,047		778,047
Contra Revenue Account	8874.1			0
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876	28,911		28,911
Instructional Materials Fees and Sales of Materials	8877		40,141	40,141
Insurance	8878			0
Student Records	8879	8,746		8,746
Nonresident Tuition	8880	234,127		234,127
Parking Services and Public Transportation	8881			0
Other Student Fees and Charges	8885	235,390		235,390
Other Local Revenues	8890	91,140	79,146	170,286
Total Local Revenues	8800	8,222,412	243,258	8,465,670
Total Revenues		28,845,042	13,523,020	42,368,062

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Other Financing Sources	8900			
Proceeds of General Fixed Assets	8910	127		127
Proceeds of Long-Term Debt	8940			0
Incoming Transfers – (8970/8981/8982/8983)	898#	(413,457)		(413,457)
Total Other Financing Sources	8900	(413,330)	0	(413,330)
Total Revenues and Other Financing Sources		28,431,712	13,523,020	41,954,732

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natual Resources	0100						0
Architecture and Environmental Design	0200						0
Environmental Sciences and Technologies	0300						0
Biological Sciences	0400	834,896	59,612	29,877	2,614		926,999
Business and Management	0500	417,981	10,613	159			428,753
Communications	0600	32,419	7,352				39,771
Computer and Information Science	0700	88,599	27,645				116,244
Education	0800	717,881	493,483	6,054			1,217,418
Engineering and Related Industrial Technology	0900	259,882	3,477	1,471,792			1,735,151
Fine and Applied Arts	1000	281,932	13,259	4,064			299,255
Foreign language	1100	274,398	44	929	93		275,464
Health	1200	737,324	294,851	69,253	26,793		1,128,221
Consumer Education And Home Economics	1300	395,875	22,666	9,202			427,743
Law	1400						0
Humanities(Letters)	1500	1,437,710	33,372	3,283	4,423		1,478,788
Library Science	1600	78,666	97,822				176,488
Mathematics	1700	1,447,028	62,789	8,672	3,040		1,521,529
Military Studies	1800						0
Physical Sciences	1900	535,584	103	29,161			564,848
Psychology	2000	511,611	27,727	4,001	2,692		546,031
Public Affairs and Services	2100	231,484	12	3,274	433		235,203
Social Sciences	2200	673,512	59,338	591			733,441
Commercial Services	3000						0
Interdisciplinary Studies	4900	1,467,564	663,689	41,348	1,361		2,173,962
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	242,150					242,150
Sub-Total Instructional Activites		10,666,496	1,877,854	1,681,660	41,449		14,267,459
Total Expenditures for GF Activities*		10,861,987	14,246,382	4,633,306	728,106	11,335,775	41,805,556

*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		795,987	110,795	3,222		910,004
Course and Curriculum Development	6020		182,935	27,988	7,117		218,040
Academic / Faculty Senate	6030			4,572			4,572
Other Instructional Administration & Governance	6090						0
Total Instructional Admin. & Governance		0	978,922	143,355	10,339	0	1,132,616
Instructional Support Services	6100						
Learning Center	6110	136,193	533				136,726
Library	6120		263,037	64,034	26,680		353,751
Media	6130			111			111
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190		45,556	12,519	13,129		71,204
Total Instructional Support Services		136,193	309,126	76,664	39,809	0	561,792
Admissions and Records	6200		312,805	68,662	1,206		382,673
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		442,228	22,869	1,755		466,852
Matriculation and Student Assessment	6320		995,454	33,641			1,029,095
Transfer Programs	6330		77,269	2,527			79,796
Career Guidance	6340						0
Other Student Counseling and Guidance	6390		45,854	26,201			72,055
Total Student Counseling and Guidance		0	1,560,805	85,238	1,755	0	1,647,798

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420		453,643	7,057			460,700
Extended Opportunity Programs and Services (EOPS)	6430		412,834	19,835	364		433,033
Health Services	6440		22,993		495		23,488
Student Personnel Administration	6450		182,895	21,526			204,421
Financial Aid Administration	6460		482,071	223,129	8,891		714,091
Job Placement Services	6470		184,797				184,797
Veterans Services	6480		27,809				27,809
Miscellaneous Student Services	6490		930,749	46,738	15,906		993,393
Total Other Student Services		0	2,697,791	318,285	25,656	0	3,041,732
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		507,280	130,009	172,390		809,679
Custodial Services	6530		327,551	26,262	626		354,439
Grounds Maintenance and Repairs	6550		69,038	15,198	508		84,744
Utilities	6570			496,577			496,577
Other Operations and Maintenance of Plant	6590						0
Total Operation and Maintenance of Plant	6500	0	903,869	668,046	173,524	0	1,745,439
Planning, Policymaking and Coordinations	6600		531,276	239,640	4,879		775,795

* California Work Opportunity and Responsibility to Kids (CalWORKs).

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710						0
Fiscal Operations	6720		851,260	225,849	3,702		1,080,811
Human Resources Management	6730		480,384	132,630	8,673		621,687
Noninstruct Staff Retirees' Benefits & Retirement *	6740		946,289				946,289
Staff Development	6750						0
Staff Diversity	6760						0
Logistical Services	6770			228,874	14,068		242,942
Management Information Systems	6780		1,075,989	310,372	92,627		1,478,988
Other General Institutional Support Services	6790	59,298	400,530	1,281			461,109
Total General Institutional Support Services	6700	59,298	3,754,452	899,006	119,070	0	4,831,826
Community Services & Economic Development	6800						
Community Recreation	6810			6,324			6,324
Community Service Classes	6820						0
Community Use of Facilities	6830						0
Economic Development	6840		29,540				29,540
Other Community Services & Economic Development	6890		112,594	130,834			243,428
Total Community Services	6800	0	142,134	137,158	0	0	279,292

* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910		25,747	911			26,658
Child Development Centers	6920		3,986	5,555	33,466		43,007
Farm Operations	6930						0
Food Services	6940		27,570				27,570
Parking	6950		16,294				16,294
Student and Co-Curricular Activities	6960		388,306	230,868	100,174		719,348
Student Housing	6970		242,019	2,858	337		245,214
Other Ancillary Services	6990		22,155	4			22,159
Total Ancillary Services	6900	0	726,077	240,196	133,977	0	1,100,250
Auxiliary Operations	7000						
Contract Education	7010						0
Other Auxiliary Operations	7090		219,835	16,676	99,418	76,710	412,639
Total Auxiliary Operations	7000	0	219,835	16,676	99,418	76,710	412,639

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Physical Property and Related Acquisitions	7100		231,436	58,720	77,024		367,180
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
Total Long-Term Debt and Other Financing	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					3,572,642	3,572,642
Student Aid	7320					7,664,794	7,664,794
Other Outgo	7390					21,629	21,629
Total Transfers, Student Aid and Other Outgo	7300	0	0	0	0	11,259,065	11,259,065
Sub-Total Non-Instructional Activities		195,491	12,368,528	2,951,646	686,657	11,335,775	27,538,097
Total Expenditures General Fund: activities *		10,861,987	14,246,382	4,633,306	728,106	11,335,775	41,805,556

* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

DISTRICT NAME: WEST KERN

I.	2019-2020 Appropriations Limit:			
A.	2018-2019 Appropriations Limit:			\$50,052,366
B.	2019-2020 Price Factor:	1.0385		
C.	Population factor:			
	1. 2017-2018 Second Period Actual FTES	2,830.11		
	2. 2018-2019 Second Period Actual FTES	2,909.06		
	3. 2018-2019 Population change factor (C2/C1)	1.0279		
D.	2018-2019 Limit adjusted by inflation and population factors (A * B * C.3)			\$53,429,607
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$53,429,607
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2019-2020 Appropriations Limit (D + E.3 - F.3)			\$53,429,607
II.	2019-2020 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			19,726,315
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			0
C.	Local Property taxes			6,674,467
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			0
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			0
H.	2019-2020 Appropriations Subject to Limit			\$26,400,782

For Actual Year: 2018-2019

Budget Year: 2019-2020

General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100			6,559,436	410,498	6,559,436	410,498
State Revenues	8600	20,622,630	20,536,300	6,720,326	5,653,916	27,342,956	26,190,216
Local Revenues	8800	8,222,412	8,044,411	243,258	270,871	8,465,670	8,315,282
Total Revenues		28,845,042	28,580,711	13,523,020	6,335,285	42,368,062	34,915,996
EXPENDITURES:							
Academic Salaries	1000	8,804,064	9,789,915	1,653,753	1,667,748	10,457,817	11,457,663
Classified Salaries	2000	4,559,880	5,637,172	1,026,705	1,000,405	5,586,585	6,637,577
Employee Benefits	3000	7,847,803	7,513,782	1,216,164	1,139,374	9,063,967	8,653,156
Supplies and Materials	4000	295,099	487,096	237,975	166,263	533,074	653,359
Other Operating Expenses and Services	5000	3,570,128	4,416,483	530,104	861,602	4,100,232	5,278,085
Capital Outlay	6000	541,240	209,208	186,866	285,904	728,106	495,112
Total Expenditures		25,618,214	28,053,656	4,851,567	5,121,296	30,469,781	33,174,952
Excess /(Deficiency) of Revenues over Expenditures		3,226,828	527,055	8,671,453	1,213,989	11,898,281	1,741,044
Other Financing Sources	8900	-413,330			836,764	(413,330)	836,764
Other Outgo	7000	2,813,500	527,056	8,522,275	2,050,754	11,335,775	2,577,810
Net Increase/(Decrease) in Fund Balance		(2)	(1)	149,178	(1)	149,176	(2)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	8,531,261	7,493,184	1,209,579	1,351,922	9,740,840	8,845,106
Prior Years Adjustments	9020	(1,038,075)		(6,835)		(1,044,910)	
Adjusted Beginning Balance	9030	7,493,186		1,202,744		8,695,930	
Ending Fund Balance, June 30		7,493,184	7,493,183	1,351,922	1,351,921	8,845,106	8,845,104

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21 BOND INTEREST AND REDEMPTION FUND		Fund: 22 REVENUE BOND INTEREST AND REDEMPTION FUND		Fund: 29 OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
		REVENUES:					
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					276,845	1,000
Total Revenues		0	0	0	0	276,845	1,000
Other Financing Sources	8900						
Interfund Transfers In	8981					218,000	
Other Incoming Transfers	8983	848,671				1,260,000	
Total Other Financing Sources		848,671	0	0	0	1,478,000	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	2,581,624				1,000,000	1,891,152
Debt Interest and Other Service Charges	7120					891,152	
Transfers Outgoing	7300 & 7400					348	
Reserve for Contingencies	7900						
Total Other Outgo	7000	2,581,624	0	0	0	1,891,500	1,891,152
Net Other Financing Sources / (Other Outgo)	8900 & 7000	(1,732,953)	0	0	0	(413,500)	(1,891,152)
Net Increase/Decrease in Fund Balance		(1,732,953)	0	0	0	(136,655)	(1,890,152)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	4,158,121	2,425,168		0	13,044,381	13,008,062
Prior Years Adjustments	9020					100,336	
Adjusted Beginning Balance	9030	4,158,121			0	13,144,717	
Ending Fund Balance, June 30		2,425,168	2,425,168	0	0	13,008,062	11,117,910

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						172,656
State Revenues	8600	4,991		7,467		1,898,246	1,820,507
Local Revenues	8800	1,095,452	1,177,092	623,622	712,067	28,033	
Total Income		1,100,443	1,177,092	631,089	712,067	1,926,279	1,993,163
Expenditures							
Academic Salaries	1000	9,717	10,053	9,717	10,053	40,067	35,971
Classified Salaries	2000	199,984	201,518	342,822	384,156	1,061,554	1,005,014
Employee Benefits	3000	99,551	99,556	191,492	214,932	550,575	591,141
Supplies and Materials	4000	565,432	626,175	404,011	481,200	140,363	176,256
Other Operating Expenses and Services	5000	202,201	172,790	13,722	15,726	97,432	173,380
Capital Outlay	6000	171	1,007,000	677	5,000		
Total Expenditures		1,077,056	2,117,092	962,441	1,111,067	1,889,991	1,981,762
Excess /(Deficiency) of Revenues over Expenditures		23,387	(940,000)	(331,352)	(399,000)	36,288	11,401
Other Financing Sources	8900			327,919	399,000		
Other Outgo	7000	45,835	60,000			31,552	11,401
Net Increase/(Decrease) in Fund Balance		(22,448)	(1,000,000)	(3,433)	0	4,736	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	1,819,452	1,879,485	154,532	403,483	0	366,145
Prior Years Adjustments	9020	82,481		252,384		361,409	
Adjusted Beginning Balance	9030	1,901,933		406,916		361,409	
Ending Fund Balance, June 30		1,879,485	879,485	403,483	403,483	366,145	366,145

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Special Revenue Funds

Description	Object Code	FUND: 34		FUND 35		FUND 39	
		FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600			1,986		1,756,592	1,749,882
Local Revenues	8800			341,918	402,919	365,120	417,785
Total Income		0	0	343,904	402,919	2,121,712	2,167,667
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000			114,570	91,163	1,266,640	1,325,453
Employee Benefits	3000			53,862	52,220	560,195	548,348
Supplies and Materials	4000			12,655	28,515	27,245	28,000
Other Operating Expenses and Services	5000			72,861	107,133	235,666	264,366
Capital Outlay	6000			9,319	849,293	554	1,500
Total Expenditures		0	0	263,267	1,128,324	2,090,300	2,167,667
Excess /(Deficiency) of Revenues over Expenditures		0	0	80,637	(725,405)	31,412	0
Other Financing Sources	8900					2,188,165	
Other Outgo	7000			76,643	89,595	133,357	
Net Increase/(Decrease) in Fund Balance		0	0	3,994	(815,000)	2,086,220	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0	645,666	991,707	(2,309,031)	0
Prior Years Adjustments	9020			342,047		222,811	
Adjusted Beginning Balance	9030	0		987,713		(2,086,220)	
Ending Fund Balance, June 30		0	0	991,707	176,707	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600			172	172		
Local Revenues	8800	26,263		96,357			
Total Income		26,263	0	96,529	172	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000			9,900			
Employee Benefits	3000			1,030			
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	123,997	1	378,157			
Capital Outlay	6000			18,961			
Total Expenditures		123,997	1	408,048	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		(97,734)	(1)	(311,519)	172	0	0
Other Financing Sources	8900						
Other Outgo	7000			(3,607)			
Net Increase/(Decrease) in Fund Balance		(97,734)	(1)	(307,912)	172	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	440,438	513,339	4,824,318	4,696,610		0
Prior Years Adustments	9020	170,635		180,204			
Adjusted Beginning Balance	9030	611,073		5,004,522		0	
Ending Fund Balance, June 30		513,339	513,338	4,696,610	4,696,782	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Enterprise Funds

Description	Object Code	FUND: 51		FUND 52		FUND 53	
		BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0	0	0	0	0
Cost of Sales	5890						
Gross Profit or Loss		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Net Profit or Loss		0	0	0	0	0	0
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Enterprise Funds

Description	Object Code	FUND: 59					
		OTHER ENTERPRISE FUND					
		Actual	Budget				
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0				
Cost of Sales	5890						
Gross Profit or Loss		0	0				
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0				
Net Profit or Loss		0	0				
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0				
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
Ending Fund Balance, June 30		0	0				

For Actual Year: 2018-2019

Budget Year: 2019-2020

Internal Service Funds

Description	Object Code	FUND: 61		FUND 69			
		SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0	0	0		
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0		
Net Profit or Loss		0	0	0	0		
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0		
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0			
Ending Fund Balance, June 30		0	0	0	0		

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object Code	FUND: 71		FUND 72		FUND 73	
		ASSOCIATED STUDENTS TRUST FUND		REPRESENTATION FEE TRUST FUND		BODY CENTER FEE TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	267,517	1				
Total Income		267,517	1	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	214,431	1				
Capital Outlay	6000						
Total Expenditures		214,431	1	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		53,086	0	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		53,086	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	161,995	215,081		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	161,995		0		0	
Ending Fund Balance, June 30		215,081	215,081	0	0	0	0

CALIFORNIA COMMUNITY COLLEGES

Fiduciary Funds Group

Annual Financial and Budget Report

70 Fiduciary Funds Group -- Part 2

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object Code	FUND: 74		FUND 75		FUND 76	
		FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
Total Income		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		0	0	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

690 WEST KERN

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object Code	FUND: 77		FUND 79	
		DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
REVENUES:					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800				
Total Income		0	0	0	0
Expenditures					
Academic Salaries	1000				
Classified Salaries	2000				
Employee Benefits	3000				
Supplies and Materials	4000				
Other Operating Expenses and Services	5000				
Capital Outlay	6000				
Total Expenditures		0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		0	0	0	0
Other Financing Sources	8900				
Other Outgo	7000			873,575	
Net Increase/(Decrease) in Fund Balance		0	0	(873,575)	0
Begining Fund Balance:					
Net Beginning Balance, July 1	9010		0	2,927,206	2,053,631
Prior Years Adustments	9020				
Adjusted Beginning Balance	9030	0		2,927,206	
Ending Fund Balance, June 30		0	0	2,053,631	2,053,631

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
29	OTHER DEBT SERVICE FUND	11	UNRESTRICTED SUBFUND	8,000
32	CAFETERIA FUND	11	UNRESTRICTED SUBFUND	327,919
39	OTHER SPECIAL REVENUE FUND	11	UNRESTRICTED SUBFUND	2,188,165
29	OTHER DEBT SERVICE FUND	35	REVENUE BOND PROJECT FUND	76,643
29	OTHER DEBT SERVICE FUND	39	OTHER SPECIAL REVENUE FUND	133,357
11	UNRESTRICTED SUBFUND	79	OTHER TRUST FUNDS	873,575

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

Receipt and Expenditures of Lottery Proceeds
Lottery Actual Report
L10 GENERAL FUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010						
Adjustments	9020						
Adjusted Beginning Balance	9030		0			0	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		215,506			202,522	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000	215,506			215,506		215,506
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials							
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0	27,017	27,017
Instructional Supplies & Materials	4300				0	88,910	88,910
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	115,927	115,927
Other Operating Expenses and Services	5000				0	68,512	68,512
Capital Outlay							
Library Books	6300				0	18,083	18,083
Equipment	6400				0		0
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	18,083	18,083
Other Outgo	7000				0		0
Total Expenditures		215,506	0	0	215,506	202,522	418,028
Ending Balance					0	0	0

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

Receipt and Expenditures of Lottery Proceeds
Lottery Budget Report
L10 GENERAL FUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010						
Adjustments	9020						
Adjusted Beginning Balance	9030			0		0	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681			428,623		137,769	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000	428,623			428,623		428,623
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials	4000						
Software	4100				0	17,250	17,250
Books, Magazines, & Periodicals	4200				0	4,000	4,000
Instructional Supplies & Materials	4300				0	1,769	1,769
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	23,019	23,019
Other Operating Expenses and Services	5000				0	92,050	92,050
Capital Outlay	6000						
Library Books	6300				0	22,700	22,700
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	22,700	22,700
Other Outgo	7000				0		0
Total Expenditures		428,623	0	0	428,623	137,769	566,392
Ending Balance					0	0	

Annual Financial and Budget Report

For Actual Year: 2018-2019

District ID: 690

Name: WEST KERN

EPA Revenue	2,751,455
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	2,786,867	0	0	2,786,867
TOTAL		2,786,867	0	0	2,786,867

CALIFORNIA COMMUNITY COLLEGES

Pension Costs

Annual Financial and Budget Report

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 690

Name: WEST KERN

Fiscal Year	STRS	PERS	Total	Increase	
	Amount	Amount		Amount	Rate
2015-16	922,149	917,547	1,839,696	N/A	N/A
2016-17	1,176,351	1,103,732	2,280,083	440,387	23.94%
2017-18	1,296,544	1,174,527	2,471,071	190,988	8.38%
2018-19	1,490,793	1,398,497	2,889,290	418,219	16.92%
2019-20	1,937,854	1,844,963	3,782,817	893,527	30.93%
2020-21	2,153,738	2,229,841	4,383,579	600,762	15.88%

Does the district have a plan to fund these expenses through 2020-21?

Yes

Explain Yes or No

The District continues to weigh options regarding changes to current benefits in order to make available additional funds which may be necessary to pay the operating expenses of STRS & PERS.

Date: October 16, 2019
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item

BW

Board Meeting Date: November 13, 2019

Title of Board Item:

WKCCD Budget Development Calendar for Fiscal Year 2019-20

Background:

Please find attached a draft of the Budget Development Calendar for FY 2019-20. This calendar creates a realistic timeline for development of the 2020-2021 budget and provides opportunity for campus constituencies to participate in the process.

Terms (if applicable):

Fiscal Year July 1, 2020 – June 31, 2021.

Expense (if applicable):

Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

Not applicable.

Approved:  10/22/15
Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
BUDGET DEVELOPMENT CALENDAR
FISCAL YEAR 2020-2021**

<u>Month</u>	<u>Date</u>	<u>Description</u>
November		Governance Council reviews proposed annual budget calendar.
November	11/13/19	Budget calendar is submitted to Board of Trustees as an information item.
January		Superintendent/President evaluates Faculty position request based on recommendations.
January		Governor of California releases proposed Budget for FY 2020-21.
January	1/15/20	Fall semester Apportionment Attendance Report submitted with census information. Use results for enrollment planning.
February		Governance Council, Academic Senate and Classified unit rank resource requests from program reviews.
February		Preliminary revenue assumptions established and shared with Governance Council.
February		Preliminary budget allocations submitted to Vice Presidents. All labor assumptions are finalized for next fiscal year.
February		Budget manager's work with faculty and staff to identify budget needs and priorities based on program review and resource allocation ranking process.
February		Budget Committee identifies possible funding sources for resource allocation.
February	2/21/20	HR distributes step and column for all employees to budget managers.
March	3/13/20	Budget augmentation requests, reductions and adjustments are due to Vice Presidents from budget managers.
March	3/27/20	Vice Presidents submit budget augmentation requests, reductions and adjustments to President and Business Office.
April	4/17/20	Spring semester Apportionment Attendance Report (Second period Apportionment Attendance Report CCCFS-320) submitted with census information.
May	5/1/20	HR provides Statutory costs and Health costs to budget managers.
May	5/15/20	Governor releases May revise. Budget assumptions and preliminary revenue allocations revised as necessary and communicated to Governance Council.
May	5/22/20	Budget assumptions and preliminary revenue allocations revised as necessary, per the May 15 Revised State Budget, and communicated to Governance Council.
May		Superintendent/President reviews resource requests and includes funded requests for tentative budget.
June	6/10/20	Tentative Budget presented to WKCCD Board of Trustees.
June	6/26/20	Chancellor's Office releases Second Principal Apportionment. Budget assumptions and preliminary revenue allocations revised as necessary.
September		Communicate resource requests funded from prior year
September	9/9/20	Public Hearing/Adoption of Final Budget.
September		Budget Committee and Governance Council reviews Final Budget.

Date: October 17, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: November 13, 2019

Title of Board Item:

Department of Education Agreement California State Preschool Program, Contract#CSPP-9133, Amendment 1

Background:

The agreement updates the maximum reimbursable amount from \$806,433 to \$832,645 and the maximum rate per child per day from \$48.28 to \$49.85. This is an increase in funding for the District.

Terms (if applicable):

July 1, 2019 – June 30, 2020


Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

Amendment 01

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9133

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 15-6386-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9133 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$806,433.00 and inserting \$832,645.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$48.28 and inserting \$49.85 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 16,703.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 246. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 26,212	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 806,433	(OPTIONAL USE) 0656 23038-6386	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 832,645	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			FISCAL YEAR 2019-2020	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			



BOARD AGENDA ITEM

Date: October 17, 2019
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: November 13, 2019

Title of Board Item:

Department of Education Agreement General Child Care and Development Programs,
Contract#CCTR-9056, Amendment 1

Background:

The agreement updates the maximum reimbursable amount from \$709,075 to \$835,449 and the maximum rate per child per day from \$47.98 to \$49.54. This is an increase in funding for the District.

Terms (if applicable):

July 1, 2019 - June 30, 2020

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: _____


Dr. Debra Daniels, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

Amendment 01

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate

CONTRACT NUMBER: CCTR-9056

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 15-6386-00-9

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CCTR-9056 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$709,075.00 and inserting \$835,449.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$47.98 and inserting \$49.54 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 14,780.0 and inserting 16,864.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 126,374	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 709,075	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 835,449	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			
Department of General Services use only					

CONTRACTOR'S NAME: WEST KERN COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-9056

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 148,570	(OPTIONAL USE)0656 13609-6386	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 148,570	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 68,296	(OPTIONAL USE)0656 15136-6386	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 68,296	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 126,374	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 492,209	(OPTIONAL USE)0656 23254-6386			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 618,583	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO. DATE	B.R. NO.
--	------------------------	----------

Date: November 5, 2019
Submitted by: Brock McMurray, EVP of Administrative Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

BL

Board Meeting Date: November 13, 2019

Title of Board Item:

Request to Award Anatomy Equipment Bid

Background:

Taft College has a need to outfit an additional instructional space with anatomy equipment to hold additional sections. Because the amount of the proposed purchase exceeds the current bid minimum under the Public Contract Code, the District engaged in the bidding process pursuant to AP 6340 Bids and Contracts.

A total of six (6) bids were received, and the bid results are attached. We recommend that the District award this Anatomy Equipment Bid to the lowest responsible bidder, GTSimulators by Global Technologies, for the bid of \$102,711.18.

Terms (if applicable):


Please see attached bid proposal from GTSimulators.

Expense (if applicable):

The Taft College Foundation has secured funding for this purchase and will reimburse the district once payment has been made by the District.

Fiscal Impact Including Source of Funds (if applicable):

The Taft College Foundation has secured funding for this purchase and will reimburse the district once payment has been made by the District.

Approved: 

Dr. Debra Daniels, Superintendent/President



BID / PROPOSAL TABULATION

Bid Name: Anatomy Equipment Bid

Job Walk: N/A

Project No: N/A

Bids Rcvd: Taft College Administrative Services

Owner: West Kern CCD / Taft College

Bids Due: 31-Oct-19

Date of Bid: 15-Oct-19

Contractor	Total Bid	Remarks
Holt Anatomical	\$ 105,100.71	
GT Simulators	\$ 102,711.18	
Kilgore International	\$ 139,167.60	Partial
Carolina Biological Supply Company	\$ 158,015.44	
Biomedical Models LLC	\$ 113,350.21	Substitutions
Bio Corporation	\$ 9,220.29	Partial

BID RESPONSE COVER SHEET
This Sheet Must Be Submitted With Bid

PROPOSAL SUBMISSION DUE DATE AND TIME: October 31, 2019 AT 3:00 PM (PST)
 Electronic and faxed responses will not be accepted.

RFB #WKCCD 1920-102 ANATOMY EQUIPMENT

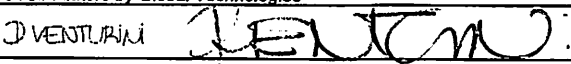
Please bid your lowest prices for the equipment listed in Exhibit A. Before preparing your Bid, read thoroughly and acquaint yourself with the Bid Documents and forms of this RFB.

A complete Bid will be submitted in the following sequence pursuant to the "Bid Instructions" section of this RFB and shall include, but not be limited to, the following completed documents:

1. Bid Response Cover Sheet
2. Bid Form
3. Exhibit B: Price Listing for Equipment Requested
4. Proposal Forms:
 - > Vendor Information and Signatory Page
 - > Contract Terms and Conditions
 - > Additions, Deletions, and/or Exceptions
 - > Certifications and Affidavits

Upon award of contract, awarded Vendors must sign District's Purchase Contract, see sample provided in the Sample Award section of this RFB.

For further information, contact the Office of Business Services at cbelcher@taftcollege.edu.

I, the undersigned, hereby propose and agree to furnish and deliver goods and / or services in accordance with the Terms and Conditions, Bid Documents, and forms of this RFB. I have reviewed all the requirements to provide the Work set forth in the RFB, including, but not limited to, District's requirements and Bid documents and hereby represent and warrant that Vendor has the capacity and ability to provide all Service required by RFB.			
I, the undersigned, certify I am thoroughly familiar with the contents of this RFB and am authorized to represent the Bidding Vendor.			
Vendor Name	GTSimulators by Global Technologies		
Authorized Signature		Date	10/21/2019
Print Name	DANILO VENTURINI	Print Title	CEO

BID FORM

TO: THE GOVERNING BOARD OF WEST KERN COMMUNITY COLLEGE DISTRICT

FROM: (Vendor's Name) GTSimulators by Global Technologies

The undersigned, having carefully examined all Request for Bids ("RFB") Documents, including but not limited to the Bid Instructions, Bid Forms, all Terms and Conditions and Sample Agreement for:

RFB #WKCCD 1920-10 ANATOMY EQUIPMENT

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Bid Documents including, if applicable, equipment or services specified in the following addenda, and/or amendments if applicable:

Addendum # _____, dated _____ Addendum # _____, dated _____

Addendum # _____, dated _____ Addendum # _____, dated _____

Amendment # _____, dated _____ Amendment # _____, dated _____

Vendor acknowledges the selection of Vendor rests with District. After submission and evaluation of Bids, District reserves the right to invite participating Vendors to discuss the Bid options and to clarify and agree upon mutual issues.

It is understood that this Bid shall remain open and not be withdrawn for the period specified in the RFB.

The required Bid security is hereto attached, if applicable.

Non-Collusion – by signing and submitting this Bid Form, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Bid price nor the approximate amount of the Bid has been disclosed to other Vendors or potential Vendors. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Bid or to submit any complementary Bid on the proposed Contract and that this Bid is made in good faith.

The undersigned fully understands that a purchase contract is formed upon the acceptance of this Bid by District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to District a written memorial of the purchase contract together with Performance Bond, if applicable, and other required documents.

IMPORTANT NOTICE: If Vendor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of Vendor, also names of all individual co-partners composing Vendor; if Vendor or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of FLORIDA and that DANILO VENTURINI, whose title is CEO, is authorized to act for and bind the corporation.

It is understood and agreed that, should Vendor fail or refuse to return executed copies of the Agreement, required Bond(s) and other documents and certifications to District within ten (10) days of actual notice of the Award of the Contract to Vendor, then the security, if applicable, may be forfeited to District as liquidated damages.

- A. In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents for the sum of:

ONE HUNDRED AND TWO THOUSAND SEVEN HUNDRED AND ELEVEN DOLLARS AND EIGHTEEN CENTS dollars.

[written in words]

\$ 102,711.18

[written in numbers]

- B. The Bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.
- C. This entire bid shall remain open and active for 60 days after bid opening.
- D. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to District the Purchase Contract and will also furnish and deliver to District any required bonds specified, certificates of insurance, and other required documents.
- E. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

Name of Vendor: GTSimulators by Global Technologies

Organization Type (check one): Corporation Partnership Sole Proprietor Other:

Authorized Signature D VENTURINI 

Print Name DANILO VENTURINI

Print Title CEO

Date 10/21/2019

Vendor Address: 10388 W. State Road 84, Suite 111

City, State, Zip: Davie, FL 33324

Telephone 954 370 7101 Fax 954 252 2181

Email Address SALES@GTSIMULATORS.COM

If Vendor is a corporation, affix corporate seal:

EXHIBIT B
PRICE LIST OF EQUIPMENT

Model	Item Number	Number of Models needed	Cost per model	Total cost
Somso Block Model of Section of Skin	KS 3	1	529.00	529.00
Somso Hinged Human Skin Model	KS 1	5	518.00	2,590.00
Somso Kidney, Nephron and Glomerulus	LS 9	5	470.00	2,350.00
3B Human Knee Joint	3B78	2	81.00	162.00
Somso Artificial Human Skull	QS 7	6	152.00	912.00
Somso Artificial Skull of the Fetus	QS 3/3	6	59.00	354.00
3B Disarticulated Human Skeleton Complete Disarticulated	3B3	6	377.00	2,262.00
Somso Skeleton of the Lower Extremity with Pelvis	QS 13	6	146.00	876.00
Somso Skeleton of the Arm with Shoulder Girdle	QS 14	6	129.00	774.00
3B Functional Shoulder	3B74	3	81.00	243.00
3B Functional Hip Joint	3B76	1	81.00	81.00
Somso Artificial Human Skeleton	QS 10/E	3	825.00	2,475.00
3B Female Pelvic Skeleton	3B54	1	61.00	61.00
3B Male Pelvic Skeleton	3B53	1	63.00	63.00
Somso Artificial Human Skeleton	QS 10/9	1	1,876.00	1,876.00
Somso Case with Colleciton Vertebrae and Spinal Cord	QS 54	6	152.00	912.00
Somso Construction of Bone	QS 61	1	401.00	401.00
Denoyer-Geppert Sarcomere	DG68	1	902.00	902.00
Somso Human Torso Model with Head and Open Back	AS 23/2	6	4,017.00	24,102.00
Somso Human Muscular Male Model	AS -3	5	976.00	4,880.00
Somso Model of the Head	BS 17	1	352.00	352.00
Somso Muscles of the Arm with shoulder girdle	NS 15	6	1,461.00	8,766.00

Model (continued)	Item Number	Number of Models needed	Cost per model	Total cost
Somso Muscles of the Leg with Base of Pelvis	NS 10	6	1,619.00	9,714.00
Somso Brain	BS 22	5	291.00	1,455.00
Somso Ventricular Cavities of the Brain	BS 24	1	66.00	66.00
Somso Human Spinal Cord Models Set	BS 32/37	7	192.00	1,344.00
Somso Fifth Cervical Vertebra	BS 30	1	259.00	259.00
Somso Model of a Synapse	BS 35/3	1	259.00	259.00
Somso Transversely Striated Muscular Fibre W/Motor End Plate	BS 36	1	456.00	456.00
Somso Median Section of the Head	BS 6/1	6	186.00	1,116.00
Somso Eyeball	CS 5	7	203.00	1,421.00
Somso Molar Tooth with Caries	ES 8	3	180.00	540.00
Somso Ear	DS 3	6	280.00	1,680.00
Somso 2-part Human Heart Model	HS 4	6	345.00	2,070.00
Somso Lobule of the Lung	HS 23/1	1	632.00	632.00
Somso Bronchial Tree	GS 4/3	6	218.00	1,308.00
Somso Human Larynx Model	GS 10	1	497.00	497.00
Somso Human Digestive Tract Model	JS 2/1	6	587.00	3,522.00
Somso Human Circulatory System	HS 10	5	588.00	2,940.00
Somso Human Thoracic Organ Model	HS 7	5	759.00	3,795.00
Somso Median Section of the Male Pelvis	MS 2	5	536.00	2,680.00
Somso Median Section of the Female Pelvis Female	MS 1	4	414.00	1,656.00
Somso Right Kidney and Adrenal Gland	LS 1	1	172.00	172.00
Somso Pelvis with Uterus in Ninth Month of Pregnancy	MS 13	1	636.00	636.00
Somso Human Nervous System	BS 31	1	1,150.00	1,150.00
Somso Functional Model of the Knee Joint	NS 50	3	159.00	477.00

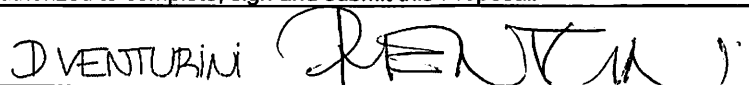
Total \$95,768.00

VENDOR INFORMATION AND SIGNATORY PAGE

LEGAL ENTITY TO WHICH PURCHASE TO BE AWARDED IF YOU ARE THE AWARDED VENDOR		
BUSINESS NAME	Parisi & Venturini Corp. DBA GTSimulators by Global Technologies	
BUSINESS ADDRESS	10388 W. State Road 84, Suite 111	
CITY, STATE, ZIP	Davie, FL 33324	
TELEPHONE NUMBER	954 370 7101	
TYPE OF BUSINESS	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER:	
BUSINESS TAX ID #	65-0388540	
BUSINESS LICENSE	Issuing City, St DAVIE, FL	License Number: 42240
# OF YEARS IN BUSINESS	26	
HAS BUSINESS CHANGED NAMES IN PAST 3 YEARS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, PROVIDE FORMER NAME(S): GLOBAL TECHNOLOGIES	
BUSINESS OWNER CONTACT INFORMATION		
OWNER NAME	DANILO VENTURINI	
	Telephone # 954 370 7101	Email Address DANV@GTSIMULATORS.COM
PRIMARY CONTACT INFORMATION, if different than above		
CONTACT NAME	ADAM ANTUNES	
CONTACT TITLE	SALES MANAGER	
ADDRESS	10388 W. State Road 84, Suite 111	
CITY STATE, ZIP	Davie, FL 33324	
	Telephone # 954 370 7101	Email Address ADAM@GTSIMULATORS.COM
TECHNICAL SUPPORT CONTACT INFORMATION		
CONTACT INFORMATION	Telephone # 954 370 7101	Email Address SALES@GTSIMULATORS.COM

DO NOT TAMPER WITH NOR ALTER ANY OF THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL DOCUMENTS.

The above business, contact and technical information is true and correct. Further, I have read and understand that there can be no tampering with, or altering of, the Proposal documents. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.

Signature		
Print Name	DANILO VENTURINI	Print Title CEO
Telephone #	954 370 7101	Email Address DANV@GTSIMULATORS.COM

CONTRACT TERMS AND CONDITIONS

Each Vendor must state below whether it accepts the attached standard form of District agreement ("Agreement"). Any exceptions must be included, if at all, with Vendor's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Vendor's Proposal or disqualification.

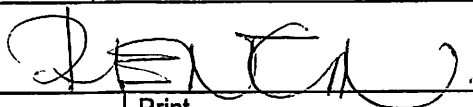
Initial the Appropriate Choice, below:

Vendor accepts the form of Agreement without exception.

OR

Vendor proposes exceptions/modifications to the form of Agreement. If this choice is selected, Vendor shall:

1. Summarize any and all exceptions to the form of Agreement in this form, and
2. Enclose both a "red-lined" version of the Agreement, which clearly shows each proposed exception/modification, and
3. Provide a written explanation to substantiate each proposed exception/modification.

Vendor hereby agrees to the terms listed above. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.			
Signature	D VENTURINI 		
Print Name	DANILO VENTURINI	Print Title	CEO
Telephone #	954 370 7101	Email Address	DANV@GTSIMULATORS.COM

Procurement & Warehousing Services

SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Parisi & Venturini Corp. d/b/a Global Technologies

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA


FOR

CERTIFICATION

Emerging/Small/Minority/Women Business Enterprise(E/S/M/WBE)

Hispanic-American

ON THIS DAY **July 9, 2018**



Mary Catherine Coker

Director, Procurement & Warehousing Services



Certification #: **3330-00276 08**

Expiration Date: **7/8/2020**



CHECK appropriate box:

<input checked="" type="checkbox"/>	No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.
-------------------------------------	---

<input type="checkbox"/>	Attached is a Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.
--------------------------	---

<input type="checkbox"/>	Not Applicable – Proposal is not \$100,000 or more.
--------------------------	---

CERTIFICATION AND AFFIDAVITS SECTION – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Vendor is in compliance with each and every one of the above as required. Further, Vendor declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.

Vendor's Name	GTSimulators by Global Technologies		
Authorized Signature			Date, 10/21/2019
Print Name	DANILO VENTURINI	Print Title	CEO

END CERTIFICATIONS AND AFFIDAVITS SECTION

DATE	QUOTATION #
10/24/2019	12565

10388 W State Road 84, Suite 111
Davie, FL 33324
Phone # (954) 370-7101 | Fax # (954) 252-2181

NAME / ADDRESS
TAFT COLLEGE WENDY BERRY (661) 763-7880 29 COUGAR COURT TAFT, CA 93268 WBERRY@TAFTCOLLEGE.EDU

						REP
						TF
QTY	ITEM#	DESCRIPTION	EST. SHIP.	UNIT PRICE	TOTAL	
1	KS 3	SOMSO BLOCK MODEL OF SECTION OF SKIN (Price: \$812.00)	36 WEEKS* ARO	529.00	529.00	
5	KS 1	SOMSO SECTION OF SKIN MODEL (Price: \$795.00)	36 WEEKS* ARO	518.00	2,590.00	
5	LS 9	SOMSO KIDNEY, NEPHRON AND GLOMERULUS MODEL (Price: \$722.00)	36 WEEKS* ARO	470.00	2,350.00	
2	A82	FUNCTIONAL KNEE JOINT (Price: \$99.00)		81.00	162.00	
6	QS 7	SOMSO ARTIFICIAL HUMAN SKULL MODEL (Price: \$234.00)	36 WEEKS* ARO	152.00	912.00	
6	QS 3/3	SOMSO QS 3/3 - ARTIFICIAL SKULL OF A FETUS (Price: \$92.00)	36 WEEKS* ARO	59.00	354.00	
6	A05/1	DISARTICULATED HUMAN SKELETON COMPLETE DISARTICULATED (Price: \$460.00)	IN STOCK*	377.00	2,262.00	
6	QS 13	SOMSO SKELETON OF THE LOWER EXTREMITY W/ PELVIS (Price: \$224.00)	36 WEEKS* ARO	146.00	876.00	
6	QS 14	SOMSO SKELETON OF THE ARM W/ SHOULDER GIRDLE (Price: \$199.00)	36 WEEKS* ARO	129.00	774.00	
3	A80	FUNCTIONAL SHOULDER JOINT (Price: \$99.00)	IN STOCK*	81.00	243.00	
1	A81	FUNCTIONAL HIP JOINT (Price: \$99.00)	IN STOCK*	81.00	81.00	
3	QS 10/E	SOMSO ARTIFICIAL HUMAN SKELETON (Price: \$1,265.00)	36 WEEKS* ARO	825.00	2,475.00	
1	A61	FEMALE PELVIC SKELETON (Price: \$75.00)	IN STOCK*	61.00	61.00	
1	A60	MALE PELVIC SKELETON (Price: \$77.00)	IN STOCK*	63.00	63.00	
1	QS 10/9	SOMSO ARTIFICIAL HUMAN SKELETON, MALE MODEL (Price: \$2,876.00)	36 WEEKS* ARO	1,876.00	1,876.00	
6	QS 54	CASE WITH COLLECTION VERTEBRAE AND SPINAL CORD (Price: \$234.00)	36 WEEKS* ARO	152.00	912.00	
1	QS 61	SOMSO CONSTRUCTION OF BONE (Price: \$615.00)	36 WEEKS* ARO	401.00	401.00	
1	DGAP79	COMPLETE SARCOMERE MODEL (Price: \$1,100.00)	IN STOCK*	902.00	902.00	
6	AS 23/2	SOMSO TORSO MODEL WITH HEAD AND OPEN BACK , 20-PART - ON DEMAND (Price \$6,082.00)	36 WEEKS* ARO	4,017.00	24,102.00	
5	AS 3	SOMSO MALE MUSCLE FIGURE, 1/4 NATURAL SIZE (Price: \$1,497.00)	36 WEEKS* ARO	976.00	4,880.00	
1	BS 17	SOMSO MODEL OF THE HEAD (Price: \$540.00)	IN STOCK*	352.00	352.00	
6	NS 15	SOMSO ARM MUSCLES W/ SHOULDER GIRDLE (Price: \$2,240.00)	36 WEEKS* ARO	1,461.00	8,766.00	
6	NS 10	SOMSO MUSCLES OF THE LEG WITH BASE OF PELVIS (Price: \$2,482.00)	36 WEEKS* ARO	1,619.00	9,714.00	
Parisi & Venturini Corp. DBA GTSimulators by Global Technologies - FEIN # 65-0388540			TOTAL			

Quotation

DATE	QUOTATION #
10/24/2019	12565

10388 W State Road 84, Suite 111
Davie, FL 33324
Phone # (954) 370-7101 | Fax # (954) 252-2181

NAME / ADDRESS
TAFT COLLEGE WENDY BERRY (661) 763-7880 29 COUGAR COURT TAFT, CA 93268 WBERRY@TAFTCOLLEGE.EDU

						REP
						TF
QTY	ITEM#	DESCRIPTION	EST. SHIP.	UNIT PRICE	TOTAL	
5	BS 22	SOMSO BRAIN MODEL, 4-PART (Price: \$446.00)	36 WEEKS* ARO	291.00	1,455.00	
1	BS 24	SOMSO VENTRICULAR CAVITIES OF THE BRAIN (Price: \$102.00)	IN STOCK*	66.00	66.00	
7	BS 32/37	SOMSO SPINAL CORD WITH NERVE BRANCHES (Price: \$296.00)	36 WEEKS* ARO	192.00	1,344.00	
1	BS 30	SOMSO FIFTH CERVICAL VERTEBRAE MODEL (Price: \$398.00)	IN STOCK*	259.00	259.00	
1	BS 35/3	SOMSO MODEL OF SYNAPSE (Price: \$398.00)	36 WEEKS* ARO	259.00	259.00	
1	BS 36	TRANSVERSELY STRIATED MUSCULAR FIBER WITH MOTOR END-PLATE (Price: \$700.00)	36 WEEKS* ARO	456.00	456.00	
6	BS 6/1	SOMSO MEDIAN SECTION OF THE HEAD MODEL (Price: \$286.00)	36 WEEKS* ARO	186.00	1,116.00	
7	CS 5	SOMSO EYEBALL ENLARGED APPROXIMATELY 4 TIMES (Price: \$313.00)	36 WEEKS* ARO	203.00	1,421.00	
3	ES 8	SOMSO MOLAR TOOTH WITH CARIES (Price \$278.00)	36 WEEKS* ARO	180.00	540.00	
6	DS 3	SOMSO EAR MODEL (Price: \$430.00)	36 WEEKS* ARO	280.00	1,680.00	
6	HS 4	SOMSO HEART, NATURAL SIZE MODEL (Price: \$530.00)	36 WEEKS* ARO	345.00	2,070.00	
1	HS 23/1	SOMSO LOBULE OF THE LUNG (Price: \$969.00)	36 WEEKS* ARO	632.00	632.00	
6	GS 4/3	SOMSO MODEL OF BRONCHIAL TREE (Price: \$334.00)	36 WEEKS* ARO	218.00	1,308.00	
1	GS 10	SOMSO FUNCTIONAL MODEL OF THE LARYNX (Price: \$762.00)	36 WEEKS* ARO	497.00	497.00	
6	JS 2/1	SOMSO DIGESTIVE TRACT (Price: \$901.00)	36 WEEKS* ARO	587.00	3,522.00	
5	HS 10	SOMSO CIRCULATORY SYSTEM (Price: \$902.00)	36 WEEKS* ARO	588.00	2,940.00	
5	HS 7	SOMSO LUNGS WITH HEART, DIAPHRAGM AND LARYNX (Price: \$1,164.00)	36 WEEKS* ARO	759.00	3,795.00	
5	MS 2	SOMSO MEDIAN SECTION OF THE MALE PELVIS MODEL (Price: \$822.00)	36 WEEKS* ARO	536.00	2,680.00	
4	MS 1	SOMSO MEDIAN SECTION OF THE FEMALE PELVIS (Price: \$635.00)	36 WEEKS* ARO	414.00	1,656.00	
1	LS 1	SOMSO RIGHT KIDNEY AND ADRENAL GLAND (Price: \$264.00)	IN STOCK*	172.00	172.00	
1	MS 13	SOMSO PELVIS WITH UTERUS IN NINTH MONTH OF PREGNANCY (Price: \$976.00)	36 WEEKS* ARO	636.00	636.00	
Parisi & Venturini Corp. DBA GTSimulators by Global Technologies - FEIN # 65-0388540			TOTAL			

Quotation

DATE	QUOTATION #
10/24/2019	12565

10388 W State Road 84, Suite 111
Davie, FL 33324
Phone # (954) 370-7101 | Fax # (954) 252-2181

NAME / ADDRESS
TAFT COLLEGE WENDY BERRY (661) 763-7880 29 COUGAR COURT TAFT, CA 93268 WBERRY@TAFTCOLLEGE.EDU

REP
TF

QTY	ITEM#	DESCRIPTION	EST. SHIP.	UNIT PRICE	TOTAL
1	BS 31	SOMSO SPINAL CORD IN THE SPINAL CANAL (Price: \$1,764.00)	IN STOCK*	1,150.00	1,150.00
3	NS 50	SOMSO FUNCTIONAL MODEL OF THE KNEE JOINT (Price: \$244.00)	IN STOCK*	159.00	477.00
		SUB-TOTAL			95,768.00
		SALES TAX IN CA (KERN COUNTY 7.25%)		6,943.18	6,943.18
1	S&H	FREIGHT CHARGES (A value of \$2,430.00) - FREE SHIPPING SPECIAL IF ORDER IS PLACED IN FULL		0.00	
<p>Items described as ON DEMAND (custom made) cannot be cancelled or returned after order is received and confirmed.</p> <p>*QUOTE IS VALID FOR 30 DAYS* * Product availability is subject to change until order is placed *</p> <p>** The stated prices are calculated on the basis of the requested quantities of all products mentioned and can differ if partial orders are taken** *** We are committed to providing our customers low prices. If you find a lower advertised price on an identical product, please allow us the opportunity to match that price by presenting us with the competitor's ad or official price estimate.***</p> <p>** We do accept official purchase orders with 30 days net for payment after shipping confirmation. Please mention QUOTE NUMBER on the purchase order and e-mail it to SALES@GTSIMULATORS.COM or fax it to (954) 252-2181. **</p> <p>** Thank you for your Business and please visit us online at WWW.GTSIMULATORS.COM for your Educational needs**</p>					

Parisi & Venturini Corp. DBA GTSimulators by Global Technologies - FEIN # 65-0388540	TOTAL	\$102,711.18
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**PURCHASE AGREEMENT
(Non-Public Works)**

WEST KERN COMMUNITY COLLEGE DISTRICT

ANATOMY EQUIPMENT

GTSIMULATORS

November 14, 2019

This Purchase Agreement ("Agreement") is made this **November 14, 2019**, by and between the West Kern Community College District, a California community college district and political subdivision of the State of California, ("District") and **GTSimulators**, ("Vendor"). District and Vendor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of specialized services and advice, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Purchase.** Vendor sells to District, and District purchases from Vendor, the equipment, materials, and/or supplies identified on Attachment A. In addition, Vendor shall do everything required to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required, to deliver, install, and/or assemble the items procured as required in this Purchase Contract and any specifications and other requirements issued by District in connection with this purchase. The purchase of equipment, materials, and/or supplies under this Purchase Contract, along with any associated services, shall be referred to collectively as the "Purchase."

All equipment, material, and/or supplies to be furnished, and all work to be performed, shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications of any of those which, by this reference, are made a part of this Purchase Contract.

2. **Contract Documents.** The complete contract includes all documents comprising the bid package (including but not limited to any Instructions to Bidders, Bid Forms and Exhibits, Substitution Listing, Workers' Compensation Certificate, Guarantee) and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this contract.
3. **Contract Price.** Subject to the terms and conditions of this contract, District shall pay to Vendor for all items furnished and work to be performed under this contract the total sum of \$102,711.18.
4. **Payment.**
 - A. Payment of the contract price shall be made when the product or service has been satisfactorily delivered to District and an invoice for completed services/delivery has been presented. In addition, the following terms of payment apply:
Items will be shipped / delivered as they become available, following a partial invoice for each shipment delivered.
 - B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this contract including, by way of example only, the following:
 - (1) Liquidated and other damages described in this contract.
 - (2) Defective equipment, materials, supplies, or work not remedied;
 - (3) Failure of Vendor to make proper payments to its subcontractor(s) or material men for materials or labor;

- (4) Damage to another vendor
- (5) Other damages sustained by District

5. Time for Performance. Vendor shall commence work on the Purchase on the date directed by District and shall complete the Purchase within 4 calendar days thereafter. Other delivery and/or timing issues are as follows: All SOMSO items may take approximately 52 weeks before they become available for shipment as they are handmade in Germany. Thus, the scheduled delivery time of shipment may be up to 56 weeks.
6. Submission of Bonds and Insurance Certificates. Vendor shall not commence any work on the Purchase until Vendor has submitted to District all insurance certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within 4 days following issuance of this contract by District.
7. Liquidated Damages. If all Work is not delivered in accordance with the Agreement by fault of the Vendor, it is understood that the District will suffer damages. It is agreed that Vendor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum equal to the amount of actual loss incurred by the District as a result. This amount shall be deducted from any payments due or to become due to awarded Vendor. Awarded Vendor shall be liable for the amount thereof. Time extensions may be granted by District through written notification at its sole discretion upon written request from awarded Vendor. The awarded Vendor shall not be assessed liquidated damages for any delay in delivery if such delay is caused by a failure of District.
8. Insurance. 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 Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, Taft College Foundation, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: West Kern Community College District, Administrative Services Office, 29 Cougar Court, Taft, CA 93268, before Work is to commence.

9. Performance/Payment Bonds. Payment and performance bonds are not required on this Purchase, unless required in supplementary conditions.
10. Extra Work. Vendor and District agree that changes in this Contract or in the Purchase to be made under this Contract shall become effective only when written in the form of a supplemental condition or Change Order and approved and signed by District and Vendor. Should District direct or request additional purchases or work not otherwise included within Paragraph 1 of this Contract, the cost of the additional purchases or work shall be added to the Contract Price and paid by District pursuant to this Contract. The term "cost" as used in this paragraph means the actual cost to the Vendor of the labor, equipment, materials, supplies, or subcontracts required for the additional purchase or work, increased by ten percent for Vendor overhead and profit, including increased bond costs, if applicable.
11. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, 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 and shall survive the termination of this Agreement.

12. **Termination of Contract.** Should Vendor commit any of the acts specified in this paragraph, District may, by giving seven days written notice to Vendor, without prejudice to any other rights or remedies afforded District by law or by this Contract, terminate the services of Vendor under this contract; take possession of the Purchase and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Purchase by whatever method District may deem expedient. Vendor shall be deemed to have committed an act specified in this paragraph if Vendor:
 - 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 Purchase in the time specified in this Contract;
 - D. Fails to make prompt payment to subcontractors, workers, or material men for labor performed on or materials furnished to the Purchase;
 - E. Persistently disregards any laws or ordinances relating to the Purchase or its completion; or
 - F. Otherwise commits a substantial violation of any provision of this Contract.
11. **Extension of Time.** Liquidated damages shall not be imposed because of any delays in completion of the Purchase due to (1) unforeseeable causes beyond the control and without the fault or negligence of Vendor and (2) performing any extra purchase or work pursuant to this Contract.
12. **Clean-up.** Vendor shall, on completion of the Purchase, remove all debris and surplus materials from the Purchase site.
13. **Notices.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (c) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: West Kern Community College District
Attn: Executive VP Administrative Services
29 Cougar Drive
Taft, CA 93268
Phone: (661) 763-7727
Fax: (661) 763-7828

Vendor: GTSimulators by Global Technologies
Attn: Danilo Venturini
10388 West State Road 84, Suite 111
Davie, FL 33324
Phone: (954) 370-7101
Email: danv@gtsimulators.com

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

13. **Guarantee.** Vendor guarantees all Purchase work for a period of one year after acceptance of the work by District and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials. This shall be in addition to any equipment or materials warranties as specified and/or required elsewhere.

All products supplied by GTSimulators by Global Technologies are subject to and controlled by the respective Manufacturer's Warranty. If any product is found to contain defective material or workmanship within 1-5 years of the invoice date (depending on the manufacturer), the product will be repaired or replaced. This warranty does not extend to any item that has been subjected to abuse, neglect, accident or improper installation or application. Nor does it extend to products repaired or altered outside of the manufacturer's facilities.


14. **Labor Code.** Vendor shall comply with all applicable provisions of the California Labor Code in providing products or services under this Purchase Contract.
15. **Laws and Regulations.** Vendor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.
16. **Substitutions.** All Work proposed must conform to the Scope of Work set forth in Bid Documents. The District reserves the right to reject all Bids that do not conform to the Scope of Work. If Vendor does not indicate clearly and in writing that the Work proposed is other than that specified in the RFP ("Equivalent Proposal"), it is understood that Work proposed is as specified. District shall give full consideration to any Equivalent Proposal by determining if such Equivalent Proposal meets the requirements and needs of District as set forth herein. Any Vendor with an Equivalent Proposal must demonstrate why such Equivalent Proposal meets the requirements herein. Proposals varying from District's RFP in significant detail from the specifications set forth herein are not solicited and may be disqualified at District's sole discretion and regardless of Vendor's analysis. The District's opinion shall be final.
17. **Utilities.** Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used in connection with the Purchase shall be furnished and paid for by Vendor.
18. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.
19. **Ownership of Drawings.** All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Purchase documents and copies thereof furnished by District are District's property. They are not to be used in other work and are to be returned to District on request at completion of work.
20. **Entire Agreement.** This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the Purchase which is the subject of the agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.
21. **Status of Parties.** The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Contract, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District, provided that Contractor will not accept such engagements which interfere with performance under this Contract. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefit District provides for its employees.


Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.


22. **Miscellaneous.**
 - A. **Waiver.** Any of the terms or conditions of this Contract may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Contract.
 - B. **Assignment.** Neither party may assign any rights or benefits or delegate any duties under this Contract without the written consent of the other party. Any purported assignment without written consent shall be void.
 - C. **Parties in Interest.** Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties to it and their respective successors and assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any party to this Contract, nor shall any provision give any third person any right of subrogation or action against any party to this Contract.


- D. Severability. If any provision of this Contract is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.
- E. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.
- F. Authority to Enter Into Agreement. Each party to this Contract represents and warrants that it has the full power and authority to enter into this Contract, to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Contract.
- G. Conflict of Interest. The parties to this Contract have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Contract. It is further understood that if such a financial interest does exist at the inception of this Contract, District may immediately terminate this Contract by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Contract.
- H. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Contract based on gender or any other basis prohibited by applicable law.
- I. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Contract, are fully qualified and competent to provide the services called for under the Contract. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Contract, at Contractor's expense unless specified otherwise in the Contract.

ADDITIONAL OPTIONAL PROVISIONS (BOTH PARTIES INITIAL IF APPLICABLE)

 **Confidentiality**. Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Contract, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena, or other valid legal process. Contractor shall notify District immediately by telephone and fax of any subpoena or court order seeking information covered by this Contract.

 **Contractor's Records**. Contractor agrees to maintain and make available to District accurate books and records relative to all activities under this Contract. Contractor shall permit District to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Contract. Consultant shall maintain such data and records in an accessible location and condition for a period not less than years from the date of final payment under this Contract.

 **Pupil Safety Requirements**. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend District from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

 **Pupil Safety Requirements**. District has determined that Contractor's activities will involve limited or no contact with Superintendent's pupils. However, in order to help assure the safety of pupils, Contractor's employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence. Contractor's employees shall not travel to areas of the campus where pupils.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil

penalty of not less than Eleven Thousand Dollars (\$11,000) and not more than One Hundred Ten Thousand Dollars (\$110,000) for each such failure.

Please INITIAL appropriate box:

<input checked="" type="checkbox"/>	No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.
-------------------------------------	---

<input type="checkbox"/>	Attached is a Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.
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IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: 
Signature of Authorized Representative

BY: _____
Signature of Authorized Representative

Print Name Danilo Venturini

Print Name **Dr. Debra Daniels**

Print Title CEO

Print Title **President / Superintendent**

Date 11/8/2019

Date _____
District's Board of Trustee's
Approval/Ratification Date **November 14, 2019**

District Initiating Department

District Contact Name

District Contact Extension

Funding Source (G/L
Account)

Fiscal Services

Amanda Bauer

7853

12658-226-6414-04100

Date: October 28, 2019
Submitted by: Richard Treece, Director of Facilities and Planning
Area Administrator: Brock McMurray, EVP of Administrative Services **32**
Subject: Request for Ratification

Board Meeting Date: November 13, 2019

Title of Board Item:

Request to Ratify Award of the WESTEC Building Number 65 Re-Roofing Project to Garcia Roofing.

Background:

The existing roofs at the WESTEC facility have exceeded their useful life expectancy and need replacement, primarily due to aging. This project is Phase 2 of 5, with Phase 1 having been completed over the summer.

We solicited three proposals for Phase 2 and Garcia Roofing was the low proposal. Please see the attached bid tabulation and signed proposal from Garcia Roofing.

We have engaged Garcia Roofing for completion of Phase 2 of this project and request that the Board of Trustees ratify the award.

Terms (if applicable):

The scope of work is expected to be completed in 2019.

Expense (if applicable):

\$38,765.00. Additional costs may include wood deck repair if needed at \$2.20 per square foot, and wood fascia if needed at \$5.00 per square foot.

Fiscal Impact Including Source of Funds (if applicable):

This project is a budgeted item in the 2019/2020 budget.

Approved: Case 11/13/19
Dr. Debra Daniels, Superintendent/President



TAFT COLLEGE

BID / PROPOSAL TABULATION

Project Name: WESTEC Re-Roof Bldg #65

Job Walk: Yes

Owner: West Kern CCD / Taft College

Bids Rcvd: Taft College Facilities

Architect: N/A

Bids Due: N/A

Date of Bid: N/A

Contractor	Base Bid	Alternate	Bid Bond	CSLB#	DIR #	Date RCVD	Remarks
Garcia Roofing	\$ 38,765.00	N/A	N/A	385737	1000001522	10/01/19	
San Joaquin Roofing	\$ 41,750.00	N/A	N/A			10/09/19	
Q Roofing	N/A						Could not Bond



COMMERCIAL ROOFING
CONTRACT NO. 19-0076

CA License No. 385737 (C39) Roofing Contractor
 DIR #1000001522

P.O Box 70250
 Bakersfield, CA 93387
 Office... 661.325.5736
 Fax..... 661.325.1226
 debbiegarcia41@hotmail.com
 www.GarciaRoofing.com

Customer's Name: WEST KERN COMMUNITY CENTER DIST.		Address: 29 COUGAR COURT	
City TAFT, CA	Zip Code: 93268	Phone: 661-763-7768	Fax: 661-763-7769
Project Name & Address: NORTH KERN TRAINING CENTER, BLDG #65 (C) 5801 E. LERDO HWY, SHAFTER			Email: rtreece@taftcollege.edu

I/WE, the Owner(s) of the premises described above authorize Garcia Roofing, Inc., hereinafter referred to as "Contractor", to furnish all materials and labor necessary to roof and/or improve these premises according to the following terms, specifications and provisions:

- a. Description of the work and the materials to be used:**
 SHINGLE ROOFING
 1. REMOVE EXISTING ROOF DOWN TO WOOD DECK.
 2. INSTALL 15LB FELT.
 3. INCLUDES NEW PAINTED DRIP EDGE.
 4. INCLUDES NEW PIPE FLASHINGS.
 5. INCLUDES NEW ATTIC VENTS TO COMPLY TO COUNTY OR CITY CODES.
 6. INCLUDES NEW PAINTED VALLEY METAL.
 7. INSTALL MALARKEY ECOASIS COSTA REFLECTIVE 30YR. SHINGLES.

PRICE INCLUDES MATERIAL, LABOR, PERMIT, PAYMENT & PERFORMANCE BONDS.
 TOTAL \$38,765.00

WOOD DECK REPAIR \$2.20 SQ FT IF NEEDED
 WOOD FACIA \$5.00 SQ FT IF NEEDED

b. Description of any areas that will NOT be worked on: Installing new A/C Curbs, Sheet Metal, Mechanical, HVAC, Carpentry, Plumbing, Painting, Electrical, Lead Flashings, Lead for Drains, Regular Pipe Flashings, Nailers, Inspection Fees, City Upgrades, etc.

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

c. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the
 TOTAL SUM OF \$ 38,765.00 DOWN PAYMENT (if any) \$ _____

<u>PAYMENT DUE WHEN</u>	<u>AMOUNT</u>	<u>PAYMENTS TO BE MADE IN INSTALLMENTS AS FOLLOWS:</u>
1. 60% WHEN MATERIAL IS LOADED	\$23,259.00	
2. 40% WHEN ROOFING IS COMPLETE	\$15,506.00	
3. _____		
4. _____		
5. _____		

d. Commencement and Completion of Work: Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays as described in provision (5) on the reverse side.

Approximate Start Date: 2019 Approximate Completion Date: 2019

e. Acceptance: This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Additional Provisions Of This Contract Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below).

approved and accepted (owner) 10/24/19
 date

approved and accepted (contractor) 10/19/19
 date

OWNER/AGENT, see the "Arbitration of Disputes" provision on page two (provision 15) and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

NOTE: This contract may be withdrawn or renegotiated after 30 days from 10-14-19 if not approved and signed by BOTH parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilson Paves & Associates License #0E50885 3836 Pegasus Drive Bakersfield CA 93308		CONTACT NAME Robyn Patrick, CISR PHONE (A/C, No. Ext): (861) 327-3111 FAX (A/C, No.): (861) 327-1282 EMAIL ADDRESS: rp2wpa@wilsonpaves.com	
INSURED Garcia Roofing, Inc. PO Box 70260 Bakersfield CA 93387		INSURER(S) AFFORDING COVERAGE	
		INSURER A: James River Insurance Company	NAIC # 12203
		INSURER B: Nationwide Insurance Company	10848
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL/AU/EX **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Occ Ded \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		00812870	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP7865683808	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ none			00912830	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER EL, EACH ACCIDENT \$ EL, DISEASE - PER EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: North Kern Training Ctr; Bldg #85 (C). West Kern Community College District Board of Trustees officers, officials, employees and volunteers, Self-insured Schools of California, it's agents and employees is included as additional insured subject to the terms, conditions and exclusions of the policy and a written contract is required for the additional insured to be valid with respects to the general liability and only with regards to the operations of the named insured as per attached additional insured form CG20370704, CG20100704.


CERTIFICATE HOLDER

West Kern Community College District
29 Cougar Court
Taft CA 93268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance for WBS PO Box 6090 Clearwater, FL 33758-8090	CONTACT NAME: PHONE (A/C No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED Workforce Business Services CA, LLC Labor Contractor, for co-employees of: Garcia Roofing Inc. 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: American Zurich Insurance Company 40142	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 18FL078948684 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 01-89-742-02	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2018	12/31/2019	Client# 054674

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

Garcia Roofing Inc.
 201 Mt Vernon Ave
 Bakersfield, CA 93307

North Kern Training Center
 Bldg 65 (c)
 5801 E Lerdo Highway
 Shafter, Ca

CERTIFICATE HOLDER West Kern Community Center Dist 29 Cougar Court Taft, CA 93288	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Date: October 30, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: November 13, 2019

Title of Board Item:

SmartCatalog Services and Licensing 3-Year Agreement for 2020-2023 between Watermark Insights, LLC and Taft College

Background:

SmartCatalog is built upon "Single-Source" content management technology. Data is maintained in a central database and edits only need to be made once to update items across the catalog or even across multiple catalogs and handbook. The database is accessed through the web by campus users and may be revised, reviewed and approved through an easy-to-use interface.

Terms (if applicable):

The term of this agreement shall be for 3 years and commence February 1, 2020 and may be renewed at the completion of the initial term for up to an additional 2 years.

Expense (if applicable):

The total cost of the services and software licensing is \$31,525 for the 3-year term as stated below:
YR1: \$10,000.00
YR2: \$10,500.00
YR3: \$11,025.00

Fiscal Impact Including Source of Funds (if applicable):

The first annual expense for this service will be paid for by the 2019-2020 A&R 2019-2020 budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



ORGANIZATION SUBSCRIPTION AGREEMENT (OSA)

This Organization Subscription Agreement is dated as of 2/1/2020, by and between Taft College, located at 29 Cougar Court, Taft, USA, (the "Organization"), and Watermark Insights, LLC located at 71 West 23rd Street, New York, New York 10010 ("Watermark").

1. The Service

1.1 Introduction. Watermark owns the rights in and to an educational tools website, the URL address of which is www.watermarkinsights.com, and related technology ("the Service"). The Service offers information and services to teachers, professionals and students involved in education and training processes. The Organization wishes to enter into this Agreement with Watermark to enable its employees, and, as applicable, its administrators, faculty and students ("End Users") to make use of the Service.

1.2 License Grant; Access Codes. In consideration of the Service fee, Watermark grants to the Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service solely for the purpose of enabling access and use of the Service by its End Users during the term of this Agreement in accordance with the terms of the End User License Agreement (the "EULA"). In the event that the Organization is paying for its End Users' accounts, access shall be granted to the End Users by way of log on codes and user identification as follows:

(a) Watermark shall allocate a code or password that can be used solely by End Users to register for the Service (the "Access Code"). Each End User's access to the Service is conditioned upon the End User's acceptance of the EULA. The Organization represents and warrants that its End Users shall comply with the EULA and the Organization shall be responsible for the conduct of its End Users in using the Service.

(b) Watermark shall make the Access Codes available to the Organization, and the Organization shall be responsible for providing the Access Codes to its End Users and informing them that they may register for the Service. The Organization shall be responsible for maintaining the confidentiality of the Access Codes. The Organization shall immediately inform Watermark if it becomes aware of any unauthorized use or disclosure of any Access Codes. The Organization acknowledges that all personal information is subject to Watermark's Privacy Policy, which can be viewed at <https://www.watermarkinsights.com/privacy-policy/> (as may be amended from time to time, the "Privacy Policy"). In the event that End Users will be paying for their accounts directly, Watermark shall inform the Organization when the Organization may advise its End Users to begin purchasing accounts and self-registering on the Service.

1.3 Restrictions. Organization shall not, directly or indirectly: (a) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Service or knowingly permit or encourage any third party to do so; (b) use the Service in any manner to provide service bureau, time-sharing or other computer services to third parties; (c) use the Service in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Service; (d) enter student data or access student information in the Service for any student or students who is not an End User; (e) allow any student or person other than the End Users to access the Service; (f) remove or modify any proprietary marking or restrictive legends placed on the Service; or (g) use the Service, or allow the transfer, transmission, export, or re-export of the Service or portion thereof in violation of any applicable law, including, without limitation, export control laws or regulations administered by a government agency of competent jurisdiction.

1.4 Promotion of the Service. The Organization hereby authorizes Watermark to use the name of the Organization in connection with the promotion of the Service in any media, solely to identify the Organization as a user of the Service. Watermark shall not use the Organization's name outside the context of promotion of the Service without the prior permission of the Organization.

1.5 Service Availability. Watermark shall endeavor to ensure that the Service is available, except for scheduled downtime for maintenance or in the event of a force majeure event (as defined in Section 8). In the event of unexpected downtime, Watermark's sole obligation will be to use commercially reasonable efforts to resolve the issue as soon as reasonably practicable under the circumstances.

1.6 End User Polls. Watermark may, from time to time (but no more than quarterly), conduct polls of End Users to ascertain and measure the use and enjoyment of the Service by End Users. Such polls will be conducted on a basis that complies with Watermark's Privacy Policy. The Organization agrees to encourage End Users to cooperate with Watermark by providing the information requested by Watermark in order for Watermark to improve and expand the Service for the benefit of End Users. All right, title and interest in poll inquiries and responses will belong to Watermark.

1.7 FERPA. Watermark acknowledges that it may have occasion to receive and/or access information provided by Organization, End Users, or others on behalf of Organization, in connection with the Service that directly relates to past or present students of Organization and which is protected by the Family Educational Rights and Privacy Act ("FERPA") as an Education Record. Watermark will maintain reasonable technical, administrative and physical safeguards to protect the confidentiality of such Educational Records and will not use Education Records for any purpose other than to carry out the Service. In the case of a data breach involving Education Records, Watermark will cooperate in connection with the following steps (where deemed applicable): (a) taking steps to retrieve the data and prevent further unauthorized disclosures; (b) investigating the breach, including to determine what information was compromised, and conducting a risk assessment; (c) notification of affected parties and government parties, as required by law; and (d) taking necessary remedial actions.



2. Publishing of Materials

2.1 Materials. The Organization acknowledges that End Users may compile and post to the Service materials comprised of text, data and images in the form of lesson plans, student materials and other educational materials ("Materials"), which shall be made available to other End Users to enable them to download, reproduce and distribute such Materials in accordance with the EULA.

2.2 License. To the extent of the Organization's rights in and to Materials posted by End Users, the Organization hereby grants to Watermark and its affiliates a perpetual, worldwide, royalty-free, non-exclusive, transferable, sub-licensable license to use, reproduce, display, distribute and provide the Materials in connection with the Service. Watermark may alter, edit and delete any inappropriate Materials posted on the Service, and reserves the right (but not the obligation) to take any action which Watermark deems appropriate in its sole discretion with respect to any Materials posted on the Service. Materials will be treated in accordance with the Privacy Policy.

2.3 Ownership. Watermark retains ownership of the Service, including its technological components, and developments and derivatives thereof, including all intellectual property rights therein. To the extent of the proprietary information of Watermark contained in the Service, Organization agrees to protect the Service using the same standard of care its use to protect its similar information but not less than a reasonable person standard of care. Organization acknowledges that Watermark will be irreparably harmed by any breach of this Agreement by it or its End Users, including, without limitation, by the unauthorized use or disclosure of the Service and, further, that monetary damages may not be a sufficient remedy for such harm. Organization agrees that Watermark shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages and without the requirement to post bond or other security, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by Organization or End Users.

2.4 LIMITATIONS. BY POSTING MATERIAL TO THE WATERMARK WEBSITE, END USERS AND/OR THE ORGANIZATION WILL NOT SURRENDER ANY INTELLECTUAL PROPERTY RIGHTS THEY MAY HOLD IN SUCH POSTED MATERIALS, OTHER THAN THE LIMITED LICENSE GRANTED TO WATERMARK AS SET FORTH IN SECTION 2.2. WATERMARK SHALL USE SUCH LICENSE FOR THE SOLE PURPOSE OF PROVIDING INFORMATION AND SERVICES TO END USERS HEREUNDER OR AS REQUIRED TO MEET REQUIREMENTS AT LAW.

3. Indemnification

(a) The Organization shall, at its sole cost and expense, indemnify, defend and hold harmless Watermark and its affiliates, and their respective employees, officers, directors, shareholders, agents, insurers or third party providers, from and against all actual or threatened claims by third parties (including its End Users) and pay all costs, including reasonable attorneys' fees, and damages resulting from such claims arising out of: (i) the use of the Service by the Organization or its End Users, (ii) any breach of this Agreement by the Organization, including, without limitation, any unauthorized use or disclosure of the Service, (iii) any breach of the EULA by an End User, (iv) violation of any law or regulation by the Organization or its End Users, or (v) the infringement, misappropriation or violation by the Organization, its End Users or Materials of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party.

(b) Watermark shall, at its sole cost and expense, indemnify, defend and hold harmless the Organization and its employees, officers, directors, Board of Trustees and agents from and against all claims by third parties and pay all costs, including reasonable attorneys' fees, and damages resulting from such claims to the extent arising out of the infringement, misappropriation or violation of the Service of any United States patent, copyright, trademark or trade secret, and excluding any claims and damages covered by the indemnification by Organization under subparagraph 3(a). In any such event, Organization shall promptly give written notice of the claim to Watermark and give Watermark the opportunity to assume sole control of the defense and settlement of the claim. If Organization is enjoined from using the Service or Watermark reasonably believes it will be enjoined, Watermark shall have the right (but not the obligation) as its sole obligation under this indemnity, to obtain for Organization the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing, so long as the replacement or modified Service provides in all material respects the same level and quality of the Service originally provided under set forth in this Agreement.

4. Warranties; Disclaimer

4.1 Warranty. The Organization represents and warrants that: (a) it has the authority and capacity to enter into this Agreement, and to carry out and perform its obligations as set forth herein, (b) this Agreement is a valid and binding obligation of the Organization enforceable in accordance with its terms, and (c) the Organization has reviewed Watermark's Privacy Policy, and by agreeing to this Agreement has accepted the terms thereof.

4.2 Disclaimer. Use of the Service is at the sole risk of the Organization and End Users. Watermark makes no express or implied warranty that the Service will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Service, or as to the accuracy, reliability, completeness, or content of any information or Materials, software or merchandise that may be provided through the Service. No statement, information or advice, including, but not limited to statements regarding capacity, suitability for use or performance, whether made by a Watermark employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by Watermark for any purpose or give rise to any liability of Watermark whatsoever, and Organization agrees that it will not rely on any such statement, information or advice.



4.3 No Editorial Control. The Organization acknowledges that Watermark exercises no editorial control over Materials posted by users of the Service. The views and opinions expressed in such information do not necessarily reflect those of Watermark or its content providers or licensors. Neither Watermark nor its content providers or licensors make any warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

4.4 Third Party Websites. Any links provided from the Service are to websites not under control of Watermark, and Watermark in no way endorses or shall have any liability arising from such sites or the products or services offered therein. Watermark does not endorse any such linked websites.

4.5 DISCLAIMER OF WARRANTIES. THE SERVICE, SUPPORT, TRAINING AND ALL INFORMATION, MATERIALS AND SOFTWARE ACCESSIBLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS-IS," "AS-AVAILABLE" BASIS. THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE AGAINST INTERFERENCE WITH THE ENJOYMENT OF ACCESS TO THE SERVICE OR THE INFORMATION CONTAINED THEREIN. WATERMARK HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, USAGE, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. Limitation of Liability

5.1 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE) SHALL WATERMARK BE LIABLE TO THE ORGANIZATION OR END USERS OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES THAT ARISE FROM LOSS OF ANTICIPATED REVENUE, LOSS OF INFORMATION OR MATERIAL OF ANY KIND, LOST PROFITS, LOSS OF BUSINESS AND INJURY TO PROPERTY OR PERSON), EVEN IF WATERMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONNECTION WITH OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, SERVICES, SOFTWARE OR PRODUCTS OBTAINED ON THE SERVICE, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATION FAILURES, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS OR WEB SITES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH STATES WATERMARK'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

5.2 Maximum Liability. If, notwithstanding the foregoing, Watermark is held liable for damages, then regardless of the theory of liability (including negligence, contract, tort, breach of warranty, strict liability or otherwise), in no event shall the maximum liability of Watermark or its affiliates, and respective directors, officers, shareholders, employees, agents, insurers or third party providers exceed the aggregate dollar amount paid by Organization for subscriptions to Watermark in the twelve (12) month period preceding the date of the claimed breach, injury or damage. THIS SECTION LIMITS AND ALLOCATES THE RISK AND ORGANIZATION ACKNOWLEDGES THAT THE PRICING PROVIDED UNDER THIS AGREEMENT REFLECTS THIS LIMITATION AND ALLOCATION OF LIABILITY.

6. Pricing

6.1 Fees. Watermark's initial annual fees and any applicable service or other fees due and payable hereunder shall be set forth in Annex A hereto.

6.2 Payment Terms. All fees are due and payable in US Dollars net 30 days from date of invoice from Watermark. Should for any reason Organization fail to pay the fees due within terms, a service charge of 1.5.% per month (18% annually) or such lesser amount allowed by applicable law, shall be imposed to the extent allowed by law on the past due amount until paid.

6.3 Taxes. Unless otherwise stated, Watermark's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). The Organization is responsible for paying all Taxes, excluding Taxes based on Watermark's income. If Watermark has the legal obligation to pay or collect Taxes for which the Organization is responsible, the appropriate amount will be invoiced to and paid by Organization unless Organization provides Watermark with a valid tax exemption certificate or resale certificate authorized by the applicable taxing authority.

7. Term and Termination

7.1 Term. This Agreement shall be in effect for 36 Months from the date first written above, unless earlier terminated under this Section 7.

7.2 Termination for Breach. Either party may terminate this Agreement by written notice in the event of material breach by the other party, should such breach remain uncured for thirty (30) days after the receipt of notice describing such breach in reasonable detail (or if not subject to cure, immediately upon written notice).



7.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) all licenses granted to Organization hereunder shall immediately terminate, (b) the Organization shall immediately cease (and cause End Users to cease) using the Service and associated materials, and Watermark may disable Access Codes and remove access of Organization and End Users to the Service, and (c) in the event that such termination was by the Organization under Section 7.2 ("Termination for Breach"), then Watermark shall refund to the Organization any prepaid fees on a pro-rata basis reflecting the unused remainder of the term. Any such termination shall not relieve either party from any obligations hereunder accrued at or prior to the effective date of termination or waive any right of the non-breaching Party hereunder or at law or in equity.

8. Force Majeure

8.1 Force Majeure. If any party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement (other than Organization's obligation to make payment), that party shall give to the other party prompt written notice of the force majeure event; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable, provided that resolution of a force majeure event shall be at the sole discretion of the affected party. The term "force majeure" as herein contemplated, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, plague, lightning, fire, storm, flood, earthquake, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, service or supplies and any other cause, whether of a kind specifically enumerated above or otherwise which is not reasonably within the control of the party claiming suspension.

9. Survival

Any right or obligation hereunder which creates a right of action or which by its terms continues beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.

10. Miscellaneous

Neither party is, nor shall be deemed to be, an employee, agent, co-venturer or legal representative of the other party for any purpose. The parties are independent contractors. Neither this Agreement nor any interest hereunder shall be transferable or assignable by the Organization without the prior written consent of Watermark; provided, however, that the Organization may assign this Agreement without consent to an affiliate or to any successor-in-interest in connection with the merger or the sale of all or substantially all of its capital stock or assets to which this Agreement relates. Subject to the foregoing, the rights and obligations hereunder shall be binding on each party and their respective successors and assigns. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity or unenforceability, without invalidating, or rendering unenforceable, the remainder of the Agreement. This Agreement (including the EULAs signed by End Users and Watermark's Privacy Policy) contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein, and supersedes any prior agreements on this subject matter between the parties with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may not be modified or amended except in a writing signed in ink or accepted electronically by the parties. Consistent with the foregoing, in the event that Organization submits a purchase order or any other written instructions that contain any terms or conditions, such order or other instructions shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof. No provision of the Agreement shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. No waiver shall constitute a consent to or waiver of any other breach of the same obligation or a breach of any other obligation contained herein. All notices to be given hereunder shall be in writing, shall be effective when received or personally delivered, and shall be delivered personally, by facsimile transmission (receipt verified), mailed by certified mail (return receipt requested), postage prepaid, or sent by express courier service, to the parties at the address first written above (or at such other address for a party as shall be specified by like notice, also effective only upon receipt thereof). This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York without regard to conflicts of laws and principles thereto. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any suit brought by either party against the other party shall be brought exclusively in a court in New York County, State of New York. Each party hereby waives and agrees not to assert any claim of improper venue, lack of personal jurisdiction or forum non conveniens in any claim brought according to the terms of this Section. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original of this Agreement and all of which taken together shall constitute one agreement. Delivery of an executed counterpart by facsimile transmission, electronic mail in "Portable Document Format" (.pdf) form, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.



Annex A - Pricing

Pricing Proposal

School Name: Taft College

Valid through: 11/15/2019

From 2/1/2020 To 1/31/2023

School	Product Detail	# Of Users	Term	Price
Taft College	SC Catalog	1	36	\$10,000.00

Sub-total:	\$10,000.00
Total Price (Year 1):	\$10,000.00

Base Yearly Pricing Subsequent years increase by 5% per year.

Contract Term

36 Months



Taft College

Watermark Insights, LLC

By:

By:

Title:

Title:

Date:

Date:

Signature:

Signature:

Date: October 24, 2019
Submitted by: Andrew Prestage, Executive Director Information Technology
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Synapse Laserfiche Software Support Annual Renewal LSAP 2019-2020

Background:

The Laserfiche support annual renewal is for the college's document management system. The document system retains information of student transcripts, district financial records, and board of trustee minutes and agendas. This system is accessible via web browser and stores the data for several departments who are using it for their document archiving.

Terms (if applicable):

Renewal Terms are from November 29, 2019 – November 28, 2020

Expense (if applicable):

The total cost of the renewal is \$4,343.70.

Fiscal Impact Including Source of Funds (if applicable):

Funding is included in the 2019 – 2020 ITS Budget.

Approved: 
Dr. Debra Daniels, Superintendent/President

Synapse Technologies Inc
11000 Brimhall Rd. Suite E-50
Bakersfield CA 93312



Taft College
Andrew Prestage
29 Cougar Court
Taft CA 93268

Invoice # 1296
Invoice Date October 15, 2019
Balance Due (USD) \$4,343.70

Item	Description	Unit Cost	Quantity	Line Total
LSAP	MS SQL Server	775.00	1	775.00
LSAP	Named Full User	93.00	12	1,116.00
LSAP	Starter Public Portal	2,400.00	1	2,400.00
LSAP	Scan Connect	26.35	2	52.70
Total				4,343.70
Amount Paid				0.00
Balance Due (USD)				\$4,343.70

Terms


Thank you for your business. Please send payment within 30 days of receiving this invoice.

This invoice was sent using FRESHBOOKS

PAYMENT STUB

Synapse Technologies Inc
11000 Brimhall Rd. Suite E-50
Bakersfield CA 93312

Client Taft College
Invoice # 1296
Invoice Date October 15, 2019
Balance Due (USD) \$4,343.70
Amount Enclosed

Date: October 15, 2019
Submitted by: Brock McMurray, EVP of Administrative Services 
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Extension of lease agreement with Taft Plaza for the rental space located at 515 S. Finley Drive, Taft, CA 93268, in Taft Plaza.

Background:

Taft College began leasing the space at 515 S. Finley Drive in Taft Plaza in June of 2006 for \$2,118.75 per month. We have continuously leased this space for our TC Bookstore and other related educational uses during various phases of construction projects for Taft College. The TC Bookstore will relocate to the new student center once that project is completed.

The current lease agreement expires on December 14, 2019. Accordingly, it is my recommendation that we accept the one-year lease extension offered by Taft Plaza for our current monthly rate of \$1,907.00.

Terms (if applicable):

\$1,907.00 per month. Lease extension for one year from December 15, 2019 to December 14, 2020, with cancellation at any time with a 60 day notice.

Expense (if applicable):

\$1,907.00 per month.

Fiscal Impact Including Source of Funds (if applicable):

The District will be billed monthly. This cost is included in the Bookstore budget and auxiliary funds will be utilized.

Approved:  10/22/19
Dr. Debra Daniels, Superintendent/President

TAFT PLAZA, LLC
P.O. BOX 491099
Los Angeles, CA 90049
(310) 454-8777 Office • (310) 459-3616 Fax

Sixth AMENDMENT TO LEASE AGREEMENT

This Agreement made this **October 3rd, 2019** between **Taft Plaza, LLC** (Hereinafter referred to as "Landlord") and **Taft College** (hereinafter referred to as "Tenant").

This is an amendment to the lease and agreement dated June 15, 2006 made between Taft, Plaza, LLC, as Landlord and Taft College as Tenant, covering the property known as 515 S. Finley Dr., Taft, CA 93268 along with documents dated March 20, 2018, March 31st, 2017, June 15, 2007, June 15, 2008, June 15, 2009, June 15, 2010, Amendment dated April 13, 2011, and 5th Amendment dated November 15th, 2018.

NOW, THEREFORE, in consideration of the promises and the mutual terms and conditions set forth herein, the parties hereto agree as follows:

1. Hereby the current Lease shall be extended for **1 Year**, starting **December 15, 2019** and ending on **December 14, 2020**.
2. Base Rent shall remain the same at **\$1,907.00** per month.
3. 60 day cancellation shall become null and void.
4. **Authority to Sign.** Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Company represents that the execution, delivery and performance of this Agreement by the Company has been fully and validly authorized by all necessary corporate action.
5. This is only effective upon mutual execution by both parties.
6. All other terms and conditions to remain the same.

Dated this October 3rd, 2019

LANDLORD

Tony Bral Managing Member
Taft Plaza, LLC

Signature

LESSEE

Dr. Debra Daniels
Superintendent/President



Signature

Date: October 2, 2019
Submitted by: Leslie Minor, Vice President of Instruction *LM*
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Agreement with The Learning Underground for Hosting & Associated Services

Background:

This agreement continues the support of www.mylearningmachine.com and covers the costs of hosting and associated services.

Terms (if applicable):

January 1, 2020 – December 31, 2020

Expense (if applicable):

\$2,000.00

Fiscal Impact Including Source of Funds (if applicable):

This expense will be paid from District funds.

Approved: 
Dr. Debra Daniels, Superintendent/President



Project Proposal myLearningMachine.com

Summary: This proposal addresses the hosting agreement between The Learning Underground and Taft College for calendar year 2020. The hosting costs will be invoiced and paid yearly.

2020 Hosting Costs:


Hosting and associated services (www.mylearningmachine.com) \$2000.00
(discounted rate, per year)

Due 1/1/2020:

\$2000.00

This Agreement constitutes the entire agreement with respect to the Product. This Agreement may not be assigned or amended except by a written instrument signed by authorized representatives of both parties. Except as specifically provided herein, this Agreement does not grant any licenses between the parties. This Agreement does not create any relationship of agency or representation between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California covering agreements made and to be performed in that State, without regard to principles of conflict of laws.

Agreed by:



Signed

Bill Moseley

Name

President

Title

The Learning Underground, inc.

Organization

09/29/2019

Date

13812 Las Entradas
Bakersfield, CA 93314

Signed


Name

Title

Organization

Date

29 Emmons Park Drive
Taft, CA 93268

Date: October 4, 2019
Submitted by: Dr. Leslie Minor, Vice President of Instruction 
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: November 13, 2019

Title of Board Item:

Agreement with Quicksilver Software, Inc. to Update TC-Stats Software Package

Background:

TC-Stats is an iPad app developed here for data analysis that is used in an integral part of the Stat 1510 class. This will bring TC-Stats onto iOS13. This is an expected maintenance software update.

Terms (if applicable):


Effective upon signature

Expense (if applicable):

\$950 for iOS13 compatibility & up to \$500 for maintenance and enhancements if requested.

Fiscal Impact Including Source of Funds (if applicable):

This has been planned for in the 2019/20 budget.

Approved: 
Dr. Debra Daniels, Superintendent/President



Quicksilver Software, Inc.

2 October 2019

David Mitchell
Taft College
West Kern Community College District
29 Emmons Park Drive
Taft, CA 93268

Re: Amendment to Agreement for iPad Software Product Development

Dear Brian and David:

Following up on the recent conversations between Taft College ("Client") and Quicksilver Software, Inc. ("Quicksilver"), I am sending this Binding Agreement to confirm the terms of our providing maintenance services for our TC-Stats software ("the Product").

This document is an amendment to the original Agreement dated 5 April 2011 for the development of the TC-Stats software package for Apple iPad (the "Original Agreement") and is a follow-on to the most recent amendment, dated 10 January 2019. Unless explicitly noted below, all terms and conditions of the Original Agreement shall remain in full force and effect.

Principal Business Terms

The following are the business terms upon which Client and Quicksilver are willing to enter into this Agreement related to the Product:

Summary of Work:

Update the TC-Stats software package for the Apple iPad platform and provide other support as further detailed in Exhibit B to this Agreement ("Statement of Work"). Responsibilities of each of the parties and of other third parties are also detailed in the Statement of Work.

Target date for completion is 15 December 2019, assuming project startup before the middle of October 2019.

A list of monthly milestones and associated payment terms are included in Exhibit A to this Agreement ("Project Deliverables"). Additional work may be authorized by Client on comparable terms via amendment to this Binding Agreement either during or after completion of this phase of the Product.

**Quicksilver
Obligations:**

Quicksilver will be responsible for technical implementation of user interface software and mathematical algorithms, as needed, and for the creation of user interface visual elements. Quicksilver will also be responsible for performing in-house testing of the software.

Quicksilver will provide office facilities, infrastructure, development machines, and software development tools for its development team, but will not provide deployment computer systems.

Quicksilver will provide regular status reports to Client's designated project manager, David Mitchell, on at least a monthly basis during the course of development. These reports will include details on the tasks completed to date and any technical problems encountered during development.

**Client
Obligations:**

Client has provided a list of known issues to Quicksilver and will continue to work with Quicksilver to provide clear definitions of terminology and functionality for specific issues, as needed, in order to ensure the accuracy of the results provided by the Product.

As compensation for Quicksilver's work on the Product, Client shall pay Quicksilver in the amounts and at the times designated in Exhibit A of this Agreement.

Client shall perform verification testing to ensure that the statistical algorithms implemented by the product perform correctly and shall provide relevant test data sets to Quicksilver, if requested. Client shall have final responsibility for reviewing and approval the Product.

No material changes in or deviations from the Statement of Work will be permitted unless the following procedure is followed: (a) Client must submit a written request detailing the changes that it desires. (b) Within ten (10) days of the receipt of the request, Quicksilver will inform Client, in writing, of any problems posed by the proposed change, and of any change in cost or schedule that will be caused by the proposed change in specifications. (c) Unless Quicksilver accepts the change, in writing, within 10 business days thereafter, the change will not be made. If the change is accepted the written request for change, and Quicksilver's response thereto, will be deemed to constitute an amendment to this Agreement.

**Intellectual
Property Rights:**

For purposes of ownership, all rights to the Product-specific work created under this Agreement, including all intellectual property rights, shall belong solely to Client. A license to any necessary Quicksilver-owned elements shall also be granted, as provided below. For avoidance of doubt, the parties agree that Quicksilver shall not obtain any rights to patented property of Client as a result of this Agreement.

Quicksilver shall retain all right, title and interest in and to the "Quicksilver Tools" (proprietary Quicksilver software programs, tools or modules identified in a Statement of Work, and derivative works thereof), including all Intellectual Property Rights therein. In addition, Quicksilver shall own all right, title and interest in and to any customized and enhanced versions of the Quicksilver Tools developed by Quicksilver under this Agreement, including all Intellectual Property Rights therein. Quicksilver hereby grants to Client a non-exclusive, transferable, royalty-free, irrevocable, perpetual and worldwide license: (i) to use, copy, modify, create derivative works based on the Quicksilver Tools, in source code and object code forms, solely for the purpose of developing, enhancing, improving, maintaining, operating and producing the Product; and (ii) to distribute and transmit the Quicksilver Tools, in object code form only, in any media, both existing now and developed anytime in the future, solely as integrated with the Product.

Confidentiality:

This Agreement is subject to the terms of a separate Confidentiality Agreement previously entered into between the parties and which is incorporated herein by reference.

**Warranties and
Indemnification:**

The parties each hereby represent and warrant that, to the best of their knowledge (1) prior to the exploitation of the Product, they have or will have all rights necessary to enter into this Agreement; (2) any pre-existing materials provided to the other party do not infringe any trademarks, copyrights, trade secrets, privacy, publicity or other proprietary rights of any third parties; (3) any original materials that they develop for the Product do not infringe against trademarks, copyrights, trade secrets, privacy, publicity or other proprietary rights of any third parties; (4) they have no reason to believe that any such infringement exists or claims based on infringement can be made by third parties; and (5) they have full legal authority to enter into and be bound by this Agreement.

The parties hereby agree to indemnify, hold harmless and defend each other, their parent corporations, affiliates, transferees and assigns from and against any and all damages, demands, claims, losses, causes of action (including, without limitation, reasonable attorneys' fees and expenses), liabilities, lawsuits, judgments and expenses arising from, relating to or in connection with a breach of their respective agreements, representations and warranties contained in this Agreement.

Cancellation:

Client may decide to cancel development of the Product at any time and for any reason, provided only that Quicksilver be given thirty (30) calendar

days advance notice of any such cancellation. All reasonable documented costs of Quicksilver incurred prior to the effective date of any such cancellation, including costs incurred prior to Quicksilver's receipt of a fully executed agreement, shall be fully recoupable and paid upon cancellation. All payments made by Client shall be non-refundable.

This Amendment to the Agreement, along with the original Agreement, constitutes the entire agreement with respect to the Product. This Agreement may not be assigned or amended except by a written instrument signed by authorized representatives of both parties. Except as specifically provided herein, this Agreement does not grant any licenses between the parties. This Agreement does not create any relationship of agency or representation between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California covering agreements made and to be performed in that State, without regard to principles of conflict of laws.

Agreed by:



Signed

William C. Fisher

Name

President

Title

Quicksilver Software, Inc.

Organization

2 October 2019

Date

18218 East McDermott, Suite D
Irvine, CA 92614-6723

Signed

Name

Title

West Kern Community College District

Organization

Date

29 Emmons Park Drive
Taft, CA 93268

Exhibit A

Project Deliverables

Development Schedule (Milestones)

1. Startup:
 - a. Signed agreement
 - b. Maintenance issues for identified for investigation
2. Delivery 1 (Beta Version): Approximately 15 November 2019
 - a. Version ready for testing on iPad operating system version 13 to verify functionality and fixes to identified issues for which work is approved
3. Delivery 2 (Complete Version): 15 December 2019
 - a. App functional on all current versions of Apple iOS, including version 13
 - b. Identified issues resolved unless otherwise mutually agreed upon in writing
 - c. Q/A fixes and enhancements, as needed
 - d. App ready for submission to the Apple App Store

Development Terms

1. Total Project cost: \$950 for iOS 13 compatibility and up to \$500 for maintenance and enhancements, if requested
2. Payments:
 - a. Balance of \$950 plus maintenance and enhancement costs (grand total not to exceed \$1,450) upon delivery of Milestone #3
3. Terms: NET 15

Exhibit B

Statement of Work

Features

Features of the Product will be the same as those in the build prepared for release to the App Store in early 2019. There are no known major issues with the current product, but if issues are discovered a provision for maintenance work not to exceed \$500 has been included in this Agreement.

The Product shall be updated so that it can operate in a reasonable business manner on versions of the Apple iOS Operating System more recent than those supported by the original product. This specifically means support for iOS version 13.

Quicksilver shall make reasonable efforts to ensure that the Product can be used on older iPad devices; however, due to the deprecation of some software APIs by Apple, Quicksilver cannot guarantee that versions of iOS that were originally supported will continue to be supported by the newer version of the Product.

Quicksilver Tools

In order to expedite development of this product, Quicksilver may incorporate portions of its extensive internal library of general-purpose software functions ranging from user interface components to computational methods. Client's rights to use these tools are defined above in the "Intellectual Property Rights" section of this Agreement. The tools anticipated to be used in this project are:

- General-purpose iPad and/or iPhone user interface components such as lists, dropdown menus, and so on
- The overall code framework for the application
- General-purpose functions for event handling, text display, user interface control handling, and so on

The Quicksilver Tools do not include any software which is specific to the Product. In particular, they do not include any Quicksilver-developed statistical algorithms and unit tests for such algorithms. All such code and related intellectual property, if any, shall be owned by Client.

Third-Party Tools

Quicksilver often makes use of open-source software and other available tools, and anticipates using certain such tools in the Product. In particular, Quicksilver expects to obtain pre-existing software implementing certain statistical algorithms. In all cases where such software is utilized in the Product, Quicksilver shall ensure that it has appropriate rights to make use of such software and shall be responsible for ensuring that it follows the legal requirements for such use. Typically, such software simply requires that notice of use be provided with the product. Quicksilver will provide the necessary information to Client to ensure that Client is aware of such requirements.

Exhibit C

Wire Transfer Information

BENEFICIARY FI NAME: SUNWEST BANK
ID CODE: 122228003
ADDRESS: 2050 MAIN STREET, SUITE 300
IRVINE, CA 92614 USA

BENEFICIARY: QUICKSILVER SOFTWARE, INC.
ID CODE: DDA
IDENTIFIER: 201081858
ADDRESS: 18218 E McDURMOTT SUITE D
IRVINE, CA 92614

FI TO FI INFORMATION SWB ACCT WITH WFB# 4000614156

Date: November 5, 2019
Submitted by: Severo M. Balason, Jr., Vice President of Student Services
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval



Board Meeting Date: November 13, 2019

Title of Board Item:

DJ ASH B, Ashley Brown Contract for Professional Services for Disc Jockey Services

Background:

The Taft College Associated Student Organization (ASO) is having a winter formal dance for the TC students on December 12, 2019 and Ashley Brown will be providing disc jockey services for the event.

Terms (if applicable):

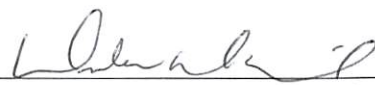
The term of this agreement shall be for December 12, 2019 from 8:00 p.m. to 12:00 a.m.

Expense (if applicable):

The total cost of this service is \$350.00

Fiscal Impact Including Source of Funds (if applicable):

The Associated Student Organization (ASO) general club fund will be used for this expense.

Approved: 
Dr. Debra Daniels, Superintendent/President



CONTRACT FOR PROFESSIONAL SERVICES

This agreement is entered into by and between the WEST KERN COMMUNITY COLLEGE DISTRICT ("District") and DJ ASH B, Ashley Brown ("Independent Contractor"). The agreement is effective November 4, 2019

Recitals

1. District desires to obtain the services of a consultant especially trained and experienced in rendering the following services:

Provide disc jockeying services at the Taft College Winter Formal

(and as may be more particularly described in paragraph 3 of terms below).

2. Independent Contractor is an Independent Contractor especially trained and experienced in providing the services described in recital #1 above.

3. The parties have agreed that the Independent Contractor will provide the personal professional services of Ashley Brown (name) as specified in this Agreement as an Independent Contractor, as available, and not as an employee of the District.

Terms

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Approved.** The above recitals are true and correct.

2. **Length of Agreement.** Independent Contractor shall provide the services

December 12, 2019, through December 13, 2019. All work shall be performed at the following location:

Masonic Temple in Taft, CA 521 North St., Taft CA 93268

3. **Services to be Provided.** The services to be provided to the District by the Independent Contractor include but are not necessarily limited to the following:

Disc Jockey Services: from 8 pm - 8:45 pm Set-up, 9 pm - 12 am. The independent contractor will also bring all necessary equipment including two (2) 16" power speakers, one (1) dance floor light, turn table, and table.

4. **Service Days.** Independent Contractor shall render services on days which the District's Offices are open for business. Services shall be rendered for up to 1 day(s).

5. **Compensation.** Independent Contractor shall be paid the sum of \$350.00 per day not to exceed \$12,000 per year.



CONTRACT FOR PROFESSIONAL SERVICES

Independent Contractor Agreement

Page 2

6. **Hold Harmless Agreement.** Any amounts paid under this Agreement constitute the total compensation for all services rendered by Independent Contractor. The Independent Contractor agrees to pay all Social Security and other income taxes which may accrue by reason of this Agreement, and to indemnify, defend, and hold the District, its officers, agents, and employees harmless from all claims, penalties, damages, liabilities, costs, and expenses including attorney fees, related to Independent Contractor's failure to pay these and similar obligations. Further, since Independent Contractor is acting solely in an Independent Contractor capacity, the Independent Contractor and its staff will not be entitled to and shall not by reason of this Independent Contractor arrangement receive any employee benefits from the District.

7. **Monthly Service Report.** Upon request, Independent Contractor shall submit a monthly service report in writing to the District which shall include a diary showing days and service rendered.

8. **Travel Expenses/Mileage Reimbursement.** The District shall reimburse Independent Contractor for travel expenses/mileage to a maximum of N/A for the entire term at the established rate paid to District employees.

9. **Standards of Ethical Conduct and Confidentiality.** Standards of ethical conduct and confidentiality shall be maintained, and Independent Contractor will not engage in inappropriate contacts or professional conflicts of interest.

10. **Earlier Termination.** District may terminate this Agreement upon providing Independent Contractor with 30 days' prior written notice of such termination.

Executed at _____ California, on the dates shown below.

Date of WKCCD Board Approval:

Budget Code: *Taft College Associated Student Organization General Club Fund*

West Kern Community College District:

Independent Contractor:

By: 
(Signature)

(Signature)

Dr. Debra Daniels
(Printed Name)

(Address)

Superintendent/President
(Title)

(Social Security # or TIN #)

Date: November 5, 2019

Submitted by: Severo M. Balason, Jr., Vice President of Student Services

Area Administrator: Dr. Debra Daniels, Superintendent/President

Subject: Request for Approval



Board Meeting Date: November 13, 2019

Title of Board Item:

Taft Masonic Building Corporation Hall Association Use and Event Agreement with Taft College

Background:

The Taft College Associated Student Organization (ASO) is having a winter formal dance for the TC students on December 12, 2019.

Terms (if applicable):

The term of this agreement shall be for December 12, 2019 from 11:00 a.m. to 12:00 a.m.


Expense (if applicable):

The total cost of this service is \$200.00

Fiscal Impact Including Source of Funds (if applicable):

The Associated Student Organization (ASO) general club fund will be used for this expense.

Approved: _____


Dr. Debra Daniels, Superintendent/President



HALL ASSOCIATION USE AND EVENT AGREEMENT

Taft Masonic Building Corporation _____ (“Hall Association”) agrees to permit the Licensee named below to use the **Premises**, defined below, on a nonexclusive basis, subject to the terms and conditions as outlined below.

1. Licensee:

If an Individual Licensee

Name: _____

CA Driver’s License No.: _____

(Or other government-issued identification)

If an Entity Licensee

Entity Name: Taft College ASO

Authorized Representative Name: Mariah Nevarez

California Corporation: Yes No

If not a California corporation, describe: _____

2. Premises

This use agreement pertains to the particular portion of the grounds and facilities located at:

521 North St, Taft, CA 93268 (the “Hall Property”).

[Hall Address]

Facilities to be used (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Lodge Room | <input checked="" type="checkbox"/> Dining Room |
| <input checked="" type="checkbox"/> Kitchen | <input type="checkbox"/> Office Space |

Parking (Describe: _____)

Storage (Describe: _____)

Other (Describe: _____)

3. Event:

Licensee will use the Premises only for the purpose of:
(Describe event/specify food & beverage below.)

Winter Formal Dance

Event Date: Dec 12, 2019 Time: 11:00am to 12:00am ("Event Time")
(Include a.m./p.m. Times above include set up, tear down, and clean up.)

Maximum Number of Attendees: 288
(This number cannot exceed the Hall Property's capacity.)

Requirements:

The following requirements are provided by and at the sole expense of the Licensee. The Hall Association reserves the right to approve any and all of the Licensee's personnel (including food and beverage providers).

Required personnel for safety and security:

Other:

Alcohol: will be served will not be served

If alcoholic beverages are to be served, the Licensee will, in addition to hiring the necessary/required security personnel, ensure that it (or its caterer) has the applicable license and that all alcoholic beverages are served and consumed in accordance with the California State Alcohol Beverage Control laws.

4. Fee and Payment Terms:

Security Deposit: \$ (Due Upon Signing)
Event Fee: \$ (Due Business Days Prior to Event Date)
Other Fees: \$ (Due Business Days Prior to Event Date)

Total due upon completion of the agreement: \$.

See further payment and cancellation terms below.

5. Insurance:

The Licensee is responsible for all costs of insurance. In order for the Hall Association to reserve the Premises for the Licensee, the Licensee shall provide to the Hall Association a Certificate of Insurance, in a form and with such insurer(s) as is acceptable to the Hall Association, certifying that the following coverages and minimum limits will be in effect during the Event Time.

1. *General Liability Insurance: Limit of at least \$1 million per occurrence, including not limited to claims for bodily injury, personal injury and property damage.*
2. *Worker's Compensation Insurance: In compliance with all statutory requirements.*
3. *Business Auto Liability (if applicable and required by Hall Association): At least \$1 million combined single limit.*
4. *Liquor License: If alcoholic beverages are served, liquor liability coverage with a limit of at least \$1 million.*

With respect to each of the above, Licensee shall cause its insurer to: (i) add Hall Association as an additional insured (with the exception of Worker's Compensation); and (ii) waive subrogation against Hall Association.

6. Other Terms and Conditions:

(a) *Payment/Reservation of Premises/Non-Exclusive License.*

Upon the Hall Association's receipt of (i) the Security Deposit, (ii) the Certificate of Insurance described in Section 5, (iii) any bonds, permits, licenses or certificates required for the Event, and (iv) this Agreement signed by both parties, the Hall Association will hold the Premises in reserve for the Licensee for the Event Time. Upon the Hall Association's further receipt from the Licensee of all fees due prior to the Event, the Hall Association grants permission to the Licensee to use, during the Event Time, the Premises on the terms and conditions of this Agreement. This grant of permission constitutes a nonexclusive license, and nothing in this Agreement shall be deemed to give the Licensee an interest in the Premises other than a nonexclusive license.

(b) *Use.*

The Licensee shall use the Premises: (i) for the agreed upon purpose described in Section 3 and for no other purpose; (ii) only in accordance with all applicable laws (including but not limited to the Americans with Disabilities Act, fires codes, food and beverage requirements, liquor laws, and noise ordinances) and the Hall Association rules and regulations (a copy of which has been provided to the Licensee); and (iii) in a manner that does not create damages, waste, or a nuisance to the Premises or to the Hall Property, or disturb occupants or cause damage to neighboring premises or properties. The Licensee does not have the right to use Hall Association trademarks, copyrights, or branding without the Hall Association's prior written approval. Events in which minors will be present must have sufficient adult chaperones present. All minors will be supervised by adults at all times. No minors shall be allowed to enter the kitchen or service areas. Smoking is not permitted on the Premises or in the Hall Property.

Prohibited smoking includes: (a) the use of cigarettes, cigars, pipes of any kind, and electronic smoking devices, whether or not they contain nicotine; and (b) marijuana smoking, including medical marijuana.

(c) Equipment/Condition of the Premises.

The Licensee is responsible for all equipment that it, its personnel, vendors, and participants bring to the Premises, and shall ensure that such equipment is used safely. The Licensee shall not permit any third party to injure or deface the Premises, to drive or permit to be driven, any nails, hooks, tacks, staples, or screws in any part of the Premises, or to make any alterations of any kind to the Premises. Any of the Licensee's property remaining at the Premises after the Event are deemed surrendered and abandoned to the Hall Association, and the Hall Association will dispose of such property at its discretion.

(d) Termination Prior to Event Time.

If the Licensee cancels this Agreement at least 30 days prior to the Event Date by written notice to the Hall Association, the Hall Association shall return the Security Deposit paid less any costs incurred by the Hall Association in anticipation of the event. In the event that the Licensee cancels this Agreement within 30 days of the Event Date, the Hall Association may retain the Security Deposit (and any other fees paid) as liquidated damages and not a penalty. The Licensee will also pay the Hall Association upon receipt of a written demand for all other reasonable costs, expenses, and damages incurred by the Hall Association as a result of such cancellation.

(e) Vacation of Premises by Licensee; Immediate Termination.

At any time, for any reason or no reason, the Hall Association, without liability for damages, indictment, or prosecution may require the Licensee or any of its personnel or participants to leave the Premises immediately and surrender its right of use hereunder, or may otherwise provide some security or impose other measures (including forcible removal of persons or property). In addition, the Hall Association may terminate this Agreement effective upon the date stated in the written notice to the Licensee if: (i) the Licensee fails to timely provide written evidence of insurance and all required bonds, permits, and/or licenses; (ii) the Licensee fails to timely pay any amounts due hereunder, or otherwise defaults hereunder; or (iii) the Licensee voluntarily or involuntarily files for bankruptcy, makes a general assignment for the benefit of creditors, has a receiver appointed, or is otherwise insolvent. In the event of termination of this Agreement by the Hall Association, the Hall Association may retain the Security Deposit (and any other fees paid) and the Licensee will pay all damages incurred by the Hall Association, included but not limited to, attorneys' fees and costs to recover amounts due. Sections 6 (f), (g) and (i) shall survive the termination of this Agreement.

(f) Disclaimer; Release; Limitation of Liability.

The Licensee acknowledges and agrees that it is accepting the Premises in ON A NONEXCLUSIVE, AS-IS, WHERE-IS BASIS, WITHOUT ANY WARRANTIES, AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND AGREES TO ASSUME ALL RISKS OF USE OF THE FACILITIES AND PREMISES INCLUDING, BUT NOT LIMITED TO, WEATHER CONDITIONS, ACCESS, LOSS, DAMAGE, OR THEFT, HOWEVER CAUSED. The Licensee hereby releases the Hall Association and its officers, trustees, members, employees, contractors, and agents (collectively, "Hall Personnel") from, and agrees it will not assert, any and all claims against the Hall Association and Hall Association Personnel as a result of such loss or damages. THE HALL ASSOCIATION AND HALL ASSOCIATION PERSONNEL ARE NOT LIABLE TO THE LICENSEE, ITS PERSONNEL, AND/OR PARTICIPANTS FOR ANY DAMAGES OF ANY KIND TO ANY PERSON OR PROPERTY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS, COVER, LOSS OF USE, ACCESS, OR FAILURE TO REALIZE BENEFITS), WHETHER OR NOT FORESEEABLE.

(g) Reimbursement/Indemnification.

The Licensee shall reimburse the Hall Association (first by the Hall Association's retention of a portion or all of the Security Deposit and if necessary thereafter through additional payments to the Hall Association), upon demand, for all costs, expenses, and damages the Hall Association incurs as a result

of this Agreement, including any damages caused to the Premises, the Hall Property, hall facilities, other property, Hall Personnel, or any other person(s). The Licensee shall indemnify, hold harmless, and defend the Hall Association and Hall Personnel, from and against any and all claims, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities, including but not limited to injury to or death of person(s) or damage to any property arising out of, or in connection with, the use of the Premises by the Licensee or any of its personnel, participants, agents, or representatives.

(h) No Transfer or Assignment.

This agreement is limited to the Licensee. Any attempt to transfer or assign this Agreement shall invalidate and terminate the Agreement immediately.

(i) Surrender; Condition of Premise.

As liquidated damages and not as a penalty, the Licensee shall pay the Hall Association \$500.00 per hour for each additional hour beyond the end of the Event Time for holding over. Upon termination of this Agreement, whether by forfeiture, lapse of time, or otherwise, or upon the termination of Licensee's right to use the Premises, the Licensee will at once surrender and deliver up the Premises to the Hall Association, broom clean, in good order. "Broom clean" means free from all debris, dirt, rubbish, personal property of Licensee, oil, grease, tire tracks, or other substances, inside and outside of the Premises.

(j) Force Majeure.

Neither party will be liable for performance delays or non-performance due to causes beyond reasonable control.

(k) Notice.

All notices required under or regarding this Agreement will be in writing and will be sent to the signatory of the party at the address set out below.

(l) Non-Waiver; Severability; Integration; Amendment; Authority.

Neither party's failure to exercise any of its rights under this Agreement will constitute a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected. This Agreement contains all of the agreements of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to such matter shall be effective. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. The Licensee acknowledges and agrees that it is authorized to sign this Agreement and bind the Licensee and execution of this Agreement does not conflict with any other obligations or restriction affecting the Licensee.

(m) Jurisdiction; Venue.

This agreement is made under and will be construed in accordance with the laws of California without giving effect to that state's choice of law rules. The venue lies exclusively in the state and federal courts located in County (*insert applicable county*), California.

(n) No Joint Venture.

Nothing in this Agreement is intended to nor shall be deemed to establish the parties hereto as partners, coventurers, or principal and agent with one another.

7. Confirmation of Hall Association Use and Event Agreement

IN WITNESS WHEREOF, the parties executed this Agreement on 28th (day) of October (month), 2019 (year).

By:  (Authorized Signature)

By: _____ (Authorized Signature)

Print Name: Charles Lung

Print Name: _____

Title: Secretary

Title: _____

Address for Notice: _____

Address for Notice: _____

521 North St, Taft, CA 93268

Telephone: 714-469-0560

Telephone: _____

Email: taftmasons.com

Email: _____

*Event Day Emergency Contact Information
(If other than above telephone number and email):*

Print Name: _____

Print Name: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

ADMINISTRATOR: LICENSE # **0451271**
Keenan & Associates
 901 Calle Amanecer, #200
 San Clemente, CA 92673
 800-654-8102
 www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:
West Kern Community College District
 29 Cougar Court
 Taft CA 93268

ENTITIES AFFORDING COVERAGE:
 ENTITY A: **Statewide Association of Community Colleges**
 ENTITY B:
 ENTITY C:
 ENTITY D:
 ENTITY E:


THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SWC 00103-33	7/1/2019 7/1/2020	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 00103-33	7/1/2019 7/1/2020	\$ 5,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 00103-33	7/1/2019 7/1/2020	\$ 10,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 00103-33	7/1/2019 7/1/2020	\$ 5,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 For the Hall Association Use and Event Agreement between Taft Masonic Corporation and Taft College ASO, for the use of facilities at: 521 North St., Taft, CA 93268 for Winter Formal Dance on December 12, 2019.

CERTIFICATE HOLDER:
Masons of California
 Taft Masonic Building Corporation
 521 North St.
 Taft CA 93268

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
West Kern Community College District	SWC 00103-33	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Masons of California
Taft Masonic Building Corporation
521 North St.
Taft CA 93268

As Respects:

For the Hall Association Use and Event Agreement between Taft Masonic Corporation and Taft College ASO, for the use of facilities at: 521 North St., Taft, CA 93268 for Winter Formal Dance on December 12, 2019.



Authorized Representative

Issue Date: 11/5/2019

Date: October 9, 2019
Submitted by: Dr. Leslie Minor, Vice President of Instruction 
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Ratification

Board Meeting Date: November 13, 2019

Title of Board Item:

Agreement between the Chabot-Las Positas Community College District on behalf of its California Early Childhood Mentor Program and Taft College for 2019-20

Background:

The attached agreement between the Chabot-Las Positas Community College District on behalf of its California Early Childhood Mentor Program and Taft College is to provide coordination of local efforts and participation in the mentoring program. Becky Roth will serve as the College Coordinator for 2019/20 and will be responsible for the activities listed in Attachment A.

Terms (if applicable):


July 1, 2019 - June 30, 2020

Expense (if applicable):

None for Taft College. The Mentor Program will pay Becky Roth \$500 directly.

Fiscal Impact Including Source of Funds (if applicable):

None.

Approved: 

Dr. Debra Daniels, Superintendent/President

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of December 5, 2018, for the contract term beginning August 1, 2018, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Taft College/West Kern Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on Tuesday, December 4, 2018.

Appropriation or Grant Number CN180198

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 06-1516) for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: 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 mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on July 1, 2019 and terminate June 30, 2020 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.
 - a. Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.
5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services

agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.
7. TERMINATION: 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.
8. WRITTEN NOTICE: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.
 - a. Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.
9. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.
10. SEVERABILITY: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
11. NON-WAIVER: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
12. NO AUTHORITY TO BIND DISTRICT: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.
13. AMENDMENTS: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.
14. CONFLICT OF INTEREST: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to

execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.
16. **INDEMNIFICATION:** District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
 - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
 - b. Contractor's obligations under this section 16 shall survive the termination of this Agreement.
17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.
18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment

and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. BUDGET CONTINGENCY: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

By:


Signature of CLPCCD person authorized to execute agreement

Print Name: Doug Roberts


Title: Vice Chancellor Business Services

Date:

7-20-19

"Contractor"

By:



Signature

Print Name:

Dr. Debra Daniels

Title: Superintendent/President

29 Cougar Ct., Taft, CA 93268

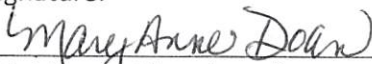
Address:

10-11-19

Date:

Recommended By:

Signature:



Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:

9/19/2019



Attachment A
Taft College/West Kern Community College District
July 1, 2019 – June 30, 2020

Bakersfield College will take the lead in the Kern County Regional Early Childhood Mentor Program, which includes Taft College. A Regional Program requires individual contracts between each participating College/District and the Chabot-Las Positas Community College District.

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local, Regional and College Coordinators to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$500 for the Contractor's College Coordinator. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B and D are not fulfilled in a timely manner.
 4. \$150 for printing and copying costs for program implementation or Mentor materials. The Contractor's Coordinator may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- B. The signed **Designation of Coordinator form** and this signed **Letter of Agreement** must be submitted to the District no later than **January 3rd of this contract year**. The College Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
- C. The lead college agrees to designate a Regional Coordinator. The Regional Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community, and updating coordinating supervisor and department heads where applicable regarding the Mentor Program.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.

3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections F and G below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee which shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit), a representative from the local QRIS, other early childhood professionals as needed such as an R and R representative, or from an advocacy group such as the Local Planning Council, etc. The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but *mandatory* for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **May 1st of each contract year**.
12. Notifying all New and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting. The amount of mentors and budget will be based on varying criteria and should not be expected to increase annually.
13. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
14. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

15. Facilitating or arranging for facilitation by Mentors or Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront

in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.

16. Facilitating or arranging for facilitation on a rotating basis with Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be sent to the main office quarterly.
17. Providing Mentor and Director Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
18. Ensuring that facilitators for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
19. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

20. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
21. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
22. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s), and that the Mentor Program cannot accommodate all alternative practicum placements, and is a supplemental program for only a portion of placements up to the budget limit for the college.
23. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
24. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
25. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

California Early Childhood Mentor Program

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Payments

26. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
27. Making and enforcing deadlines with all Mentors and Mentor Directors for dates when their forms must be submitted to the Regional Coordinator.
28. Submitting all forms approving the placement within 30 days of placement beginning.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting to the District no later than **June 1st of each contract year**.
31. Submitting all requests for reimbursement to the District no later than **June 1st of each contract year**.
32. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.
33. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
34. Applying for and utilizing Supplemental Support Funding (for Large Area programs and/or Director Seminars) if appropriate.
35. Applying for and utilizing Innovative funding for leadership, professional development or communities of practice activities if appropriate.
36. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District. Reports are due by June 1st of the contract year.

Evaluations

37. Facilitating program evaluation. Compiling all evaluations and making them accessible to the main office.
38. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

39. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
40. Completing and submitting to the District all Annual Reporting materials on or before **June 1st of each contract year**.

Mentor Program Meetings

41. Attending all required Coordinator online meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

43. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.
44. Maintaining program data and records in archives for five years.

D. Contractor will designate a College Coordinator to perform the following functions:

1. Place students with Mentors, act as intermediary between the student and Mentor, and monitor the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
2. Collect student evaluations of Mentors and provide the Regional Coordinator—in a timely and accurate manner—with any data necessary for the monthly, quarterly or annual reports.
3. Serve on the regional Selection Committee.
4. Facilitate the evaluation of the statewide program.

E. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.

F. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:

1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
2. The two unit Mentor Teacher/Adult Supervision Course, as described in Sections C.2 and E in this Attachment.
3. Two years of experience as a classroom teacher or family child care provider.
4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
5. The Mentor Application (see Program Manual) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching

California Early Childhood Mentor Program

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practices, or completion of a site review and self-study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R). For those programs who have a current QRIS ECERS-R, ITERS-R, or FCCERS-R done in the last 13 months, the Harms and Clifford assessment by the Mentor Selection Committee shall be waived. For this waiver, only the QRIS assessment may be used.

7. If the applicant has an acceptable score on the assessment referred to in Section F.6 above, and the site has a current 4 or 5 QRIS rating, and passes all the other criteria, this applicant has priority over other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program.

G. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:

1. Three years of experience as a director or site supervisor in a child development program (current or prior).
2. Successful completion of a Director Mentor Information Session Webinar and a Director Mentor Institute as currently described in the Program Manual and as may be reasonably revised by the District. The Director Mentor Applicant may apply prior to attending DMI but must have completed it before mentoring can take place.
3. The Director Mentor Application (see Program Manual) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) or Business Administration Scale (BAS) review, a QRIS Tier Rating (where applicable), and references.
4. Completion of a Program Administration Scale (PAS) or Business Administration Scale (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
5. If the applicant participates in QRIS and has a current 4 or 5 QRIS rating, and passes all of the above criteria, this applicant has priority over all other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program

H. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

I. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.

J. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

California Early Childhood Mentor Program

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Criteria	Ratings				Pts
<p>Idea development: Discussion of logical fallacies from Candide includes identification of the fallacy type and a discussion of the role this fallacy plays in the story.</p>	<p>50.0 pts At least three fallacy types discussed.</p>	<p>40.0 pts Two logical fallacies Essay contains two logical fallacies with strong support and development.</p>	<p>30.0 pts incomplete development</p>	<p>0.0 pts uh oh</p>	<p>50.0 pts</p>
<p>Thesis: https://lib.taftcollege.edu/c.php?g=950582&p=6856025 The thesis is clear, developed, and supported throughout the paper. Focus on specific attribute(s) of the text(s). Make a specific, arguable point (thesis) about these attributes. Defend this point with reasons and evidence drawn from the text and secondary sources.</p>	<p>25.0 pts Thesis is clear, developed, and supported throughout the paper.</p>	<p>13.0 pts There is a thesis, but its defense is incomplete.</p>		<p>0.0 pts No Marks</p>	<p>25.0 pts</p>
<p>Research: Find evidence that supports your thesis. This evidence may include: Opinions of other critics. Discussion of the text's use of critical thinking and logical fallacy. Discussions in books or articles about your text. Discussions in books and articles about theories related to your argument.</p>	<p>50.0 pts Reference to at least three pieces of literary criticism are present in this paper. MLA citations are used effectively and accurately. Student has signaled in and signaled out effectively when introducing a piece of research.</p>	<p>30.0 pts Two or fewer pieces of research/literary criticism are referenced. MLA is used correctly throughout. Student has signaled in and signaled out effectively, but has not used enough research to support claims.</p>	<p>15.0 pts Errors in MLA Perhaps all of the references are present, but there are distracting MLA citation style or formatting errors. I reserve this low grade for such circumstances.</p>	<p>0.0 pts missing sufficient references or MLA citations</p>	<p>50.0 pts</p>
<p>Support: In addition to support for your thesis in sources you have located in your research, you will use support directly from the text, such as direct quotations, summaries of scenes, paraphrased ideas. Reminder: Do not summarize the plot. You are writing an analysis, not a review or summary.</p>	<p>50.0 pts Direct reference to ideas and passages from the text are present and used to support thesis.</p>		<p>25.0 pts Direct references to two or fewer pieces</p>	<p>0.0 pts No Marks</p>	<p>50.0 pts</p>

Criteria	Ratings			Pts
Edit paper for the details: Check coherence, spelling, punctuation, logic and flow.	25.0 pts Three or fewer editing errors present in this analysis paper,	13.0 pts More than four errors in editing present	0.0 pts More than six errors in editing present	25.0 pts
Total Points: 200.0				

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78044367	10/03/2019	A00201773	American Association of Comm	I0059524	10001711	11000	110	5210	66003	6,576.00
78044368	10/03/2019	A00269058	Aramark Uniform Services	I0059513	60226921	11000	431	5870	65100	229.92
						11000	205	5870	12042	12.00
						39000	314	5870	64991	18.00
78044369	10/03/2019	A00200063	Austin's Pest Control, Inc.	I0059514	SEP 19	11000	431	5860	65100	455.00
78044370	10/03/2019	A00200107	Bright House Networks	I0059517	06404950	31000	423	5840	69100	124.97
78044371	10/03/2019	A00200109	Brown & Reich Petroleum, Inc	I0059518	9610	11000	432	4316	67703	334.76
78044372	10/03/2019	A00200143	Carlson, Kamala A.	I0059544	20	31000	423	4110	69100	3,600.00
78044373	10/03/2019	A00200146	Carolina Biological Supply C	I0059520	50798605	11000	209	4311	04014	93.41
78044374	10/03/2019	A00200161	CDW-G	I0059528	TXH5275	11000	209	4313	04013	0.01
						11000	209	4313	04013	0.01
						11000	209	4313	04013	19.14
						11000	209	4313	04013	111.07
						11000	209	4313	04013	17.71
				I0059529	TXM9210	35000	360	5631	67701	73.72
				I0059530	TXW6771	11000	209	4313	04013	148.62
				I0059553	TWK9954	11000	113	4310	67801	26.95
						11000	113	4310	67801	15.98
78044375	10/03/2019	A00200181	City of Taft	I0059546	10.01.19	31000	423	5850	69100	96.81
78044376	10/03/2019	A00200190	Collegesource, Inc	I0059559	28406	12582	301	5645	67800	5,655.00
78044377	10/03/2019	A00200235	Cutrona, Myisha J.	I0059515	091419	11000	432	5632	67703	400.00
78044378	10/03/2019	A00277845	Double D Cleaning Service	I0059534	053	12560	223	5890	09565	240.00
				I0059535	051	12560	223	5890	09565	265.00
78044379	10/03/2019	A00237331	Dumbrigue, Joanne Lucille V.	I0059560	SEP 19	12551	353	5710	64600	41.88
78044380	10/03/2019	A00258705	El Dorado Trading Group	I0059542	INV24445	31000	423	4310	69100	1,298.95
78044381	10/03/2019	A00202335	Fastenal Industrial & Constr	I0059551	CATAF446	11000	431	4312	65100	485.58
						11000	431	5940	65100	0.00
						11000	431	5940	65100	0.01
78044382	10/03/2019	A00200308	Federal Express Corporation	I0059540	6-743-26	11000	401	5940	67705	25.62
78044383	10/03/2019	A00280401	Flowers Baking Co of Henders	I0059523	20711425	32000	422	4410	69400	31.28
78044384	10/03/2019	A00234624	Garcia Roofing, Inc.	I0059532	789259	11000	434	5632	65100	10,000.00
						11007	431	7910	79002	27,055.00
78044385	10/03/2019	A00203431	Grimes, Jessica R.	I0059545	19	31000	423	4110	69100	600.00
78044386	10/03/2019	A00200645	Hardy Diagnostics	I0059538	2184215	11000	209	4311	04012	94.46
78044386	10/03/2019	A00200645	Hardy Diagnostics	I0059558	2181970	11000	209	4311	04012	474.51
78044387	10/03/2019	A00200655	Henry Schein, Inc.	I0059550	68701316	11000	352	4310	69619	110.47
78044388	10/03/2019	A00304231	Higher Education Services, I	I0059541	HES-1002	31000	423	4110	69100	460.00
						31000	423	5940	69100	21.00
78044389	10/03/2019	A00108728	Issue Trak, Inc	I0059552	TAFT1019	11000	113	5643	67801	1,725.00
78044390	10/03/2019	A00200698	Jones, Diane M.	I0059563	082119	11000	110	5710	66003	46.40
78044391	10/03/2019	A00200715	Kern Electric Distributors	I0059519	574112	11000	431	4310	65100	215.56
78044392	10/03/2019	A00200722	Knight's Services, Inc.	I0059512	00000217	42350	000	5510	71002	206.29
78044393	10/03/2019	A00278548	Natural History Museum	I0059568	548871.	11000	209	5740	04013	211.50
78044394	10/03/2019		Voided Check							
78044395	10/03/2019		Voided Check							
78044396	10/03/2019	A00200498	Office Depot	I0059569	36740590	11000	301	4310	64500	86.00
				I0059570	36617167	12000	340	4310	64951	63.04
				I0059571	36698127	11000	209	4310	04013	221.59
				I0059572	36414131	11000	209	4310	19051	108.08
				I0059573	37365764	11000	210	4310	13052	19.13
				I0059574	37177113	11000	114	4310	70999	158.61

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78044396	10/03/2019	A00200498Office Depot	I0059575	36900445	12643	223	4310	60103	120.97
			I0059576	36901419	12643	223	4310	09565	99.41
			I0059577	37004725	11000	202	4310	60100	56.22
			I0059578	36993023	11000	210	4310	21056	56.01
					11000	210	4313	21056	214.48
			I0059579	36832386	11000	209	4310	17011	30.73
			I0059580	36819241	11000	209	4310	04012	72.47
			I0059581	36818514	11000	209	4310	04014	83.96
			I0059582	36759976	11000	421	4310	67200	32.97
					11000	401	4310	67704	165.62
			I0059583	37813711	11000	421	4310	67200	238.99
			I0059584	37811576	12401	353	4310	64600	151.91
			I0059585	37734886	11000	209	6412	17016	719.64
					11000	209	4311	17016	23.86
			I0059586	37678104	11000	306	4310	49306	66.37
			I0059587	37178718	11000	208	4310	15011	58.00
			I0059588	37648368	39000	314	4311	64991	125.66
			I0059589	37527702	11000	209	4310	04011	59.59
			I0059590	37479305	11000	202	4310	60100	55.71
			I0059591	37458310	11000	213	4310	10022	66.33
			I0059592	37301866	12643	223	4310	09565	63.90
			I0059593	38012049	11000	352	4310	69610	80.79
			I0059594	37920511	12495	319	4310	61900	130.14
78044396	10/03/2019	A00200498Office Depot	I0059595	37562486	12477	203	4310	61200	130.46
			I0059596	37018111	11000	110	4310	66003	64.57
			I0059597	37017171	11000	110	4310	66003	189.70
			I0059598	37973550	11000	353	4310	64600	29.99
					11000	353	4310	64600	0.00
			I0059599	37998655	12000	311	4310	64200	96.47
			I0059600	37962456	11000	224	4310	60200	71.99
			I0059601	37935703	11000	210	4310	13052	73.64
			I0059602	37919786	11000	209	4310	17017	10.77
78044397	10/03/2019	A00200502Orange Belt Stages	I0059549	121032	11000	352	5750	69610	4,240.00
78044398	10/03/2019	A00288637Otis Elevator Company	I0059511	SJB05744	11000	431	5641	65100	634.65
78044399	10/03/2019	A00200508P. G. & E.	I0059566	091519	31000	423	5830	69100	8.39
					31000	423	5820	69100	1,165.09
78044400	10/03/2019	A00201782Rodenhauser, Debora A.	I0059567	091919	11000	213	4311	10021	119.28
78044401	10/03/2019	A00200472Scantron Corporation	I0059521	6413644	11000	205	4310	12042	99.82
78044402	10/03/2019	A00200481Sehi Computer Products	I0059527	10019498	11000	358	6415	62100	1,147.58
					11000	358	6415	62100	335.89
78044403	10/03/2019	A00255612Simon & Schuster, Inc.	I0059543	02468473	31000	423	4110	69100	317.47
78044404	10/03/2019	A00200394Sport & Cycle	I0059548	217308	11000	209	4310	08352	1,587.08
					11000	209	4310	08352	990.84
78044405	10/03/2019	A00200400Stinson's	I0059525	886113-0	11000	209	4318	19051	73.78
					11000	113	4310	67801	63.00
			I0059526	886703-0	12495	319	4318	61900	140.06
			I0059554	884311-0	12000	318	4318	64800	99.61
					12000	318	4318	64800	115.22
					12000	318	4318	64800	324.81
					11000	302	4318	63100	140.07
					11000	302	4318	63100	393.35

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					12401	353	4310	64600	278.53			
					12401	353	4310	64600	70.92			
					11000	202	4318	60100	32.62			
			I0059555	885837-0	11000	207	4318	08351	309.62			
					11000	207	4318	49999	115.22			
					11000	202	4318	60100	55.75			
					11000	202	4318	60100	49.31			
					11000	202	4318	60100	31.46			
					11000	113	4310	67801	8.35			
					11000	113	4310	67801	3.58			
					11000	113	4310	67801	6.52			
					11000	113	4310	67801	5.44			
					11000	113	4310	67801	119.67			
78044406	10/03/2019	A00200417	Sysco Food Service of Ventur	I0059510	17994998	32000	422	4410	69400	10,371.24		
						32000	422	4411	69400	1,073.74		
78044406	10/03/2019	A00200417	Sysco Food Service of Ventur	I0059510	17994998	32000	422	4411	69400	2,923.43		
						32000	422	5940	69400	38.16		
78044407	10/03/2019	A00200423	Taft City School District	I0059516	20-035	11000	432	4310	67703	762.80		
						11000	432	5632	67703	379.50		
						11000	432	5850	67703	30.00		
				I0059531	20-029	12562	223	4312	60103	888.23		
						11000	432	4310	67703	331.37		
						11000	432	5632	67703	138.00		
78044408	10/03/2019	A00200862	Taft College Bookstore	I0059522	3485	11000	205	4310	12042	232.75		
78044409	10/03/2019	A00200862	Taft College Bookstore	I0059547	3973	39000	312	4310	64991	257.08		
78044410	10/03/2019	A00200862	Taft College Bookstore	I0059557	5351	11000	210	4310	13052	60.85		
						11000	210	4310	13053	28.93		
						11000	209	4310	04013	155.51		
78044411	10/03/2019	A00200862	Taft College Bookstore	I0059561	091019	11000	000	7211	00000	367.71		
78044412	10/03/2019	A00200862	Taft College Bookstore	I0059564	090919	11000	000	7211	00000	80,674.71		
78044413	10/03/2019	A00201977	TouchNet	I0059565	6110032	11000	421	5642	67200	68,732.00		
78044414	10/03/2019	A00200282	True Value Home Center	I0059533	414397	11000	431	4310	65100	690.36		
						11000	431	4310	65300	11.79		
						11000	431	4312	65500	267.55		
						35827	357	4310	69700	97.40		
						35819	357	4310	69700	19.60		
78044415	10/03/2019	A00200355	West Kern Water District	I0059539	09-13-19	33428	310	5810	69200	89.72		
78044416	10/03/2019	A00275443	WestAir Gases & Equipment In	I0059536	10933843	12643	223	4311	09565	184.52		
						10933747	12643	4311	09565	77.54		
						I0059562	80268923	12560	223	4311	09565	515.68
78044417	10/03/2019	A00200360	Westec	I0059556	26721	12450	204	5987	70990	35.00		
78044418	10/08/2019	A002000164	Imprint	I0059611	7685724	12643	223	4310	60103	4,638.66		
						I0059653	7649567	31000	423	4310	69100	5,249.90
							31000	423	5940	69100	220.25	
78044419	10/08/2019	A00248932	Abtech	I0059636	1909029-	11000	113	6412	67801	3,817.66		
78044420	10/08/2019	A00292936	Albertson's LLC	I0059647	17769009	33429	310	4410	69200	137.04		
						I0059678	17768909	39000	314	4311	64991	134.84
78044421	10/08/2019	A00203579	Alcorn Aire, Inc.	I0059675	54637	11000	431	4310	65100	328.19		
78044422	10/08/2019	A00200053	Apple Computer Inc.	I0059635	AA215519	11000	110	6415	66003	2,310.80		
							11000	110	6415	66003	675.62	
78044423	10/08/2019	A00202445	AT&T Mobility	I0059691	091819	39000	314	5840	64991	193.55		

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78044424	10/08/2019	A00200063Austin's Pest Control, Inc.	I0059610	SEP. 19	12560	223	5860	09565	55.00
			I0059642	SEP '19	39000	314	5860	64991	100.00
78044425	10/08/2019	A00250001Blake, Paul A.	I0059695	092019	11000	209	4311	09011	143.65
78044426	10/08/2019	A00072599Bledsoe, Adam W.	I0059634	082019	11000	224	4310	60200	42.98
			I0059696	092619	11000	224	5710	60200	145.00
78044427	10/08/2019	A00200107Bright House Networks	I0059603	091019	39000	314	5870	64991	70.99
78044428	10/08/2019	A00200107Bright House Networks	I0059612	06378770	12560	223	5645	09565	309.93
78044429	10/08/2019	A00200109Brown & Reich Petroleum, Inc	I0059629	9611	39000	314	4316	64991	309.03
78044430	10/08/2019	A00099735Burch, Kelsey	I0059689	SEP 19	39000	314	5710	64991	36.31
78044431	10/08/2019	A00200119C.A. Reding Company, Inc.	I0059633	528621	11000	113	4318	00000	379.57
			I0059638	527900	11000	113	4318	00000	225.23
78044432	10/08/2019	A00200127California Dept. of Educatio	I0059657	3900086	31000	423	4110	69100	2,085.25
					31000	423	5940	69100	102.84
78044433	10/08/2019	A00210927CareerAmerica, LLC	I0059617	0031-03	12000	353	5970	64600	3,350.00
78044434	10/08/2019	A00200146Carolina Biological Supply C	I0059631	50819407	11000	209	4311	04011	79.90
78044435	10/08/2019	A00202343CCN Financial Services Inc.	I0059648	9721	12401	353	5210	64600	1,954.69
78044436	10/08/2019	A00200161CDW-G	I0059641	VB0679	11000	113	4312	67801	464.66
					11000	113	4312	67801	60.36
78044437	10/08/2019	A00201051Central Sanitary Supply	I0059684	1005120	33428	310	4310	69200	186.23
78044438	10/08/2019	A00202280Chaidez, Joell C.	I0059680	091919	11000	306	5710	49306	522.72
78044439	10/08/2019	A00200200Computerland of Silicon Vall	I0059619	264567	11000	113	5642	67801	34,411.00
78044440	10/08/2019	A00278562DAI Source	I0059630	112721	11000	113	5642	67801	4,511.73
					11000	202	5642	60100	4,511.73
78044441	10/08/2019	A00258705El Dorado Trading Group	I0059652	INV24466	31000	423	4310	69100	218.46
					31000	423	5940	69100	8.10
78044442	10/08/2019	A00200307Farmer Bros. Company	I0059669	69461401	32000	422	4410	69400	839.51
78044443	10/08/2019	A00202335Fastenal Industrial & Constr	I0059607	CATAF447	11000	431	4310	65100	168.74
78044444	10/08/2019	A00283264Frontier California Inc.	I0059692	79000928	11000	431	5840	65700	784.15
78044445	10/08/2019	A00283264Frontier California Inc.	I0059697	77000928	11000	431	5840	65700	1,008.29
78044446	10/08/2019	A00307514Great River Learning	I0059664	5313889	31000	423	4110	69100	2,740.50
					31000	423	5940	69100	39.33
78044447	10/08/2019	A00200655Henry Schein, Inc.	I0059621	69405416	11000	205	4311	12042	74.14
			I0059622	68902637	11000	205	4311	12042	384.04
			I0059626	69174390	11000	205	4311	12042	3.16
			I0059627	69404459	12651	205	4311	12042	501.22
			I0059682	68770424	12651	205	4311	12042	116.77
78044448	10/08/2019	A00201122Home Depot Credit Services	I0059676	34060913	11000	431	4310	65100	30.37
78044449	10/08/2019	A00292925indiCo, LLC	I0059654	M128671	31000	423	4115	69100	7,606.40
					31000	423	4110	69100	1,225.28
					31000	423	5940	69100	221.38
78044450	10/08/2019	A00297328Jenkins, Nicole E.	I0059693	SEP 19	39000	314	5710	64991	15.49
78044451	10/08/2019	A00200729Landauer, Inc.	I0059625	10071646	11000	205	4311	12042	742.90
78044452	10/08/2019	A00271523Logical Operations, Inc.	I0059656	0104561	31000	423	4110	69100	1,848.96
78044452	10/08/2019	A00271523Logical Operations, Inc.	I0059656	0104561	31000	423	5940	69100	79.28
78044453	10/08/2019	A00253920Mancomm, Inc.	I0059650	439839	31000	423	4110	69100	535.35
					31000	423	5940	69100	81.66
78044454	10/08/2019	A00302532Martinez, Windy	I0059679	091919	12563	319	5710	63900	196.00
78044455	10/08/2019	A00227772MBS Textbook Exchange, Inc.	I0059665	47-48398	31000	423	4110	69100	29.67
					31000	423	4115	69100	490.50
					31000	423	5940	69100	109.08
78044456	10/08/2019	A00200559McMurray, Robert B.	I0059687	100319	11000	401	5990	67200	45.00

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78044457	10/08/2019	A00308756	Montgomery Hardware Co.	I0059604	724005	11000	431	4312	65100	120.87
78044458	10/08/2019	A00308503	Newton Software, Inc.	I0059606	INV00019	12571	411	5985	67300	333.00
78044459	10/08/2019	A00249989	Norris, William L.	I0059660	090219	31000	423	4310	69100	19.36
						31000	423	4321	69100	110.72
78044460	10/08/2019	A00252523	Oak Hall Cap and Gown	I0059658	1913076	31000	423	4310	69100	410.10
						31000	423	5940	69100	16.74
78044461	10/08/2019	A00271462	OCLC, Inc.	I0059670	00006780	12477	203	5643	61200	4,500.29
78044462	10/08/2019	A00200498	Office Depot	I0059659	37005639	31000	423	4321	69100	117.99
						36929303	11000	208	4310	15010
78044463	10/08/2019	A00274574	Penguin Random House LLC	I0059651	10800620	31000	423	4110	69100	1,453.44
						31000	423	5940	69100	11.00
78044464	10/08/2019	A00200521	Pens Etc.	I0059655	453074-0	31000	423	4310	69100	1,083.78
78044465	10/08/2019	A00200522	Pepsi-Cola Company	I0059668	20816104	32000	422	4410	69400	2,567.23
78044466	10/08/2019	A00200536	Praxair Distribution, Inc.	I0059623	89533338	11000	205	5641	12042	492.45
78044467	10/08/2019	A00270674	Public Agency Law Group	I0059686	092219	42350	000	5430	71003	5,288.84
						11000	401	5430	67200	1,127.20
78044468	10/08/2019	A00200985	Rangel-Escobedo, Juana R.	I0059620	092619	12653	301	5710	63900	199.12
						091519	11000	211	5710	49999
78044469	10/08/2019	A00201036	Russell, Harold	I0059616	091619	11000	358	5710	62100	645.58
78044470	10/08/2019	A00292796	Safe 1 Credit Union	I0059683	43770913	31000	423	5910	69100	2.40
78044471	10/08/2019	A00242395	Salazar, Jessica	I0059690	SEP 19	39000	314	5710	64991	35.79
78044472	10/08/2019	A00285838	Sammy's Detail	I0059677	638	11000	432	5632	67703	220.00
78044473	10/08/2019	A00200481	Sehi Computer Products	I0059632	I0019551	11000	113	6415	67801	1,137.49
78044474	10/08/2019	A00200393	Sparkletts	I0059624	091919	11000	205	5641	12042	226.58
78044475	10/08/2019	A00200393	Sparkletts	I0059639	09/19/19	11000	113	4310	67801	72.70
78044476	10/08/2019	A00200393	Sparkletts	I0059672	091319	11000	223	4410	60103	152.66
78044477	10/08/2019	A00237176	SSD Systems	I0059640	R-001444	11000	205	5641	12042	117.75
						11000	113	5641	67801	605.10
						11000	113	5641	67801	605.10
						11000	113	5641	67801	605.10
78044478	10/08/2019	A00200400	Stinson's	I0059649	R-001475	31000	423	5880	69100	59.34
78044479	10/08/2019	A00200417	Sysco Food Service of Ventur	I0059637	887339-0	11000	358	4318	62100	123.06
						17995416	33429	310	4410	69200
						17995595	32000	422	4410	69400
						32000	422	4411	69400	1,025.92
						32000	422	4411	69400	2,631.06
						32000	422	5940	69400	9.97
78044480	10/08/2019	A00200423	Taft City School District	I0059681	17997058	32000	422	6414	69400	4,874.83
						20-036	11000	432	4310	67703
						11000	432	4316	67703	5.00
78044480	10/08/2019	A00200423	Taft City School District	I0059615	20-036	11000	432	5850	67703	5.00
						11000	432	5632	67703	172.50
78044481	10/08/2019	A00200862	Taft College Bookstore	I0059613	8652	12000	303	4323	64300	220.75
78044482	10/08/2019	A00200862	Taft College Bookstore	I0059614	9707	12000	303	4310	64300	373.19
						12000	303	4310	64300	237.02
						12000	303	7604	64300	6,486.21
78044483	10/08/2019	A00200862	Taft College Bookstore	I0059618	8621	11000	113	5940	67801	22.09
78044484	10/08/2019	A00200862	Taft College Bookstore	I0059628	092719	11000	000	7211	00000	146.79
78044485	10/08/2019	A00200862	Taft College Bookstore	I0059661	0107	11000	224	4110	60200	2,331.88
78044486	10/08/2019	A00200862	Taft College Bookstore	I0059662	0138	11000	224	4110	60200	975.98
78044487	10/08/2019	A00200862	Taft College Bookstore	I0059663	2638	11000	224	4110	60200	40.76
78044488	10/08/2019	A00312691	TC State Financial Aid Clear	I0059688	092619	12554	353	7410	73100	303,625.00
						100219	12549	353	7510	64600
										685,305.00

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78044489	10/08/2019	A00256341Terminix	I0059646	38930480	33428	310	5860	69200	145.00
					33528	310	5860	69200	145.00
					33588	310	5860	69200	145.00
78044490	10/08/2019	A00200284U.S. Foods	I0059645	3466997	33429	310	4410	69200	1,840.89
			I0059667	3605189	32000	422	4411	69400	249.08
					32000	422	4410	69400	7,665.72
78044491	10/08/2019	A00200309United Refrigeration, Inc.	I0059605	70412707	11000	431	4312	65100	87.76
					11000	431	5940	65100	19.61
78044492	10/08/2019	A00000456Uribe, Jose	I0059643	JUL 19	39000	314	5633	64991	190.00
78044493	10/08/2019	A00294733West Kern Adult Education Ne	I0059609	09302019	12603	125	7410	73100	69,386.00
78044494	10/08/2019	A00200355West Kern Water District	I0059671	091719	12560	223	5810	09565	342.90
78044495	10/08/2019	A00275443WestAir Gases & Equipment In	I0059608	80273794	12560	223	4311	09565	499.40
			I0059673	10937391	12643	223	4311	09565	4.40
			I0059674	10937457	12643	223	4311	09565	313.77
78044496	10/10/2019	A00288646Amazon Web Services, Inc.	I0059749	30588525	11000	113	5644	67801	650.88
78044497	10/10/2019	A00200043American Express	I0059699	11005092	11000	000	7211	00000	6,571.06
78044498	10/10/2019	A00200437Anderson, Amber D.	I0059752	100719	11000	358	5510	62100	1,200.00
78044499	10/10/2019	A00200053Apple Computer Inc.	I0059746	AB008056	11000	209	6415	17013	0.01
					11000	209	4313	17013	199.00
					11000	209	4313	17013	191.97
			I0059750	AB013334	11000	209	6415	17012	1,827.17
					11000	209	6415	17012	0.01
					11000	209	4310	17012	199.00
78044500	10/10/2019	A00269058Aramark Uniform Services	I0059711	60228359	11000	431	5870	65100	229.92
					11000	205	5870	12042	12.00
					39000	314	5870	64991	18.00
78044501	10/10/2019	A00266398Belden, Rachel C.	I0059761	073119	11000	202	5985	60100	20.00
78044502	10/10/2019	A00200107Bright House Networks	I0059757	06378770	12560	223	5645	09565	309.93
78044503	10/10/2019	A00200119C.A. Reding Company, Inc.	I0059740	529122	11000	224	4318	60200	131.87
			I0059747	529236	11000	113	4318	00000	239.12
78044504	10/10/2019	A00200146Carolina Biological Supply C	I0059745	50835718	11000	209	4311	04011	82.49
78044505	10/10/2019	A00294583Cartwright, Malissa M.	I0059729	100219	12000	303	7606	64300	95.00
78044506	10/10/2019	A00200161CDW-G	I0059722	VCK3283	11000	224	6415	60200	37.74
			I0059751	VBR4122	39000	314	6412	64991	3,025.58
78044507	10/10/2019	A00200243Dick Blick	I0059718	2196993	11000	213	4311	10021	2,265.20
78044508	10/10/2019	A00295000Dominguez, Ana L.	I0059727	100219	12000	303	7606	64300	85.00
78044509	10/10/2019	A00200308Federal Express Corporation	I0059742	6-757-88	11000	113	5940	67801	48.51
					11000	401	5940	67705	40.24
			I0059756	6-750-92	33588	310	5950	69200	25.14
					33588	310	5950	69200	24.66
					11000	353	5940	64600	21.71
78044510	10/10/2019	A00280401Flowers Baking Co of Henders	I0059716	20711426	32000	422	4410	69400	46.48
78044511	10/10/2019	A00277759Goodman, Daniel S.	I0059739	100419	11000	411	5985	67300	74.00
78044512	10/10/2019	A00105896Hill, Laura L.	I0059763	092019	39000	314	4310	64991	12.33
78044513	10/10/2019	A00268809Hill, Regina K.	I0059738	100219	12000	303	7606	64300	85.00
78044514	10/10/2019	A00286904Luevano Flores, Edwin A.	I0059737	100219	12000	303	7606	64300	95.00
78044515	10/10/2019	A00300405Markovits, Aaron	I0059762	091819	39000	314	5740	64991	25.00
78044516	10/10/2019	A00263891Martinez Ceballos, Diego A.	I0059734	100219	12000	303	7606	64300	95.00
78044517	10/10/2019	A00294618McNeil and Associates, LLC	I0059714	21	11000	110	5510	66003	3,150.00
78044518	10/10/2019	A00299989Mejia, German B.	S0047720		11000		9526		1,000.00
78044519	10/10/2019	A00295199Montes, Ana J.	I0059733	100219	12000	303	7606	64300	95.00

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78044520	10/10/2019	A00200498Office Depot	I0059700	58290398	11000	431	4310	65100	232.60
			I0059701	38269531	11000	210	4310	13052	21.89
			I0059702	38241122	11000	213	6411	15091	187.27
			I0059703	38181647	11000	209	4310	04013	90.17
			I0059704	37973525	11000	353	4310	64600	193.04
					11000	353	4310	64600	0.00
			I0059705	37997812	11000	202	4310	60100	70.38
78044521	10/10/2019	A00297372Orozco, Breanna N.	I0059730	100219	12000	303	7606	64300	95.00
78044522	10/10/2019	A00200508P. G. & E.	I0059759	100219	11000	431	5830	65700	27,352.31
78044523	10/10/2019	A00200522Pepsi-Cola Company	I0059715	22062302	32000	422	4410	69400	1,271.10
78044524	10/10/2019	A00284394Perez, Nanette M.	I0059731	100219	12000	303	7606	64300	95.00
78044525	10/10/2019	A00261201Proforma Progressive Marketi	I0059758	BB710093	11000	353	4310	64600	618.78
					11000	353	4310	64600	0.00
					11000	353	4310	64600	0.00
					11000	353	4310	64600	0.00
78044526	10/10/2019	A00298157Ross, Erika B.	I0059732	100219	12000	303	7606	64300	95.00
78044527	10/10/2019	A00280086Rothgeb, Julie J.	I0059755	SEP 19	11000	223	5710	60103	48.72
78044528	10/10/2019	A00285838Sammy's Detail	I0059713	653	11000	432	5632	67703	255.00
78044529	10/10/2019	A00200839School Savers	I0059726	69669	12612	209	4311	17010	116.04
78044530	10/10/2019	A00200481Sehi Computer Products	I0059707	I0019582	11000	113	6415	67801	1,137.49
78044531	10/10/2019	A00200393Sparkletts	I0059754	09-19-19	11000	411	5641	67300	68.70
78044532	10/10/2019	A00308126Spec Seats Intl. Corp.	I0059753	10041129	11000	352	4310	69610	1,055.00
78044533	10/10/2019	A00200419T.C. Clearing Account	I0059708	080119	11000	421	5912	67200	2,780.35
78044534	10/10/2019	A00200419T.C. Clearing Account	I0059709	070119	11000	421	5912	67200	1,581.99
78044535	10/10/2019	A00200423Taft City School District	I0059719	20-037	11000	432	4312	67703	55.00
					11000	432	5632	67703	103.50
					35827	357	4310	69700	1,118.85
					35827	357	5632	69700	172.50
					11000	113	4310	67801	108.06
					11000	113	5632	67801	103.50
					39000	314	4310	64991	3.39
					39000	314	4316	64991	30.00
					39000	314	5632	64991	69.00
					39000	314	5850	64991	5.00
78044536	10/10/2019	A00200862Taft College Bookstore	I0059723	9210	11000	110	4310	66003	17.07
78044537	10/10/2019	A00200832Taft College Foundation	I0059724	437	11000	353	5970	64600	250.00
					11000	358	5970	62100	250.00
78044538	10/10/2019	A00252942TC Federal Financial Aid Cle	I0059725	100319	11000	353	7130	64600	1,234.00
78044539	10/10/2019	A00296589Thompson, Jourdan N.	I0059735	100219	12000	303	7606	64300	85.00
78044540	10/10/2019	A00203989Tipton Cash, Heather M.	I0059764	SEP 19	11000	224	4316	60200	84.45
78044541	10/10/2019	A00293088Tovar, Mireida	I0059736	100219	12000	303	7606	64300	95.00
78044542	10/10/2019	A00200309United Refrigeration, Inc.	I0059720	70412809	35827	357	4310	69700	103.03
			I0059721	70208840	11000	431	6412	69990	1,288.15
78044543	10/10/2019	A00293046Vargas, Selene M.	I0059728	100219	12000	303	7606	64300	95.00
78044544	10/10/2019	A00200338Verizon Wireless	I0059712	98388726	11000	431	5840	65100	85.79
78044545	10/10/2019	A00200338Verizon Wireless	I0059748	98388696	11000	113	5840	67801	74.79
					12551	353	6415	64600	38.01
78044546	10/10/2019	A00293882Victory Global LLC	I0059741	321126	11000	352	4310	69610	353.44
78044547	10/10/2019	A00200343Vistar Corporation	I0059717	56249860	32000	422	4410	69400	680.74
78044548	10/10/2019	A00232538Ward's Natural Science	I0059743	80877327	11000	209	4311	04011	37.54
			I0059744	80877327	11000	209	4311	04011	64.70

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78044549	10/10/2019	A00200356West Side Recreation & Park	I0059706	110119	39000	314	5740	64991	30.00
78044550	10/10/2019	A00201081Westside Waste Management Co	I0059710	99X00356	11000	431	5850	65100	170.38
78044551	10/10/2019	A00308239WEX Inc.	I0059760	61709308	11000	432	4316	67703	141.11
78044552	10/11/2019	A00297630Aguilar, Alexis	S0047961		11000		9526		125.00
78044553	10/11/2019	A00295983Ahmad, Asia	S0047962		11000		9526		125.00
78044554	10/11/2019	A00287126Alonzo, Nicole A.	S0047963		11000		9526		125.00
78044555	10/11/2019	A00297933Alrobiai, Auney	S0047964		11000		9526		125.00
78044556	10/11/2019	A00286760Andersen, Cade C.	S0047965		11000		9526		125.00
78044557	10/11/2019	A00286550Anderson, Kieresten R.	S0047966		11000		9526		125.00
78044558	10/11/2019	A00306511Andrade Arroyo, Andrea	S0047967		11000		9526		125.00
78044559	10/11/2019	A00295154Ashford, Alexis G.	S0047968		11000		9526		125.00
78044560	10/11/2019	A00297553Barbour, Ashley C.	S0047969		11000		9526		125.00
78044561	10/11/2019	A00305805Barella, Caitlin L.	S0047970		11000		9526		125.00
78044562	10/11/2019	A00279367Barretto, Paul X.	S0047971		11000		9526		125.00
78044563	10/11/2019	A00296845Becerra-Carter, Serena	S0047972		11000		9526		125.00
78044564	10/11/2019	A00298578Beltran, Angel A.	S0047973		11000		9526		200.00
78044565	10/11/2019	A00294429Berry, Megan A.	S0047974		11000		9526		125.00
78044566	10/11/2019	A00289476Bockover, Amber M.	S0047975		11000		9526		600.00
78044567	10/11/2019	A00287618Boggan-Knutsen, Charlotte L.	S0047976		11000		9526		125.00
78044568	10/11/2019	A00296476Brambila, Jazmien V.	S0047977		11000		9526		125.00
78044569	10/11/2019	A00301260Broome, Aymee O.	S0047978		11000		9526		125.00
78044570	10/11/2019	A00246581Bustos, Marissa L.	S0047979		11000		9526		125.00
78044571	10/11/2019	A00294392Calderon, Dariana	S0047980		11000		9526		125.00
78044572	10/11/2019	A00301039Cameron, Terry N.	S0047981		11000		9526		125.00
78044573	10/11/2019	A00291400Carrillo, Cassandra	S0047982		11000		9526		125.00
78044574	10/11/2019	A00294583Cartwright, Malissa M.	S0047983		11000		9526		125.00
78044575	10/11/2019	A00305230Castaneda, Jesus	S0047984		11000		9526		125.00
78044576	10/11/2019	A00291278Castillo, Miguel	S0047985		11000		9526		125.00
78044577	10/11/2019	A00300432Cazares, Sharri E.	S0047986		11000		9526		125.00
78044578	10/11/2019	A00294913Cerdeza, Silverio	S0047987		11000		9526		125.00
78044579	10/11/2019	A00298526Chavez-Sanchez, Alondra A.	S0047988		11000		9526		125.00
78044580	10/11/2019	A00302042Chavez-Sanchez, Daisy D.	S0047989		11000		9526		125.00
78044581	10/11/2019	A00281521Clouden, Kimani O.	S0047990		11000		9526		125.00
78044582	10/11/2019	A00297572Combs, Kendall R.	S0047991		11000		9526		125.00
78044583	10/11/2019	A00301215Conder, Katherine	S0047992		11000		9526		200.00
78044584	10/11/2019	A00285161Contreras Salgado, Teresa	S0047993		11000		9526		125.00
78044585	10/11/2019	A00300526Cortez, Nikolas A.	S0047994		11000		9526		125.00
78044586	10/11/2019	A00297409Cox, Katie E.	S0047995		11000		9526		125.00
78044587	10/11/2019	A00306646Craig, Samantha L.	S0047996		11000		9526		125.00
78044588	10/11/2019	A00309869Cranmer, Brycen A.	S0047997		11000		9526		125.00
78044589	10/11/2019	A00280538Crouch, Ivy C.	S0047998		11000		9526		125.00
78044590	10/11/2019	A00250139Culbertson, Claudia L.	S0047999		11000		9526		125.00
78044591	10/11/2019	A00299244Cundiff, Emily N.	S0048000		11000		9526		125.00
78044592	10/11/2019	A00287945Cunningham, Ginger K.	S0048001		11000		9526		125.00
78044593	10/11/2019	A00299088Dansie, Kaitlin N.	S0048002		11000		9526		125.00
78044594	10/11/2019	A00269831Davis, Bradley A.	S0048003		11000		9526		46.00
78044595	10/11/2019	A00260797Dawson, Andrew K.	S0048004		11000		9526		322.00
78044596	10/11/2019	A00294945De Jesus, Sabrina J.	S0048005		11000		9526		125.00
78044597	10/11/2019	A00293913De Los Garzas, Adrianna C.	S0048006		11000		9526		125.00
78044598	10/11/2019	A00286377Dennis, Kendra L.	S0048007		11000		9526		125.00
78044599	10/11/2019	A00295172Diaz, Andrea E.	S0048008		11000		9526		125.00

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78044600	10/11/2019	A00225732Diaz, Maria L.	S0048009	11000	9526	125.00
78044601	10/11/2019	A00295000Dominguez, Ana L.	S0048010	11000	9526	125.00
78044602	10/11/2019	A00295168Enriquez, Juan Carlos	S0048011	11000	9526	552.00
78044603	10/11/2019	A00307357Espinoza, Jose A.	S0048012	11000	9526	150.00
78044604	10/11/2019	A00257977Evertse, Angela D.	S0048013	11000	9526	125.00
78044605	10/11/2019	A00289120Evertse, Erin J.	S0048014	11000	9526	125.00
78044606	10/11/2019	A00283194Evertse, Ryan B.	S0048015	11000	9526	125.00
78044607	10/11/2019	A00301209Ewing, Jennifer N.	S0048016	11000	9526	125.00
78044608	10/11/2019	A00297163Findley, Savannah D.	S0048017	11000	9526	125.00
78044609	10/11/2019	A00294947Flores, Alexis E.	S0048018	11000	9526	125.00
78044610	10/11/2019	A00297591Flores, Daniela	S0048019	11000	9526	125.00
78044611	10/11/2019	A00295944Flores, Jessica	S0048020	11000	9526	125.00
78044612	10/11/2019	A00306794Flores Robles, Stephanie	S0048021	11000	9526	125.00
78044613	10/11/2019	A00284014Freshour, Brett	S0048022	11000	9526	125.00
78044614	10/11/2019	A00296798Gamboa, Tanya L.	S0048023	11000	9526	125.00
78044615	10/11/2019	A00286864Gamez Gill, Gloria N.	S0048024	11000	9526	125.00
78044616	10/11/2019	A00300398Garcia, Elisabeth	S0048025	11000	9526	125.00
78044617	10/11/2019	A00289908Garcia, Genesis M.	S0048026	11000	9526	125.00
78044618	10/11/2019	A00078087Garza, Jose T.	S0048027	11000	9526	125.00
78044619	10/11/2019	A00282207Gee, Nicole L.	S0048028	11000	9526	125.00
78044620	10/11/2019	A00295963Gill, Harjot S.	S0048029	11000	9526	125.00
78044621	10/11/2019	A00304377Gilmer, Grace A.	S0048030	11000	9526	125.00
78044622	10/11/2019	A00087974Go, George	S0048031	11000	9526	276.00
78044623	10/11/2019	A00296461Godinez, Leticia B.	S0048032	11000	9526	125.00
78044624	10/11/2019	A00307343Gomez, Lizette	S0048033	11000	9526	125.00
78044625	10/11/2019	A00012159Gonzales, Carmen	S0048034	11000	9526	184.00
78044626	10/11/2019	A00297841Gonzales, Janae M.	S0048035	11000	9526	125.00
78044627	10/11/2019	A00288679Guandique, Aime M.	S0048036	11000	9526	125.00
78044628	10/11/2019	A00272475Guerrero, Alexandria M.	S0048037	11000	9526	125.00
78044629	10/11/2019	A00287868Gueta, Lesly X.	S0048038	11000	9526	125.00
78044630	10/11/2019	A00304893Guzman, Sergio	S0048039	11000	9526	125.00
78044631	10/11/2019	A00290141Hall, Jason D.	S0048040	11000	9526	125.00
78044632	10/11/2019	A00307575Hankins, Myron R.	S0048041	11000	9526	125.00
78044633	10/11/2019	A00301110Hardman, Derek S.	S0048042	11000	9526	125.00
78044634	10/11/2019	A00282923Heppner, Meagan N.	S0048043	11000	9526	125.00
78044635	10/11/2019	A00291262Hernandez, Alejandra	S0048044	11000	9526	125.00
78044636	10/11/2019	A00307801Hernandez, Eduardo A.	S0048045	11000	9526	125.00
78044637	10/11/2019	A00268809Hill, Regina K.	S0048046	11000	9526	125.00
78044638	10/11/2019	A00308170Hukill, Alexander S.	S0048047	11000	9526	125.00
78044639	10/11/2019	A00274653Ibarra, Sandra	S0048048	11000	9526	184.00
78044640	10/11/2019	A00294510Jaffrey, Jonathan M.	S0048049	11000	9526	125.00
78044641	10/11/2019	A00300250Jenkins, Hunter B.	S0048050	11000	9526	125.00
78044642	10/11/2019	A00286511Johnson, Blake C.	S0048051	11000	9526	125.00
78044643	10/11/2019	A00297740Johnston, Megan L.	S0048052	11000	9526	125.00
78044644	10/11/2019	A00201761Jones, Christopher D.	S0048053	11000	9526	125.00
78044645	10/11/2019	A00305761Jones, Glendoal D.	S0048054	11000	9526	125.00
78044646	10/11/2019	A00289055Justo, Lizbeht	S0048055	11000	9526	41.00
78044647	10/11/2019	A00294505Kabiljagic, Omar	S0048056	11000	9526	125.00
78044648	10/11/2019	A00294402Keith, Cody K.	S0048057	11000	9526	125.00
78044649	10/11/2019	A00306420Kinsella, Jennifer L.	S0048058	11000	9526	125.00
78044650	10/11/2019	A00290092Kirby, Makayla L.	S0048059	11000	9526	125.00

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78044651	10/11/2019	A00305933Kopp, Hannah M.	S0048060	11000	9526	125.00
78044652	10/11/2019	A00287344Laguna, Stephen A.	S0048061	11000	9526	125.00
78044653	10/11/2019	A00295935Lahargoue, BayLee N.	S0048062	11000	9526	125.00
78044654	10/11/2019	A00298444Lane, Jordyn R.	S0048063	11000	9526	125.00
78044655	10/11/2019	A00307409Lee, Camarin G.	S0048064	11000	9526	125.00
78044656	10/11/2019	A00285791Lehman, Arthur L.	S0048065	11000	9526	125.00
78044657	10/11/2019	A00295223Levin, Daniel W.	S0048066	11000	9526	125.00
78044658	10/11/2019	A00300512Lomas, Breanna S.	S0048067	11000	9526	598.00
78044659	10/11/2019	A00288989Lopez, Cristian A.	S0048068	11000	9526	125.00
78044660	10/11/2019	A00286904Luevano Flores, Edwin A.	S0048069	11000	9526	125.00
78044661	10/11/2019	A00298275Ly, Lisa H.	S0048070	11000	9526	125.00
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78044664	10/11/2019	A00308160McDaniel, Charity C.	S0048073	11000	9526	125.00
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78044666	10/11/2019	A00308056Mears, Logan A.	S0048075	11000	9526	125.00
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78044668	10/11/2019	A00306554Merchant, Ophelia S.	S0048077	11000	9526	125.00
78044669	10/11/2019	A00298517Metas, Cameron C.	S0048078	11000	9526	125.00
78044670	10/11/2019	A00306513Miller, Haiven B.	S0048079	11000	9526	125.00
78044671	10/11/2019	A00295199Montes, Ana J.	S0048080	11000	9526	125.00
78044672	10/11/2019	A00286370Moon, Alison L.	S0048081	11000	9526	125.00
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78044674	10/11/2019	A00061853Mora, Robert	S0048083	11000	9526	125.00
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78044677	10/11/2019	A00292277Moser, Thomas J.	S0048086	11000	9526	125.00
78044678	10/11/2019	A00302754Moss, Rebekah A.	S0048087	11000	9526	125.00
78044679	10/11/2019	A00298642Murphy, Joseph	S0048088	11000	9526	125.00
78044680	10/11/2019	A00296799Nelson, Shelbie L.	S0048089	11000	9526	125.00
78044681	10/11/2019	A00279440Nieto, Nancy E.	S0048090	11000	9526	184.00
78044682	10/11/2019	A00294524Noordeen, Raziya	S0048091	11000	9526	125.00
78044683	10/11/2019	A00269517Ou, Julie	S0048092	11000	9526	125.00
78044684	10/11/2019	A00305803Pacheco, Lizette M.	S0048093	11000	9526	125.00
78044685	10/11/2019	A00299850Paniagua, Johnny J.	S0048094	11000	9526	125.00
78044686	10/11/2019	A00305618Pantoja, Stephanie	S0048095	11000	9526	125.00
78044687	10/11/2019	A00305457Patel, Aneri	S0048096	11000	9526	125.00
78044688	10/11/2019	A00309927Perez, Jasmine	S0048097	11000	9526	125.00
78044689	10/11/2019	A00284394Perez, Nanette M.	S0048098	11000	9526	125.00
78044690	10/11/2019	A00290817Pilgrim, Sierra D.	S0048099	11000	9526	125.00
78044691	10/11/2019	A00288921Portillo, Rene	S0048100	11000	9526	125.00
78044692	10/11/2019	A00296872Portillo, Sonya R.	S0048101	11000	9526	125.00
78044693	10/11/2019	A00297644Ramage, Jazmyn F.	S0048102	11000	9526	125.00
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78044697	10/11/2019	A00309375Robles, Rolando	S0048106	11000	9526	125.00
78044698	10/11/2019	A00243983Rodriguez, Margarita	S0048107	11000	9526	125.00
78044699	10/11/2019	A00280362Rodriguez, Ricardo T.	S0048108	11000	9526	125.00
78044700	10/11/2019	A00298758Rodriguez, Shannon D.	S0048109	11000	9526	125.00
78044701	10/11/2019	A00292299Rodriguez, Sylvia F.	S0048110	11000	9526	125.00

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78044702	10/11/2019	A00302390Rodriguez Velazquez, Johan	S0048111	11000	9526	125.00
78044703	10/11/2019	A00297013Rogers, Julie A.	S0047924	11000	9526	125.00
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78044706	10/11/2019	A00292824Rosales Perez, Daisy	S0047927	11000	9526	125.00
78044707	10/11/2019	A00305240Ross, Katelynn R.	S0047928	11000	9526	125.00
78044708	10/11/2019	A00094185Rouse, Maegan	S0047929	11000	9526	125.00
78044709	10/11/2019	A00292226Rubano, Ramon R.	S0047930	11000	9526	125.00
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78044711	10/11/2019	A00305581Salmoran, Jhonathan	S0047932	11000	9526	125.00
78044712	10/11/2019	A00295392Sanchez Vidal, Eleazer	S0047933	11000	9526	125.00
78044713	10/11/2019	A00305486Scott, Shawn L.	S0047934	11000	9526	125.00
78044714	10/11/2019	A00309895Shurbaji, Ahmed H.	S0047935	11000	9526	125.00
78044715	10/11/2019	A00301683Sierra Montejano, Rosie	S0047936	11000	9526	125.00
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78044717	10/11/2019	A00280444Skeels, Sarah F.	S0047938	11000	9526	125.00
78044718	10/11/2019	A00283861Smith, Ariel R.	S0047939	11000	9526	125.00
78044719	10/11/2019	A00304225Smith, Samson J.	S0047940	11000	9526	125.00
78044720	10/11/2019	A00295171Solorzano Gonzalez, Francisc	S0047941	11000	9526	414.00
78044721	10/11/2019	A00274866Soto, Destiny A.	S0047942	11000	9526	125.00
78044722	10/11/2019	A00309485Takhar, Parvinder S.	S0047943	11000	9526	125.00
78044723	10/11/2019	A00299910Tarango, Erin E.	S0047944	11000	9526	125.00
78044724	10/11/2019	A00305492Templeton, Kennedy E.	S0047945	11000	9526	125.00
78044725	10/11/2019	A00303468Tiwana, Sumeet	S0047946	11000	9526	644.00
78044726	10/11/2019	A00286362Torres Miranda, Enrique	S0047947	11000	9526	125.00
78044727	10/11/2019	A00294393Turner, Lindsay P.	S0047948	11000	9526	125.00
78044728	10/11/2019	A00298733Urioste, Cheryl D.	S0047949	11000	9526	125.00
78044729	10/11/2019	A00304002Valdez, Rosa R.	S0047950	11000	9526	125.00
78044730	10/11/2019	A00297741Valenti, Mickaela R.	S0047951	11000	9526	125.00
78044731	10/11/2019	A00305503Vazquez, Jennifer A.	S0047952	11000	9526	125.00
78044732	10/11/2019	A00297887Vega, Estefani C.	S0047953	11000	9526	125.00
78044733	10/11/2019	A00296827Velazquez, Lilia K.	S0047954	11000	9526	125.00
78044734	10/11/2019	A00287220Verdugo, Samantha V.	S0047955	11000	9526	552.00
78044735	10/11/2019	A00305589Villareal, Vianey	S0047956	11000	9526	125.00
78044736	10/11/2019	A00291286Westbrook, Denette M.	S0047957	11000	9526	125.00
78044737	10/11/2019	A00294399White, Katheryn H.	S0047958	11000	9526	300.00
78044738	10/11/2019	A00280616Wilber, Erica J.	S0047959	11000	9526	125.00
78044739	10/11/2019	A00019158Wright, Nicholas A.	S0047960	11000	9526	125.00
78044740	10/16/2019	A00310158Baer, Nathan J.	S0048112	11000	9526	60.00
78044741	10/16/2019	A00311410Baker, Emily R.	S0048113	11000	9526	120.00
78044742	10/16/2019	A00310237Benson, Nathan R.	S0048114	11000	9526	120.00
78044743	10/16/2019	A00310169Clark, Rufus B.	S0048115	11000	9526	120.00
78044744	10/16/2019	A00310162Dummett, Nekol C.	S0048116	11000	9526	120.00
78044745	10/16/2019	A00310172Egholm, Kevin M.	S0048118	11000	9526	120.00
78044746	10/16/2019	A00310171Elwood, Ian T.	S0048117	11000	9526	120.00
78044747	10/16/2019	A00311454Farmer, Christian S.	S0048119	11000	9526	120.00
78044748	10/16/2019	A00310157Gilkerson, Janee S.	S0048120	11000	9526	120.00
78044749	10/16/2019	A00310173Goss, Tyler E.	S0048121	11000	9526	120.00
78044750	10/16/2019	A00311409Harron, Mark A.	S0048122	11000	9526	120.00
78044751	10/16/2019	A00311411Huisjen, Parker D.	S0048123	11000	9526	60.00
78044752	10/16/2019	A00310153Joseph, Jason B.	S0048124	11000	9526	120.00

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78044753	10/16/2019	A00310154Kinsman, Kimber A.	S0048125		11000		9526		120.00
78044754	10/16/2019	A00310163Kirsch, Grace E.	S0048126		11000		9526		60.00
78044755	10/16/2019	A00310164Lunt, Melissa A.	S0048127		11000		9526		60.00
78044756	10/16/2019	A00310160Lynch, Wesley C.	S0048128		11000		9526		180.00
78044757	10/16/2019	A00310170Matzko, Dean V.	S0048129		11000		9526		60.00
78044758	10/16/2019	A00310167McCarty, Reid M.	S0048130		11000		9526		120.00
78044759	10/16/2019	A00310155Mireles, Natalie	S0048131		11000		9526		120.00
78044760	10/16/2019	A00310165Patterson, Megan M.	S0048132		11000		9526		120.00
78044761	10/16/2019	A00310168Paz, Jordan M.	S0048133		11000		9526		120.00
78044762	10/16/2019	A00310166Riel, Jacob W.	S0048134		11000		9526		120.00
78044763	10/16/2019	A00309924Sampson-Swartz, Hailey A.	S0048135		11000		9526		120.00
78044764	10/16/2019	A00310156Sanchez, Gerardo R.	S0048136		11000		9526		120.00
78044765	10/16/2019	A00310151Staley, Christopher J.	S0048137		11000		9526		60.00
78044766	10/16/2019	A00310174Stevens, Jonathan M.	S0048138		11000		9526		60.00
78044767	10/16/2019	A00311412Uribe, Francisco A.	S0048139		11000		9526		120.00
78044768	10/16/2019	A00310161Velasquez, Naomi M.	S0048140		11000		9526		60.00
78044769	10/16/2019	A00311413Wilson, Timothy J.	S0048141		11000		9526		120.00
78044770	10/18/2019	A00200017A.P.I. Plumbing	I0059818	15192	12560	223	4310	09565	23.32
			I0059819	14886	12560	223	4310	09565	138.67
78044771	10/18/2019	A00248932Abtech	I0059791	1909018-	11000	113	5644	67801	14,407.96
78044772	10/18/2019	A00306660Advanced Data Storage, Inc.	I0059784	0102484	11000	207	5990	49999	34.50
			I0059829	0102483	11000	411	5990	67300	197.00
78044773	10/18/2019	A00292936Albertson's LLC	I0059801	17769110	32000	422	4410	69400	27.59
			I0059815	17769010	33429	310	4410	69200	293.83
			I0059848	17768910	39000	314	4311	64991	403.89
78044774	10/18/2019	A00200052AP Architects	I0059813	11610	42350	000	5510	71003	1,826.25
					11007	401	5510	71004	1,978.71
78044775	10/18/2019	A00200053Apple Computer Inc.	I0059802	AB019393	11000	209	6415	17012	74.00
78044776	10/18/2019	A00200054Applied Technology Group, In	I0059778	208152	35000	301	5632	69700	47.50
78044777	10/18/2019	A00292250Banks Pest Control	I0059772	725922	11000	431	5860	65100	165.00
78044778	10/18/2019	A00075823Binkley, Everett L.	I0059833	NOV 19	39000	314	5610	64991	1,746.00
78044779	10/18/2019	A00200105Brandco	I0059804	22095	11000	431	4320	65100	9.65
78044780	10/18/2019	A00200109Brown & Reich Petroleum, Inc	I0059792	9920	39000	314	4316	64991	287.29
			I0059805	9919	11000	432	4316	67703	439.28
78044781	10/18/2019	A00200119C.A. Reding Company, Inc.	I0059808	529024	11000	207	5641	49999	122.64
78044782	10/18/2019	A00200146Carolina Biological Supply C	I0059771	50833834	11000	209	4311	04013	279.90
78044783	10/18/2019	A00283035CCCLC	I0059768	10710	12477	203	5642	61200	27,767.00
78044784	10/18/2019	A00297767Cintas Corporation	I0059775	90619006	35000	301	5880	69700	163.61
					35000	301	5880	69700	250.00
78044785	10/18/2019	A00255627Compansol	I0059806	00089617	12000	340	5210	64951	1,590.00
78044786	10/18/2019	A00200213Council of Chief Librarians	I0059785	19-104	11000	203	5210	61200	150.00
78044787	10/18/2019	A00200222Daily Midway Driller	I0059786	092019	12477	203	4211	61200	67.60
78044788	10/18/2019	A00284648Daniels, Debra	I0059823	100219	11000	110	5710	66003	876.50
78044789	10/18/2019	A00200760Devine, William M.	I0059821	100719	11000	225	4410	60300	178.95
78044790	10/18/2019	A00265229DK&M Property	I0059832	NOV 19	39000	314	5610	64991	3,388.00
78044791	10/18/2019	A00237331Dumbrigue, Joanne Lucille V.	I0059782	101019	12551	353	4310	64600	111.81
			I0059783	101119	12551	353	4410	64600	80.85
78044792	10/18/2019	A00283101Dumont Printing, Inc.	I0059796	11959011	11000	202	4310	60100	80.43
					11000	110	4310	66003	57.43
78044793	10/18/2019	A00200323Flinn Scientific, Inc.	I0059799	2408375	11000	209	4311	19051	386.10
78044794	10/18/2019	A00283264Frontier California Inc.	I0059843	092219	31000	423	5840	69100	44.49

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78044795	10/18/2019	A00200627Gonzalez, Lourdes	I0059826	100719	12599	309	5710	64992	149.88
78044796	10/18/2019	A00200645Hardy Diagnostics	I0059781	2196148	11000	209	4311	04012	1,177.82
78044797	10/18/2019	A00200655Henry Schein, Inc.	I0059788	69622179	12652	205	4311	12042	942.94
			I0059811	67405270	11000	352	4310	69619	3,651.37
			I0059812	69740971	11000	352	4310	69619	106.11
78044798	10/18/2019	A00224086inContact, Inc.	I0059844	6403225	11000	431	5840	65100	188.95
					11000	431	5840	65700	1,528.81
78044799	10/18/2019	A00200656Jacobi, Victoria J.	I0059852	101119	11510	313	5710	63300	139.20
78044800	10/18/2019	A00200704Karwoski, John	I0059839	OCT 19	42350	000	5510	71002	10,920.00
78044801	10/18/2019	A00200712Kern County Supt. of Schools	I0059779	001036	11000	421	5911	67200	786.75
			I0059780	001035	11000	421	5911	67200	626.25
78044802	10/18/2019	A00096146Lemus, Everardo I.	I0059825	092619	33528	310	5710	69200	345.24
78044803	10/18/2019	A00200735Liebert Cassidy Whitmore	I0059827	1480682	12571	411	5210	67300	4,050.00
78044804	10/18/2019	A00302532Martinez, Windy	I0059834	092619	12653	301	5710	63900	143.84
78044805	10/18/2019	A00002482May, James P.	I0059853	100219	11000	209	4310	19011	34.70
78044806	10/18/2019	A00227738National Benefit Services, L	I0059851	718661	11000	411	5510	67300	124.00
78044807	10/18/2019	A00309624New Readers Press	I0059824	10092019	11999	000	7412	73900	53.00
78044808	10/18/2019	A00200498Office Depot	I0059849	37814680	11000	411	4310	67300	86.75
78044809	10/18/2019	A00200502Orange Belt Stages	I0059807	121035	11000	352	5750	69610	4,070.00
78044810	10/18/2019	A00200508P. G. & E.	I0059847	100319	39000	314	5830	64991	25.77
78044811	10/18/2019	A00200522Pepsi-Cola Company	I0059767	04257252	32000	422	4410	69400	2,871.04
78044812	10/18/2019	A00200536Praxair Distribution, Inc.	I0059787	92166641	11000	205	5641	12042	26.17
78044813	10/18/2019	A00201782Rodenhauser, Debora A.	I0059835	092719	11000	213	4311	10021	46.49
			I0059836	093019	11000	213	4311	10023	39.98
78044814	10/18/2019	A00307141Ruiz, Christopher J.	I0059773	SEP 19	12582	301	5510	67800	500.00
78044815	10/18/2019	A00200481Sehi Computer Products	I0059789	I0019600	11000	411	6412	67300	1,024.88
					11000	411	6412	67300	190.91
					11000	411	6412	67300	167.94
78044816	10/18/2019	A00200393Sparkletts	I0059769	092719	31000	423	4321	69100	44.22
78044817	10/18/2019	A00200393Sparkletts	I0059774	09.19.19	11000	301	5810	64500	146.13
78044818	10/18/2019	A00201787Standard Insurance Company	I0059850	OCT 19	11000	411	3410	67300	442.68
					11000	411	3420	67300	1,363.93
78044819	10/18/2019	A00200400Stinson's	I0059765	891280-0	11000	210	4318	22011	393.34
			I0059766	890855-0	11000	210	4318	22011	140.06
			I0059790	889235-0	11000	358	4318	62100	129.13
78044820	10/18/2019	A00200417Sysco Food Service of Ventur	I0059816	17996713	33429	310	4410	69200	3,841.89
78044821	10/18/2019	A00200419T.C. Clearing Account	I0059795	090119	11000	421	5912	67200	8,663.22
78044822	10/18/2019	A00200419T.C. Clearing Account	I0059803	101419	11000	353	7130	64600	2,383.00
78044823	10/18/2019	A00200862Taft College Bookstore	I0059776	5071	11000	302	4110	63100	4,258.32
78044824	10/18/2019	A00200862Taft College Bookstore	I0059800	9325	12000	353	4310	64600	74.97
78044825	10/18/2019	A00200862Taft College Bookstore	I0059809	8624	11000	352	5950	69610	10.03
78044826	10/18/2019	A00200862Taft College Bookstore	I0059820	3620	12562	223	4311	60103	398.97
78044827	10/18/2019	A00200430Taft Plaza, LLC	I0059846	NOV 19	31000	423	5611	69100	1,907.00
78044828	10/18/2019	A00200432Taft Union High School	I0059777	102	11000	356	5970	68100	300.00
			I0059810	20-006	11000	352	5611	69612	1,187.50
					11000	352	5611	69613	1,187.50
78044829	10/18/2019	A00252942TC Federal Financial Aid Cle	I0059840	100819	11000	353	7130	64600	497.00
78044830	10/18/2019	A00256341Terminix	I0059814	39020062	33428	310	5860	69200	145.00
					33528	310	5860	69200	145.00
					33588	310	5860	69200	145.00
78044831	10/18/2019	A00302722Time Warner Cable	I0059837	100119	35819	357	5890	69700	850.40

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					35814	357	5890	69700	854.40
78044832	10/18/2019	A00200282True Value Home Center	I0059794	415397	39000	314	4310	64991	143.61
78044833	10/18/2019	A00272407Turner, Jasmine B.	I0059822	10082019	11999	000	7412	73900	125.00
78044834	10/18/2019	A00200284U.S. Foods	I0059817	4009130	33429	310	4410	69200	3,854.29
78044835	10/18/2019	A00243587United Healthcare Insurance	I0059841	OCT 19	11000	412	3350	59100	22,790.14
			I0059842	NOV 19	11000	412	3350	59100	23,064.72
78044836	10/18/2019	A00200293United Parcel Service	I0059845	00009697	31000	423	5940	67705	406.31
78044837	10/18/2019	A00200338Verizon Wireless	I0059828	98391546	11000	357	5840	69700	153.54
78044838	10/18/2019	A00202272VWR International	I0059798	80877928	11000	209	4311	19051	1,068.24
78044839	10/18/2019	A00232538Ward's Natural Science	I0059797	80878000	11000	209	4311	04011	10.67
78044840	10/18/2019	A00200348Ware, Thomas B.	I0059838	092519	11000	202	5940	60100	21.70
78044841	10/18/2019	A00271491Watkins, Sherrie D.	I0059830	NOV 19	39000	314	5610	64991	1,310.00
78044842	10/18/2019	A00201081Westside Waste Management Co	I0059793	99X00625	39000	314	5850	64991	97.53
78044843	10/18/2019	A00073955White, Brian L.	I0059831	NOV 19	39000	314	5610	64991	1,400.00
78044844	10/18/2019	A00249981Zahourek Systems, Inc.	I0059770	24917	11000	209	4311	04013	143.40
78044845	10/22/2019	A00200053Apple Computer Inc.	I0059869	AB028502	11000	209	6415	17013	2,738.80
78044846	10/22/2019	A00293892Biolog, Inc.	I0059861	559872	11000	209	4311	04012	658.39
78044847	10/22/2019	A00200107Bright House Networks	I0059890	100219	35819	357	5890	69700	111.77
78044848	10/22/2019	A00200119C.A. Reding Company, Inc.	I0059863	530073	11000	224	4318	60200	129.89
78044849	10/22/2019	A00200143Carlson, Kamala A.	I0059888	101619	11000	208	5643	15011	49.95
78044850	10/22/2019	A00200146Carolina Biological Supply C	I0059873	50798251	11000	209	4311	04013	1,991.36
78044851	10/22/2019	A00200161CDW-G	I0059858	VHD1124	11000	431	6415	65100	82.58
					11000	431	6415	65100	135.14
78044851	10/22/2019	A00200161CDW-G	I0059859	VFJ6570	11000	113	4312	67801	79.47
			I0059860	VFS1146	11000	113	4312	67801	107.25
78044852	10/22/2019	A00201051Central Sanitary Supply	I0059892	1009683	33429	310	4310	69200	58.16
			I0059893	1009682	33428	310	4310	69200	165.17
78044853	10/22/2019	A00201565Chabot-Las Positas Comm. Col	I0059881	10717183	12495	319	5710	61900	75.00
78044854	10/22/2019	A00302543Darby Dental Supply, LLC	I0059885	6780606	12651	205	4311	12042	108.90
78044855	10/22/2019	A00283101Dumont Printing, Inc.	I0059867	12422011	11000	202	4310	60100	125.56
78044856	10/22/2019	A00200302Eveland, Sharyn L.	I0059898	101019	11000	225	5710	60300	179.23
78044857	10/22/2019	A00214919Evisions, Inc.	I0059874	INV10033	11000	113	5642	67801	2,026.50
					11000	421	5642	67200	2,026.50
					12582	301	5642	64500	2,026.50
					11000	202	5642	60100	2,026.50
78044858	10/22/2019	A00200307Farmer Bros. Company	I0059864	69496455	32000	422	4410	69400	413.18
78044859	10/22/2019	A00280401Flowers Baking Co of Henders	I0059865	20711427	32000	422	4410	69400	70.16
78044860	10/22/2019	A00283264Frontier California Inc.	I0059876	57031007	11000	431	5840	65700	148.65
78044861	10/22/2019	A00283264Frontier California Inc.	I0059877	57341010	11000	431	5840	65700	47.66
78044862	10/22/2019	A00200645Hardy Diagnostics	I0059862	2198677	11000	209	4311	04012	93.81
78044863	10/22/2019	A00310304Jimenez Murguia, Salvador	I0059889	100919	11000	202	5980	60100	30.50
78044864	10/22/2019	A00277823MailFinance Inc.	I0059897	P7961484	11000	411	5950	67300	131.56
78044865	10/22/2019	A00200795NASFAA	I0059878	INV00000	12569	353	5510	64600	30,000.00
78044866	10/22/2019	A00200508P. G. & E.	I0059854	101519	11000	431	5830	65700	11,290.76
					39000	314	5830	64991	4,821.04
					33428	310	5830	69200	2,037.52
					33528	310	5830	69200	2,037.52
					33588	310	5830	69200	2,037.54
78044867	10/22/2019	A00200508P. G. & E.	I0059895	10/02/19	12560	223	5830	09565	580.76
78044868	10/22/2019	A00200985Rangel-Escobedo, Juana R.	I0059870	100719	11000	313	4310	63300	284.37
78044869	10/22/2019	A00200487Sierra School Equipment Co.	I0059855	401105	11000	208	6411	15010	1,007.31

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78044870	10/22/2019	A00200393Sparkletts	I0059872	101019	11000	209	4310	49999	118.91	
78044871	10/22/2019	A00200393Sparkletts	I0059887	101719	11000	411	5641	67300	195.66	
78044872	10/22/2019	A00237176SSD Systems	I0059894	R-001496	33588	310	5880	69200	151.38	
78044873	10/22/2019	A00277399Sundgren, Lori A.	I0059882	101319	12495	319	5710	61900	552.90	
78044874	10/22/2019	A00200417Sysco Food Service of Ventur	I0059866	17997617	32000	422	4410	69400	16,582.28	
					32000	422	4411	69400	2,199.22	
					32000	422	4411	69400	3,928.22	
					32000	422	5940	69400	81.20	
78044875	10/22/2019	A00200862Taft College Bookstore	I0059857	9761	12551	353	4310	64600	3.39	
78044876	10/22/2019	A00200862Taft College Bookstore	I0059868	9561	12000	303	4310	64300	64.03	
78044877	10/22/2019	A00200862Taft College Bookstore	I0059891	8889	33429	310	4310	69200	450.29	
78044878	10/22/2019	A00200432Taft Union High School	I0059871	20-003	39000	314	5890	64991	250.00	
78044879	10/22/2019	A00200442Thompson, Tony M.	I0059883	10/11/19	11000	302	5710	63100	609.87	
78044880	10/22/2019	A00243766Tweedy, Allisa M.	I0059899	100419	12560	223	5710	60103	62.64	
78044881	10/22/2019	A00255644U.S. Bank Equipment Finance	I0059884	39734105	11000	113	5612	00000	4,507.25	
78044882	10/22/2019	A00200355West Kern Water District	I0059875	101119	11000	431	5810	65700	1,067.30	
					39000	314	5810	64991	218.60	
78044883	10/22/2019	A00200355West Kern Water District	I0059886	10/11/19	11000	431	5810	65700	1,885.37	
					39000	314	5810	64991	386.16	
78044884	10/22/2019	A00200356West Side Recreation & Park	I0059856	101016-2	11000	212	2461	49999	42.90	
78044885	10/22/2019	A00275443WestAir Gases & Equipment In	I0059879	80273792	11000	352	4310	69610	24.20	
78044886	10/22/2019	A00247325WESTOP	I0059880	XSNBYRR4	12000	340	5710	64951	500.00	
78044887	10/22/2019	A00272268Woodall, Natalie E.	I0059896	093019	12000	303	4410	64300	135.00	
78044888	10/25/2019	A00200376Amerio, Barbara J.	I0059944	102019	12551	353	5710	64600	357.28	
78044889	10/25/2019	A00200437Anderson, Amber D.	I0059946	102419	11000	358	5510	62100	300.00	
78044890	10/25/2019	A00200812Bound Tree Medical	I0059948	83386419	11000	209	4311	49999	1,675.04	
78044891	10/25/2019	A00200243Dick Blick	I0059904	2235853	11000	213	4311	10021	359.67	
78044892	10/25/2019	A00258705El Dorado Trading Group	I0059938	INV24485	31000	423	4310	69100	739.56	
78044893	10/25/2019	A00203431Grimes, Jessica R.	I0059911	100419	12642	223	5710	68900	150.80	
					101519	12562	223	5710	60103	1,355.74
78044894	10/25/2019	A00200645Hardy Diagnostics	I0059929	2201630	11000	209	4311	04012	246.36	
78044895	10/25/2019	A00200655Henry Schein, Inc.	I0059927	70076401	12651	205	4311	12042	140.93	
					70075263	11000	205	4311	12042	1,119.09
					11000	205	4311	12042	192.56	
					69740972	11000	352	4310	69619	110.47
					70075883	11000	205	4311	12042	84.81
78044896	10/25/2019	A00270994Legal Books Distributing	I0059937	505314	31000	423	4110	69100	312.00	
78044897	10/25/2019	A00300405Markovits, Aaron	I0059916	101219	39000	314	5710	64991	563.00	
					39000	314	5710	64991	231.29	
78044898	10/25/2019	A00002482May, James P.	I0059912	100519	11000	209	5740	19011	189.00	
78044899	10/25/2019	A00209760MTS IntegraTRAK, INC	I0059906	2019-441	11000	113	5644	67801	1,044.75	
78044900	10/25/2019	A00200595NCS Pearson	I0059915	V1909000	11000	306	4310	49306	985.00	
78044901	10/25/2019	A00200498Office Depot	I0059910	38212800	33528	310	4310	69200	208.05	
					39102302	11000	110	4310	66003	458.23
					39017996	11000	352	4310	69610	56.82
					38852968	39000	314	4311	64991	284.75
					39055837	11000	210	4310	13052	6.70
					38770775	11000	210	4310	21056	29.01
					38743242	11000	209	4311	19111	155.60
					38740574	11000	421	4310	67200	132.45
					38658479	12463	223	4310	60103	71.32

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			I0059925	38658629	12401	353	4310	64600	258.32
			I0059926	38524620	11000	209	4310	19051	137.42
78044902	10/25/2019	A00200508P. G. & E.	I0059940	10/15/19	31000	423	5830	69100	8.12
					31000	423	5820	69100	713.29
78044903	10/25/2019	A00200522Pepsi-Cola Company	I0059900	20366851	32000	422	4410	69400	1,581.02
78044904	10/25/2019	A00280086Rothgeb, Julie J.	I0059903	101519	12643	223	4310	09565	32.42
78044905	10/25/2019	A00292796Safe 1 Credit Union	I0059936	43771013	31000	423	4321	69100	117.99
					31000	423	4310	69100	69.71
					31000	423	5940	69100	7.98
78044906	10/25/2019	A00261588Smith, Terri L.	I0059914	101819	11000	203	5710	61200	179.22
78044907	10/25/2019	A00200393Sparkletts	I0059908	100319	11000	306	4310	49306	36.98
78044908	10/25/2019	A00200393Sparkletts	I0059930	10/17/19	11000	301	5810	64500	125.40
78044909	10/25/2019	A00200393Sparkletts	I0059942	10-17-19	11000	113	4310	67801	158.54
78044910	10/25/2019	A00237176SSD Systems	I0059939	R-001529	31000	423	5880	69100	59.34
78044911	10/25/2019	A00200400Stinson's	I0059907	893050-0	11000	353	4318	64600	0.01
					11000	212	4318	49999	393.35
					11000	357	4318	69700	73.78
					11000	357	4318	69700	285.79
			I0059943	888927-0	11000	353	4318	64600	73.78
					11000	353	4318	64600	190.54
					11000	120	4318	66002	249.42
78044912	10/25/2019	A00200425Taft College	I0059901	081919	31000	423	7130	69100	3,090.00
78044913	10/25/2019	A00200425Taft College	I0059902	081219	31000	423	7130	69100	2,130.00
78044914	10/25/2019	A00200425Taft College	I0059931	092319	31000	423	7130	69100	1,410.00
78044915	10/25/2019	A00200425Taft College	I0059932	091619	31000	423	7130	69100	1,020.00
78044916	10/25/2019	A00200284U.S. Foods	I0059909	4009127	32000	422	4411	69400	233.01
					32000	422	4410	69400	8,995.18
78044917	10/25/2019	A00201117Vernier	I0059947	5351051	11000	209	4311	04011	27.38
78044918	10/25/2019	A00202272VWR International	I0059905	80878120	11000	209	4311	19051	958.52
78044919	10/25/2019	A00232538Ward's Natural Science	I0059945	80879274	11000	209	4311	04011	141.06
78044920	10/25/2019	A00200354Wells, Susan J.	I0059934	101719	39000	312	5710	64991	240.91
78044921	10/28/2019	A00243588AARP Health Care Options	I0059969	NOV 19	11000	412	3350	59100	18,713.70
78044922	10/28/2019	A00309647Alvarez, Maria	I0059962	201	12639	301	5510	64900	141.26
78044923	10/28/2019	A00200053Apple Computer Inc.	I0059967	AB051451	11000	213	6415	49999	700.00
					11000	213	6415	11051	424.00
					11000	213	5990	11051	6.05
78044924	10/28/2019	A00200107Bright House Networks	I0059968	06404950	31000	423	5840	69100	124.97
78044925	10/28/2019	A00200119C.A. Reding Company, Inc.	I0059976	531921	11000	113	4318	00000	178.93
78044926	10/28/2019	A00200161CDW-G	I0059952	VJL2651	12582	301	5644	67800	182.98
			I0059977	VKD9812	11000	120	4310	66002	22.97
78044927	10/28/2019	A00200181City of Taft	I0059959	0819DOJW	11000	352	5985	08350	32.00
78044928	10/28/2019	A00284648Daniels, Debra	I0059965	101619	11000	101	5710	66004	1,703.96
78044929	10/28/2019	A00200279Educational Testing Service	I0059957	SP200671	11000	306	4310	49306	30.00
78044930	10/28/2019	A00200307Farmer Bros. Company	I0059960	69533611	32000	422	4410	69400	721.53
78044931	10/28/2019	A00280401Flowers Baking Co of Henders	I0059961	20711429	32000	422	4410	69400	31.28
78044932	10/28/2019	A00246798Golling, Leigh	I0059973	102319	11000	213	5740	49999	98.00
78044933	10/28/2019	A00277752Jarraghan, Abbas	I0059971	102219	11000	209	4311	04013	9.62
78044934	10/28/2019	A00057406Lopez, Michelle D.	I0059963	201	12639	301	5510	64900	141.26
78044935	10/28/2019	A00262851Lytte, Steve	I0059972	102019	11000	209	4311	04011	8.00
78044936	10/28/2019	A00312906Mi Casita Restaurant, Inc.	I0059950	10252019	12000	303	4410	64300	194.85
					12000	305	4410	64301	194.85

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78044937	10/28/2019	A00309640Murillo, Lilia	I0059949	302	12639	301	5510	64900	141.26
78044938	10/28/2019	A00312614National Association of Camp	I0059958	151244	35000	301	5210	69700	75.00
78044939	10/28/2019	A00200498Office Depot	I0059955	38295853	11000	358	4310	62100	154.69
78044940	10/28/2019	A00312483PurpleAir, LLC	I0059951	PA1609	11000	352	4310	69619	261.69
78044941	10/28/2019	A00200393Sparkletts	I0059966	10.17.19	11000	205	5641	12042	220.57
78044942	10/28/2019	A00200400Stinson's	I0059953	893050-1	11000	353	4318	64600	16.08
			I0059975	894489-1	11000	207	4318	08351	324.81
					11000	209	4318	04011	55.76
					11000	209	4318	04011	80.12
78044943	10/28/2019	A00259618Taft College ASB General	I0059956	201950	11000	601	7130	70990	19,035.00
78044944	10/28/2019	A00200862Taft College Bookstore	I0059954	8170	11000	358	4310	62100	21.44
78044945	10/28/2019	A00200432Taft Union High School	I0059964	108	11000	101	5970	66004	90.00
78044946	10/28/2019	A00202272VWR International	I0059970	80880035	11000	209	4311	19051	300.46
78044947	10/28/2019	A00200378WKCCD Custodian Revolving Ca	I0059974	3188	11000	101	5720	66004	571.79
									=====
							BANK TOTAL		1,920,101.14

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USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A	
		NUMBER	NAME	NUMBER	DATE					AMOUNT
ABAUER	10/08/2019	A00312691	TC State Financial Aid Clear	P0052810	10/02/2019	10/02/2019			\$685,305.00	
	10/23/2019	A00300405	Markovits, Aaron	P0052313	08/14/2019	08/14/2019			\$232.00	
	10/24/2019	A00259618	Taft College ASB General	P0052993	10/23/2019	10/23/2019			\$19,035.00	

									TOTAL USER	\$704,340.00
AOMEGA	10/02/2019	A00200393	Sparkletts	P0052790	09/30/2019	09/30/2019			\$226.58	
		A00200536	Praxair Distribution, Inc.	P0052785	09/30/2019	09/30/2019			\$492.45	
		A00200655	Henry Schein, Inc.	P0052533	09/05/2019	09/05/2019			\$116.77	
				P0052793	09/30/2019	09/30/2019			\$73.72	
				P0052795	09/30/2019	09/30/2019			\$3.17	
				P0052796	09/30/2019	09/30/2019			\$501.22	
				P0052798	09/30/2019	09/30/2019			\$942.94	
				P0052800	10/01/2019	10/01/2019			\$452.87	
	10/14/2019	A00200536	Praxair Distribution, Inc.	P0052848	10/07/2019	10/07/2019			\$26.17	
		A00200393	Sparkletts	P0052846	10/07/2019	10/07/2019			\$2,500.00	
	10/21/2019	A00200655	Henry Schein, Inc.	P0052908	10/14/2019	10/14/2019			\$140.93	
				P0052909	10/14/2019	10/14/2019			\$86.62	
	10/22/2019	A00200655	Henry Schein, Inc.	P0052907	10/14/2019	10/14/2019			\$1,311.64	
	10/28/2019	A00200536	Praxair Distribution, Inc.	P0053041	10/28/2019	10/28/2019			\$164.85	
		A00200729	Landauer, Inc.	P0053040	10/28/2019	10/28/2019			\$47.50	
		A00202979	Health First Corporation	P0053039	10/28/2019	10/28/2019			\$356.42	
		A00200393	Sparkletts	P0052973	10/21/2019	10/21/2019			\$220.57	
	A00200498	Office Depot	P0053005	10/24/2019	10/24/2019			\$836.18		

									TOTAL USER	\$8,500.60
DDURAN	10/02/2019	A00200498	Office Depot	P0052777	09/27/2019	09/27/2019			\$750.68	
				P0052806	10/02/2019	10/02/2019			\$137.42	
		A00249981	Zahourek Systems, Inc.	P0052794	09/30/2019	09/30/2019			\$152.70	
	10/03/2019	A00307058	Minor, Leslie B.	P0052778	09/27/2019	09/27/2019			\$1,300.72	
	10/07/2019	A00200053	Apple Computer Inc.	P0052807	10/02/2019	10/02/2019			\$2,202.43	
	10/08/2019	A00200862	Taft College Bookstore	P0052850	10/07/2019	10/07/2019			\$17.08	
	10/11/2019	A00200498	Office Depot	P0052889	10/10/2019	10/10/2019			\$45.23	
				P0052890	10/10/2019	10/10/2019			\$29.01	
		A00307058	Minor, Leslie B.	P0052897	10/10/2019	10/10/2019			\$452.92	
		A00200498	Office Depot	P0052863	10/08/2019	10/08/2019			\$155.59	
		A00201117	Vernier	P0052845	10/07/2019	10/07/2019			\$31.38	
		A00201782	Rodenhauser, Debora A.	P0052861	10/08/2019	10/08/2019			\$46.49	
		A00293892	Biolog, Inc.	P0052841	10/04/2019	10/04/2019			\$691.78	
	10/12/2019	A00283101	Dumont Printing, Inc.	P0052855	10/07/2019	10/07/2019			\$137.86	
	10/21/2019	A00200302	Eveland, Sharyn L.	P0052956	10/17/2019	10/17/2019			\$179.23	
		A00200498	Office Depot	P0052965	10/18/2019	10/18/2019			\$35.35	
				P0052967	10/18/2019	10/18/2019			\$10.27	

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				P0052972	10/21/2019	10/21/2019				\$76.26
		A00200143	Carlson, Kamala A.	P0052917	10/14/2019	10/14/2019				\$50.00
		A00200498	Office Depot	P0052933	10/15/2019	10/15/2019				\$62.59
				P0052949	10/16/2019	10/16/2019				\$54.20
		A00250001	Blake, Paul Anderson.	P0052931	10/15/2019	10/15/2019				\$5.80
		A00283101	Dumont Printing, Inc.	P0052936	10/15/2019	10/15/2019				\$125.56
	10/22/2019	A00200498	Office Depot	P0052925	10/14/2019	10/14/2019				\$458.23
		A00200812	Bound Tree Medical	P0052930	10/15/2019	10/15/2019				\$1,697.52
	10/28/2019	A00200146	Carolina Biological Supply C	P0053036	10/28/2019	10/28/2019				\$500.00
		A00312921	Synergy Sports Technology, L	P0052992	10/23/2019	10/23/2019				\$1,000.00
		A00277752	Jarrahan, Abbas	P0052998	10/23/2019	10/23/2019				\$200.00
		A00201119	Design Science, Inc.	P0052991	10/23/2019	10/23/2019				\$279.65
		A00251929	Oja, Michelle Elizabeth.	P0052985	10/22/2019	10/22/2019				\$259.99
	10/29/2019	A00002482	May, James Patrick.	P0053051	10/29/2019	10/29/2019				\$200.00

							TOTAL USER			\$11,345.94
DHICKS	10/02/2019	A00200161	CDW-G	P0052761	09/26/2019	09/26/2019				\$37.74
		A00200119	C.A. Reding Company, Inc.	P0052784	09/30/2019	09/30/2019				\$235.95
	10/03/2019	A00200053	Apple Computer Inc.	P0052759	09/26/2019	09/26/2019				\$3,129.78
	10/07/2019	A00200481	Sehi Computer Products	P0052744	09/24/2019	09/24/2019				\$1,137.49
	10/10/2019	A00200400	Stinson's	P0052797	09/30/2019	09/30/2019				\$129.12
		A00200481	Sehi Computer Products	P0052755	09/26/2019	09/26/2019				\$1,383.74
		A00248932	Abtech	P0052534	09/05/2019	09/05/2019				\$14,407.96
	10/11/2019	A00200400	Stinson's	P0052883	10/09/2019	10/09/2019				\$393.35
				P0052869	10/08/2019	10/08/2019				\$140.07
	10/14/2019	A00200161	CDW-G	P0052854	10/07/2019	10/07/2019				\$217.72
		A00214919	Evisions, Inc.	P0052815	10/03/2019	10/03/2019				\$8,106.00
	10/15/2019	A00200161	CDW-G	P0052926	10/15/2019	10/15/2019				\$182.98
	10/17/2019	A00309725	123 Security Products	P0052950	10/16/2019	10/16/2019				\$470.44
	10/21/2019	A00200481	Sehi Computer Products	P0052927	10/15/2019	10/15/2019				\$2,187.03
		A00200400	Stinson's	P0052960	10/17/2019	10/17/2019				\$766.35
	10/22/2019	A00200161	CDW-G	P0052939	10/16/2019	10/16/2019				\$22.97
		A00264649	Convergint Technologies, LLC	P0052940	10/16/2019	10/16/2019				\$805.00
		A00200481	Sehi Computer Products	P0052928	10/15/2019	10/15/2019				\$1,137.49
	10/23/2019	A00200400	Stinson's	P0052781	09/27/2019	09/27/2019				\$513.74
	10/24/2019	A00200481	Sehi Computer Products	P0053004	10/24/2019	10/24/2019				\$1,496.78
	10/25/2019	A00200065	B & H Photo-Video, Inc.	P0053022	10/25/2019	10/25/2019				\$156.56
	10/28/2019	A00200053	Apple Computer Inc.	P0052937	10/15/2019	10/15/2019				\$1,130.05
		A00200400	Stinson's	P0053015	10/24/2019	10/24/2019				\$460.70
	10/30/2019	A00286277	Synapse Technologies, Inc.	P0053000	10/24/2019	10/24/2019				\$4,343.70
		A00200400	Stinson's	P0052988	10/22/2019	10/22/2019				\$112.88

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		NUMBER	NAME	NUMBER	DATE				
						TOTAL USER			\$43,105.59
DRIOS	10/07/2019	A00105896	Hill, Laura L.	P0052747	09/25/2019	09/25/2019			\$12.33
		A00300405	Markovits, Aaron	P0052745	09/24/2019	09/24/2019			\$25.00
		A00200356	West Side Recreation & Park	P0052791	09/30/2019	09/30/2019			\$30.00
	10/11/2019	A00200374	Patterson, Paula R.	P0052878	10/09/2019	10/09/2019			\$68.00
		A00200432	Taft Union High School	P0052860	07/01/2019	07/01/2019			\$250.00
		A00200840	Ambrose, Brooke L.	P0052879	10/09/2019	10/09/2019			\$68.00
	10/14/2019	A00200508	P. G. & E.	P0052898	10/10/2019	10/10/2019			\$25.77
	10/22/2019	A00200354	Wells, Susan J.	P0052876	10/09/2019	10/09/2019			\$554.60
		A00200107	Bright House Networks	P0052948	10/16/2019	10/16/2019			\$75.74
	10/23/2019	A00200717	Kern Regional Center	P0052958	10/17/2019	10/17/2019			\$200.00
		A00300405	Markovits, Aaron	P0052313	08/14/2019	08/14/2019			\$795.00
	10/30/2019	A00201172	Waugh, Victoria A.	P0053011	10/24/2019	10/24/2019			\$101.31
		A00313053	Syracuse University	P0053010	10/24/2019	10/24/2019			\$1,073.96

						TOTAL USER			\$3,279.71
GDUNHAM	10/08/2019	A00200343	Vistar Corporation	P0052866	10/08/2019	10/08/2019			\$680.74
		A00200522	Pepsi-Cola Company	P0052864	10/08/2019	10/08/2019			\$1,271.10
		A00280401	Flowers Baking Co of Henders	P0052865	10/08/2019	10/08/2019			\$46.48
	10/10/2019	A00292936	Albertson's LLC	P0052888	10/10/2019	10/10/2019			\$27.59
	10/15/2019	A00200522	Pepsi-Cola Company	P0052932	10/15/2019	10/15/2019			\$2,871.04
	10/17/2019	A00200417	Sysco Food Service of Ventur	P0052945	10/16/2019	10/16/2019			\$21,963.11
		A00280401	Flowers Baking Co of Henders	P0052941	10/16/2019	10/16/2019			\$70.16
		A00200307	Farmer Bros. Company	P0052954	10/17/2019	10/17/2019			\$413.18
	10/22/2019	A00200284	U.S. Foods	P0052955	10/17/2019	10/17/2019			\$90,183.18
		A00200522	Pepsi-Cola Company	P0052978	10/22/2019	10/22/2019			\$1,581.02
	10/24/2019	A00200307	Farmer Bros. Company	P0053002	10/24/2019	10/24/2019			\$721.53
		A00280401	Flowers Baking Co of Henders	P0053001	10/24/2019	10/24/2019			\$31.28
	10/30/2019	A00280401	Flowers Baking Co of Henders	P0053045	10/29/2019	10/29/2019			\$31.28

						TOTAL USER			\$119,891.69
HCASH	10/21/2019	A00310304	Jimenez Murguia, Salvador	P0052934	10/09/2019	10/09/2019			\$30.50

						TOTAL USER			\$30.50
JEDMAISTON	10/10/2019	A00200655	Henry Schein, Inc.	P0052812	10/03/2019	10/03/2019			\$216.58
		A00200862	Taft College Bookstore	P0052858	10/08/2019	10/08/2019			\$10.03
		A00200502	Orange Belt Stages	P0052856	10/08/2019	10/08/2019			\$4,070.00
		A00200655	Henry Schein, Inc.	P0052124	07/23/2019	07/23/2019			\$3,882.44
	10/11/2019	A00306660	Advanced Data Storage, Inc.	P0052901	10/11/2019	10/11/2019			\$34.50
		A00200119	C.A. Reding Company, Inc.	P0052857	10/08/2019	10/08/2019			\$122.64
	10/17/2019	A00200394	Sport & Cycle	P0052929	10/15/2019	10/15/2019			\$673.89
		A00200498	Office Depot	P0052906	10/14/2019	10/14/2019			\$56.82

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		A00275443	WestAir Gases & Equipment In	P0052900	10/11/2019	10/11/2019				\$24.20
		A00200432	Taft Union High School	P0052859	10/08/2019	10/08/2019				\$2,375.00
		A00280354	Gail Materials	P0052884	10/09/2019	10/09/2019				\$1,954.55
	10/24/2019	A00200502	Orange Belt Stages	P0053006	10/24/2019	10/24/2019				\$6,080.00
	10/25/2019	A00200502	Orange Belt Stages	P0053017	10/25/2019	10/25/2019				\$1,330.00
	10/29/2019	A00200618	Gardener's Supply	P0052513	09/04/2019	09/04/2019				\$2,458.13

							TOTAL USER			\$23,288.78
JGARRETT	10/22/2019	A00200393	Sparkletts	P0052957	10/17/2019	10/17/2019				\$36.98
		A00200595	NCS Pearson	P0052887	10/10/2019	10/10/2019				\$985.00
	10/25/2019	A00200279	Educational Testing Service	P0052990	10/23/2019	10/23/2019				\$30.00

							TOTAL USER			\$1,051.98
JMADDING	10/03/2019	A00270674	Public Agency Law Group	P0052779	09/27/2019	09/27/2019				\$7,266.54
		A00200559	McMurray, Robert B.	P0052814	10/03/2019	10/03/2019				\$45.00
		A00200862	Taft College Bookstore	P0052799	10/01/2019	10/01/2019				\$146.79
	10/04/2019	A00200627	Gonzalez, Lourdes	P0052817	10/03/2019	10/03/2019				\$169.88
	10/07/2019	A00200308	Federal Express Corporation	P0052780	09/27/2019	09/27/2019				\$71.51
		A00312691	TC State Financial Aid Clear	P0052760	09/26/2019	09/26/2019				\$303,625.00
		A00200308	Federal Express Corporation	P0052825	10/04/2019	10/04/2019				\$88.75
		A00200043	American Express	P0052840	10/04/2019	10/04/2019				\$6,571.06
	10/10/2019	A00200656	Jacobi, Victoria J.	P0052843	10/04/2019	10/04/2019				\$213.44
		A00200832	Taft College Foundation	P0052844	10/04/2019	10/04/2019				\$500.00
	10/11/2019	A00200760	Devine, William M.	P0052851	10/07/2019	10/07/2019				\$171.11
	10/15/2019	A00200052	AP Architects	P0052874	10/09/2019	10/09/2019				\$3,804.96
	10/22/2019	A00200069	Bakersfield Californian	P0052924	10/14/2019	10/14/2019				\$299.20
		A00200498	Office Depot	P0052977	10/22/2019	10/22/2019				\$64.62
	10/24/2019	A00200393	Sparkletts	P0053009	10/24/2019	10/24/2019				\$500.00
	10/29/2019	A00200308	Federal Express Corporation	P0052904	10/14/2019	10/14/2019				\$157.02
	10/30/2019	A00200396	Spurr	P0052392 1	08/21/2019	08/21/2019				\$2,698.42
				P0052392	08/21/2019	08/21/2019				\$38,198.42

							TOTAL USER			\$361,893.30
JROTHGEB	10/02/2019	A00243766	Tweedy, Allisa Marie.	P0052726	09/23/2019	09/23/2019				\$84.15
		A00275443	WestAir Gases & Equipment In	P0052803	10/02/2019	10/02/2019				\$499.40
	10/11/2019	A00200017	A.P.I. Plumbing	P0052822	10/04/2019	10/04/2019				\$138.67
				P0052823	10/04/2019	10/04/2019				\$23.33
		A00200862	Taft College Bookstore	P0052813	10/03/2019	10/03/2019				\$398.97
		A00200498	Office Depot	P0052828	10/04/2019	10/04/2019				\$88.59
	10/21/2019	A00280086	Rothgeb, Julie J.	P0052953	10/17/2019	10/17/2019				\$28.00
				P0052951	10/17/2019	10/17/2019				\$32.42
	10/24/2019	A00272600	Beard Family Trust	P0052853	10/07/2019	10/07/2019				\$28,000.00

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	10/28/2019	A00203431	Grimes, Jessica R.	P0052995	10/23/2019	10/23/2019			\$266.85
		A00280086	Rothgeb, Julie J.	P0053016	10/25/2019	10/25/2019			\$28.00
		A00203431	Grimes, Jessica R.	P0052997	10/23/2019	10/23/2019			\$425.05
		A00243766	Tweedy, Allisa Marie.	P0053038	10/28/2019	10/28/2019			\$131.58
		A00312904	CalPac Pizza II, LLC	P0052982	10/22/2019	10/22/2019			\$181.67
		A00275443	WestAir Gases & Equipment In	P0052975	10/22/2019	10/22/2019			\$955.32

						TOTAL USER			\$31,282.00
KEHELMS	10/23/2019	A00258705	El Dorado Trading Group	P0052984	10/22/2019	10/22/2019			\$739.56
		A00270994	Legal Books Distributing	P0052986	10/22/2019	10/22/2019			\$312.00
		A00292796	Safe 1 Credit Union	P0052987	10/22/2019	10/22/2019			\$195.68
	10/24/2019	A00312701	Heads-Up Performance, INC.	P0052486	10/22/2019	10/22/2019			\$518.64

						TOTAL USER			\$1,765.88
KHELMS	10/22/2019	A00201051	Central Sanitary Supply	P0052892	10/10/2019	10/10/2019			\$58.16
		A00292936	Albertson's LLC	P0052891	10/10/2019	10/10/2019			\$84.75
		A00200498	Office Depot	P0052894	10/10/2019	10/10/2019			\$208.05
		A00200862	Taft College Bookstore	P0052896	10/10/2019	10/10/2019			\$450.29
		A00201051	Central Sanitary Supply	P0052893	10/10/2019	10/10/2019			\$165.17
		A00237176	SSD Systems	P0052895	10/10/2019	10/10/2019			\$151.38
	10/30/2019	A00084609	Ruiz, Cindy	P0053060	10/30/2019	10/30/2019			\$22.00
		A00200284	U.S. Foods	P0053062	10/30/2019	10/30/2019			\$46,140.00
		A00200417	Sysco Food Service of Ventur	P0053061	10/30/2019	10/30/2019			\$58,556.00
		A00201051	Central Sanitary Supply	P0053058	10/30/2019	10/30/2019			\$177.43
		A00237176	SSD Systems	P0053059	10/30/2019	10/30/2019			\$78.75
				P0053067	10/30/2019	10/30/2019			\$26.25
		A00292936	Albertson's LLC	P0053063	10/30/2019	10/30/2019			\$3,345.00

						TOTAL USER			\$109,463.23
MBLANCO	10/14/2019	A00200054	Applied Technology Group, In	P0052911	10/14/2019	10/14/2019			\$47.50
		A00200432	Taft Union High School	P0052912	10/14/2019	10/14/2019			\$300.00
		A00297767	Cintas Corporation	P0052916	10/14/2019	10/14/2019			\$413.61
	10/15/2019	A00200862	Taft College Bookstore	P0052915	10/14/2019	10/14/2019			\$4,258.32
		A00307141	Ruiz, Christopher Jess.	P0052910	10/14/2019	10/14/2019			\$5,000.00
	10/17/2019	A00200222	Daily Midway Driller	P0052946	10/16/2019	10/16/2019			\$280.00
		A00200432	Taft Union High School	P0052947	10/16/2019	10/16/2019			\$300.00
		A00200985	Rangel-Escobedo, Juana R.	P0052938	10/15/2019	10/15/2019			\$284.37
	10/18/2019	A00200107	Bright House Networks	P0052971	10/18/2019	10/18/2019			\$111.17
	10/23/2019	A00200498	Office Depot	P0052914	10/14/2019	10/14/2019			\$154.69
		A00200862	Taft College Bookstore	P0052913	10/14/2019	10/14/2019			\$21.44
	10/24/2019	A00057406	Lopez, Michelle D.	P0053014	10/24/2019	10/24/2019			\$141.26
		A00309640	Murillo, Lilia	P0053012	10/24/2019	10/24/2019			\$141.26

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		A00309647	Alvarez, Maria	P0053013	10/24/2019	10/24/2019				\$141.26
		A00312614	National Association of Camp	P0052996	10/23/2019	10/23/2019				\$75.00
	10/30/2019	A00200360	Westec	P0053066	10/30/2019	10/30/2019				\$9,900.00

							TOTAL USER			\$21,569.88
MSANCHEZ	10/03/2019	A00200862	Taft College Bookstore	P0052808	10/02/2019	10/31/2019				\$23,000.00
	10/04/2019	A00284394	Perez, Nanette Michelle.	P0052824	10/04/2019	10/04/2019				\$95.00
		A00293046	Vargas, Selene Magaly.	P0052819	10/04/2019	10/04/2019				\$95.00
		A00294583	Cartwright, Malissa Marie.	P0052820	10/04/2019	10/04/2019				\$95.00
		A00295000	Dominguez, Ana L.	P0052818	10/04/2019	10/04/2019				\$95.00
		A00297372	Orozco, Breanna Nicole.	P0052821	10/04/2019	10/04/2019				\$95.00
	10/07/2019	A00200425	Taft College	P0052809	10/02/2019	10/31/2019				\$8,300.00
	10/10/2019	A00263891	Martinez Ceballos, Diego A.	P0052835	10/04/2019	10/04/2019				\$95.00
		A00268809	Hill, Regina K.	P0052839	10/04/2019	10/04/2019				\$85.00
		A00272268	Woodall, Natalie Elise.	P0052880	10/09/2019	10/31/2019				\$135.00
		A00286904	Luevano Flores, Edwin Axel.	P0052838	10/04/2019	10/04/2019				\$95.00
		A00293088	Tovar, Mireida	P0052837	10/04/2019	10/04/2019				\$95.00
		A00295199	Montes, Ana Jacqueline.	P0052833	10/04/2019	10/04/2019				\$95.00
		A00296589	Thompson, Jourdan Nicole.	P0052836	10/04/2019	10/04/2019				\$85.00
		A00298157	Ross, Erika Breanna.	P0052832	10/04/2019	10/04/2019				\$95.00
	10/15/2019	A00200862	Taft College Bookstore	P0052935	10/15/2019	10/31/2019				\$64.03
	10/22/2019	A00312906	Mi Casita Restaurant, Inc.	P0052980	10/22/2019	10/31/2019				\$600.00

							TOTAL USER			\$33,219.03
MTOFTE	10/11/2019	A00200213	Council of Chief Librarians	P0052816	10/03/2019	10/03/2019				\$150.00
		A00200222	Daily Midway Driller	P0052852	10/07/2019	10/07/2019				\$67.60
		A00261588	Smith, Terri Lynn.	P0052875	10/09/2019	10/09/2019				\$179.22
	10/14/2019	A00283035	CCLC	P0052847	10/07/2019	10/07/2019				\$27,767.00

							TOTAL USER			\$28,163.82
MWHITE	10/03/2019	A00200309	United Refrigeration, Inc.	P0052732	09/24/2019	09/24/2019				\$1,300.18
		A00200352	Waxie Sanitary Supply	P0052787	09/30/2019	09/30/2019				\$476.84
		A00200417	Sysco Food Service of Ventur	P0052788	09/30/2019	09/30/2019				\$1,181.03
		A00200423	Taft City School District	P0052792	09/30/2019	09/30/2019				\$656.25
		A00201051	Central Sanitary Supply	P0052786	09/30/2019	09/30/2019				\$7,400.25
		A00203460	Ernest Packaging Solutions	P0052789	09/30/2019	09/30/2019				\$3,290.86
		A00200309	United Refrigeration, Inc.	P0052805	10/02/2019	10/02/2019				\$103.03
	10/07/2019	A00200423	Taft City School District	P0052802	10/02/2019	10/02/2019				\$1,768.80
	10/15/2019	A00306852	DeWalt Corporation	P0052872	10/09/2019	10/09/2019				\$1,440.00
		A00312623	ACS Mechanical	P0052877	10/09/2019	10/09/2019				\$2,038.36
	10/16/2019	A00200423	Taft City School District	P0052873	10/09/2019	10/09/2019				\$493.56
	10/24/2019	A00284757	Burroughs, Bruce Michael.	P0052881	10/09/2019	10/09/2019				\$49.70

Taft College Purchase Order Activity Report

1-October-2019 through 31-October-2019

FY 19-20

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A
		NUMBER	NAME	NUMBER	DATE				
	10/30/2019	A00200116	Burt Electric & Communicatio	P0053056	10/30/2019	10/30/2019			\$4,000.00
		A00200423	Taft City School District	P0053057	10/30/2019	10/30/2019			\$840.84
		A00234624	Garcia Roofing, Inc.	P0053055	10/30/2019	10/30/2019			\$38,765.00
		A00200228	Dave's Glass Shop	P0053048	10/29/2019	10/29/2019			\$483.00
		A00201122	Home Depot Credit Services	P0053047	10/29/2019	10/29/2019			\$38.87
	10/31/2019	A00200423	Taft City School District	P0053075	10/31/2019	10/31/2019			\$836.63
		A00201051	Central Sanitary Supply	P0053079	10/31/2019	10/31/2019			\$3,254.35
		A00306852	DeWalt Corporation	P0053073	10/31/2019	10/31/2019			\$271.40

						TOTAL USER			\$68,688.95
NFIGUEROA	10/10/2019	A00272407	Turner, Jasmine Bertha Lucit	P0052867	10/08/2019	10/08/2019			\$125.00
		A00309624	New Readers Press	P0052885	10/09/2019	10/09/2019			\$53.00
	10/29/2019	A00259437	Ramirez-Calderon, Juan	P0053023	10/25/2019	10/25/2019			\$169.56
		A00282072	Moreno, Marcos	P0053025	10/25/2019	10/25/2019			\$396.00
		A00282280	Cisneros, Alondra	P0052994	10/23/2019	10/23/2019			\$1,038.00
		A00287216	Garza, Sabrina Adelina.	P0052999	10/23/2019	10/23/2019			\$13.75
		A00210528	Mears, Amber Renee.	P0053031	10/25/2019	10/25/2019			\$125.00
		A00251592	Acosta, Glenda Antolina.	P0053028	10/25/2019	10/25/2019			\$125.00
		A00279218	Ponce Mezta, Lacey Francelia	P0053035	10/28/2019	10/28/2019			\$1,336.00
		A00280917	Mendoza, Isabel Alejandra.	P0053029	10/25/2019	10/25/2019			\$125.00
		A00281792	Borrecco, Madison R.	P0053026	10/25/2019	10/25/2019			\$22.00
		A00281980	Romans-Kroll, Madeline C.	P0053027	10/25/2019	10/25/2019			\$230.00
		A00286380	Gary, Leeanna Gwenyth.	P0053034	10/28/2019	10/28/2019			\$1,336.00
		A00289174	Ramirez, Alfonso D.	P0053032	10/25/2019	10/25/2019			\$300.00
		A00290718	Garcia, Steven Alexis.	P0053033	10/28/2019	10/28/2019			\$368.00
		A00291707	Sanchez, Brianna Celeste.	P0053030	10/25/2019	10/25/2019			\$125.00

						TOTAL USER			\$5,887.31
RWELBORN	10/03/2019	A00210927	CareerAmerica, LLC	P0052801	10/02/2019	10/02/2019			\$3,350.00
	10/04/2019	A00261201	Proforma Progressive Marketi	P0052811	10/02/2019	10/02/2019			\$618.79
	10/10/2019	A00200498	Office Depot	P0052829	10/04/2019	10/04/2019			\$258.33
		A00211077	Strata Information Group	P0052842	10/04/2019	10/04/2019			\$19,720.00
	10/14/2019	A00237331	Dumbrigue, Joanne Lucille Va	P0052902	10/14/2019	10/14/2019			\$111.81
				P0052903	10/14/2019	10/14/2019			\$80.85
		A00200862	Taft College Bookstore	P0052882	10/09/2019	10/09/2019			\$74.97
	10/17/2019	A00200419	T.C. Clearing Account	P0052905	10/14/2019	10/14/2019			\$2,383.00
	10/18/2019	A00200862	Taft College Bookstore	P0052962	10/17/2019	10/17/2019			\$3.39
	10/21/2019	A00280973	School Datebooks	P0052943	10/16/2019	10/16/2019			\$10,158.72
	10/22/2019	A00200795	NASFAA	P0052944	10/16/2019	10/16/2019			\$30,000.00

						TOTAL USER			\$66,759.86

Taft College Purchase Order Activity Report

1-October-2019 through 31-October-2019

FY 19-20

USER ID	ACTIVITY DATE	VENDOR		PURCHASE ORDER		PURCHASE ORDER	CL	C	A	
		NUMBER	NAME	NUMBER	DATE					AMOUNT
SCRISS	10/28/2019	A00200378	WKCCD Custodian Revolving Ca	P0053008	10/24/2019	10/24/2019			\$571.79	
		A00200432	Taft Union High School	P0053020	10/25/2019	10/25/2019			\$90.00	
		A00284648	Daniels, Debra	P0053007	10/24/2019	10/24/2019			\$1,703.93	

									TOTAL USER	\$2,365.72
SENTRIKIN	10/18/2019	A00201143	Brown, Elizabeth J.	P0052968	10/18/2019	10/18/2019			\$325.00	
				P0052969	10/18/2019	10/18/2019			\$766.00	
		A00247325	WESTOP	P0052970	10/18/2019	10/18/2019			\$650.00	
	10/22/2019	A00201143	Brown, Elizabeth J.	P0052921	10/14/2019	10/14/2019			\$191.00	
				P0052922	10/14/2019	10/14/2019			\$130.00	
		A00247325	WESTOP	P0052923	10/14/2019	10/14/2019			\$112.00	

									TOTAL USER	\$2,674.00
TROMANDIA	10/10/2019	A00201565	Chabot-Las Positas Comm.	ColP0052830	10/04/2019	10/04/2019			\$75.00	
		A00277399	Sundgren, Lori Anne.	P0052827	10/04/2019	10/04/2019			\$581.05	
	10/11/2019	A00200356	West Side Recreation & Park	P0052826	10/04/2019	10/11/2019			\$42.90	
	10/18/2019	A00285779	AVID Center	P0052966	10/18/2019	10/19/2019			\$900.00	
	10/22/2019	A00200862	Taft College Bookstore	P0052952	10/17/2019	10/18/2019			\$260.61	

									TOTAL USER	\$1,859.56
TROWDEN	10/10/2019	A00200735	Liebert Cassidy Whitmore	P0052871	10/08/2019	10/08/2019			\$4,050.00	
		A00200991	Rowden, Tiffany L.	P0052862	10/08/2019	10/08/2019			\$331.43	
		A00277759	Goodman, Daniel Sides.	P0052834	10/04/2019	10/04/2019			\$74.00	
	10/22/2019	A00200182	City of Taft Police Departme	P0052979	10/22/2019	10/22/2019			\$3,132.00	
	10/24/2019	A00200182	City of Taft Police Departme	P0053003	10/24/2019	10/24/2019			\$928.00	
		A00200181	City of Taft	P0052981	10/22/2019	10/22/2019			\$32.00	
	10/25/2019	A00200238	Department of Justice	P0053018	10/25/2019	10/25/2019			\$3,899.00	
				P0053021	10/25/2019	10/25/2019			\$1,143.00	
	10/29/2019	A00200433	Vibul Tangpraphaphorn, M.D.	P0052961	10/17/2019	10/17/2019			\$902.00	
	10/30/2019	A00200168	Central Valley Occupational	P0052964	10/17/2019	10/17/2019			\$480.00	
A00200433		Vibul Tangpraphaphorn, M.D.	P0052963	10/17/2019	10/17/2019			\$240.00		
	A00283101	Dumont Printing, Inc.	P0052959	10/17/2019	10/17/2019			\$131.10		

									TOTAL USER	\$15,342.53

**West Kern Community College District
Board of Trustees Meeting
November 13, 2019**

Agenda Item 14.

A. Academic Employment

1. 2019-20 Extra Duty

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Abbott, Amar	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20
b.	Kulzer-Reyes, Kelly	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20
c.	Layne, David	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20
d.	Romero, Megan	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20
e.	Sheibani, Shahrzad	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20
f.	Sicari, Chad	CVC-OEI Grant - CTE CVC OEI Course Alignment	--	\$3,500.00	7/16/19 - 6/30/20

2. 2019-20 Extra Duty

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Abbott, Amar	Completed or Attending OEI POCR Training	3	\$70.63*	7/16/19 - 6/30/20
b.	Rangel-Escobedo, Juana	Completed or Attending OEI POCR Training	3	\$70.63*	7/16/19 - 6/30/20
c.	Van Ry, Veronica	Completed or Attending OEI POCR Training	3	\$70.63*	7/16/19 - 6/30/20

*Not to Exceed 10 hours total per month.

2. 2019 Athletic Assignments

Item	Name	Assignment	Step	Stipend	Effective Date
a.	Gardner, Andrea	Volunteer Assistant Softball Coach	--	--	1/1/20 - 5/31/20
b.	Hipa, Christine	Assistant Softball Coach	--	\$5,037.35*	1/1/20 - 5/31/20

*Increased to full stipend.

**West Kern Community College District
Board of Trustees Meeting
November 13, 2019**

Agenda Item 14.

B. Classified Management Employment

Item	Name	Position	Grade/Step	Salary	Effective Date
1. Instruction					
a.	Avina, Nicole	Distance Learning Coordinator	7/9	\$72,031.00	10/21/2019

C. Confidential Employment

Item	Name	Position	Grade/Step	Salary	Effective Date
1. Superintendent/President					
a.	Young, Brandy	Senior Research Assistant	10/4	\$72,668.00	11/18/19

D. Classified Employment

Item	Name	Position	% Assignment	Range/Step	Salary	Term	Effective Date
1. Administrative Services							
a.	Verhoeven, Maarten	Class B Driver Pool	Substitute	10F	\$20.69/hour	A/N	10/18/2019
2. Instruction							
a.	Hill, Zhang	Tutor	Substitute	13F	\$22.28/hour	19	10/28/2019
b.	Morales, Rebekah	Distance Education Aide I	47.5%	15A	\$18.34/hour	19	10/28/2019
c.	Morris, Ashley	Library & Learning Resources Tech.	Substitute	14A	\$17.90/hour	A/N	11/04/2019
↓	Rocha, Destiny	Library & Learning Resources Tech.	Substitute	14A	\$17.90/hour	A/N	11/04/2019
d.	Wise, Orion	Learning Center Administration Clerk - Extra Hours	Temporary	13A	\$17.46/hour	A/N	11/07/2019
3. Superintendent/President							
a.	Duran Bravo, Vanessa	Children’s Center Associate Teacher	47.5%	5A	\$14.33/hour	19	10/7/2019

E. Resignations/Retirements

Item	Name	Position	% Assignment	Range/ Step	Salary	Term	Effective Date
a.	Adema, Lisa	Children's Center Teacher	--	--	--	--	1/02/2020
b.	Richards, Steven	TCl Instructional Aide	--	--	--	--	12/30/2019
c.	Hudson, Richard	Computer Support Technician I	--	--	--	--	10/31/2019

**WEST KERN COMMUNITY COLLEGE DISTRICT GENERAL FUND UNRESTRICTED
 BUDGETED SOURCES OF FUNDS AT ACCOUNT LEVEL 1
 REVENUE ACCOUNTS FISCAL YEAR 2019-2020
 FOR THE MONTH ENDING OCTOBER 31, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
8600	State Revenues	20,536,300	20,536,300	6,798,578	0	13,737,722
8800	Local Revenues	8,044,411	8,090,667	1,276,230	0	6,814,437
Summary		28,580,711	28,626,967	8,074,808	0	20,552,159

**West Kern Community College District General Fund Unrestricted
 Budgeted Sources of Funds at Account Level 1
 Expenditure Accounts Fiscal Year 2019-20
 For the Month Ending October 31, 2019**

Account Level	Account Level Description	Adopted Budget	Adjusted Budget	YTD Activity	Encumbrances	Balance
1000	Academic Salaries	9,789,915	9,539,299	2,481,019	0	7,058,280
2000	Classified & Other Nonacademic Sala	5,637,172	5,876,663	1,720,645	0	4,156,018
3000	Employee Benefits	7,513,782	7,517,039	2,218,406	337,172	4,961,461
4000	Supplies and Materials	487,096	487,222	126,962	94,244	266,017
5000	Other Operating Expenses & Services	4,416,483	4,462,034	1,282,873	1,233,626	1,945,536
6000	Capital Outlay	209,208	217,654	96,244	1,194	120,216
7000	Other Outgo	128,055	128,055	115,567	0	12,488
7200	Transfers	399,000	399,000	79,579	10,217	309,204
Summary		28,580,711	28,626,967	8,121,294	1,676,454	18,829,219

**Disbursement Register of Expenditures Greater than \$10,000
For the Month of October 2019**

Check Number	Check Date	Vendor Name	Description	Net Amount
78044384	10/03/2019	Garcia Roofing, Inc.	WESTEC Re-Roofing	37,055.00
78044406	10/03/2019	Sysco Food Service of Ventura	food 179949985, 179942063, 179947345, 179947344	14,406.57
78044412	10/03/2019	Taft College Bookstore	TC Bookstore - PELL Fall 2019	80,674.71
78044413	10/03/2019	TouchNet	TouchNet-19-20-Payment Gateway Credit Card	68,732.00
78044439	10/08/2019	Computerland of Silicon Valley	2019-2020 Annual Microsoft Campus Agreement	34,411.00
78044479	10/08/2019	Sysco Food Service of Ventura	food 179955952, 179960697, 179967131	12,931.72
78044488	10/08/2019	TC State Financial Aid Clearing Account	Fall 2019 Cal Grant Funds	303,625.00
78044488	10/08/2019	TC State Financial Aid Clearing Account	Student Success Financial Aid - Trans. local bank	685,305.00
78044493	10/08/2019	West Kern Adult Education Network JPA	2019-20 Adult Education Block Grant - Passthrough	69,386.00
78044522	10/10/2019	P. G. & E.	PG&E - District - 19-20 Open PO	27,352.31
78044771	10/18/2019	Abtech	Warranty Renewal for Dell DR 4500 Hardware	14,407.96
78044783	10/18/2019	CCLC	CCLC Database renewal	27,767.00
78044800	10/18/2019	John Karwoski	John Karwoski - 6 month open PO	10,920.00
78044835	10/18/2019	United Healthcare Insurance Company	19-20 Retiree Supplemental Health	22,790.14
78044835	10/18/2019	United Healthcare Insurance Company	19-20 Retiree Supplemental Health	23,064.72
78044865	10/22/2019	NASFAA	Full Audit from NASFAA	30,000.00
78044866	10/22/2019	P. G. & E.	PG&E - District - 19-20 Open PO	22,224.38
78044874	10/22/2019	Sysco Food Service of Ventura	Food 179976175, 179978452, 179982354, 17915364P	22,790.92
78044921	10/28/2019	AARP Health Care Options	19-20 Retiree Supp RX Plan	18,713.70
78044943	10/28/2019	Taft College ASB General	Spring/Summer 2019 ASO Sticker Fees Collected	19,035.00
				1,545,593.13

ASO 2019/20
Balance Sheet
As of October 31, 2019

October 31, 2019

ASSETS

Current Assets

Checking/Savings

ASO Safe 1 215,829.38

ASO Safe 1 - Savings 143.58

Total Checking/Savings 215,972.96

Total Current Assets 215,972.96

TOTAL ASSETS 215,972.96

LIABILITIES & EQUITY

Equity

Restricted Funds

Anime and Above 1,692.00

Art Club 834.00

ASO Athletics 35,717.46

ASO General - Operating 93,557.99

ASSE 385.43

Baseball Club 8,206.05

Best Buddies 3,746.16

Cougar Echo 773.50

D.H. GENERAL

D.H. CLASS OF 2021 500.00

D.H. CLASS OF 2020 4,402.51

D.H. GENERAL - Other 3,480.49

Total D.H. GENERAL 8,383.00

ECE 3,707.04

Golf Club - Mens 1,365.00

Golf Club - Womens 1,121.25

Intersarsity Club 1,859.26

Literary Club 1,831.53

NSLS Club 3,905.15

On Our Own 914.84

Performing Arts 3,452.62

Phi Theta Kappa 700.00

Roleplaying Game Club 733.45

Soccer Club - Mens 4,053.53

Soccer Club - Womens 3,519.99

Social Science/ Research 3,291.26

Softball Fund 2,657.08

Spectrum 1,404.03

STEM 3,974.59

TC Cares 609.00

ASO 2019/20
Balance Sheet
As of October 31, 2019

	<u>October 31, 2019</u>
TIL Reunion	1,461.73
Uniform Replacement	17,406.16
Veterans Club	789.91
Women's Athletic Club	3,743.83
Women's Basketball Club	176.12
Total Restricted Funds	<u>215,972.96</u>
Total Equity	<u>215,972.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>215,972.96</u></u>

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 03, 2019 02:49:22PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 508816

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$170.27

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$170.27	\$170.27

TOTAL DEPOSIT: \$170.27

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$170.27 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200050

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

78 WEST KERN COMM. COLLEGE
KCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/03/2019 To 10/03/2019
Transaction Number from: 200050 To 200050
Date entered from: 00/00/0000 To 99/99/9999

J47012 DC0100 L.00.01 10/03/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

UMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
00050	10/03/2019	10/03/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	170.27
				TOTAL AMOUNT	170.27
				DISTRICT TOTAL	170.27
				GRAND TOTAL	170.27

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Oct 03, 2019 02:50:31PM
PROCESS DATE
**NOT PROCESSED AT
THIS TIME**
EROD NO.
508817

DEPT NO.
0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$11,198.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$11,198.00	\$11,198.00

TOTAL DEPOSIT: **\$11,198.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$11,198.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200051

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A TRUE AND
CORRECT RECORD OF THE TOTAL AMOUNT
DUE THE KERN COUNTY TREASURER TO
AND INCLUDING:

NOT PROCESSED

NOT SIGNED
AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
TTC AUTHORIZED SIGNATURE

78 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/03/2019 To 10/03/2019
 Transaction Number from: 200051 To 200051
 Date entered from: 00/00/0000 To 99/99/9999

J47013 DC0100 L.00.01 10/03/19 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
00051	10/03/2019	10/03/2019	WKCCD DEPOSIT		11,198.00
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	11,198.00
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	11,198.00
				DISTRICT TOTAL	11,198.00
				GRAND TOTAL	11,198.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 03, 2019 02:53:18PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 508818

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$141,414.18

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$134,668.04	\$134,668.04
RESTRICTED FUND	84097	0886	5490	\$500.00	\$500.00
TIL	84697	0886	5490	\$3,968.00	\$3,968.00
CAFETERIA	84699	0886	5490	\$2,278.14	\$2,278.14

TOTAL DEPOSIT: \$141,414.18

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$141,414.18 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200052

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
 NOT SIGNED _____
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
 NOT SIGNED _____
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/03/2019 To 10/03/2019
 Transaction Number from: 200052 To 200052
 Date entered from: 00/00/0000 To 99/99/9999

J47014 DC0100 L.00.01 10/03/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200052	10/03/2019	10/03/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	TESTING		11000-306-8889-49306	2,780.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	899.78
3.	78	REIMBURSEMENT		11000-203-6411-61200	4,123.76
4.	78	OPEB		11000-000-9551-00000	43,250.00
5.	78	TRANSCRIPTS FEES		11000-000-8879-00000	511.50
6.	78	WESTEC ENROLLMENT		11450-204-8874-70990	83,103.00
7.	78	DENTAL HYGIENE CLINIC REVENUE		12650-205-8892-12042	500.00
8.	78	CAFETERIA SALES		32000-422-8841-69400	2,278.14
9.	78	REIMBURSEMENT		39000-314-8821-64991	3,095.00
10.	78	REIMBURSEMENT		39000-314-8896-64991	873.00
				TOTAL AMOUNT	141,414.18
				DISTRICT TOTAL	141,414.18
				GRAND TOTAL	141,414.18

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 10, 2019 10:45:57AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 509270

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$2,422.42

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$2,422.42	\$2,422.42

TOTAL DEPOSIT: \$2,422.42

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$2,422.42 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200053

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/10/2019 To 10/10/2019
 Transaction Number from: 200053 To 200053
 Date entered from: 00/00/0000 To 99/99/9999

J50594 DC0100 L.00.01 10/10/19 PAGE

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200053	10/10/2019	10/10/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	2,422.42
				TOTAL AMOUNT	2,422.42
				DISTRICT TOTAL	2,422.42
				GRAND TOTAL	2,422.42

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Oct 10, 2019 10:47:24AM

PROCESS DATE
NOT PROCESSED AT
THIS TIME

DEPT NO.
0886

EROD NO.
509272

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY **WEST KERN COMMUNITY COLLEGE DIST-GENERAL**
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$11,224.40**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$11,224.40	\$11,224.40

TOTAL DEPOSIT: **\$11,224.40**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$11,224.40 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200054

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A TRUE AND
CORRECT RECORD OF THE TOTAL AMOUNT
DUE THE KERN COUNTY TREASURER TO
AND INCLUDING:

NOT PROCESSED

NOT SIGNED
AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/10/2019 To 10/10/2019
 Transaction Number from: 200054 To 200054
 Date entered from: 00/00/0000 To 99/99/9999

J50596 DC0100 L.00.01 10/10/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200054	10/10/2019	10/10/2019	WKCCD DEPOSIT		11,224.40
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	11,224.40
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	11,224.40
				DISTRICT TOTAL	11,224.40
				GRAND TOTAL	11,224.40

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 10, 2019 10:49:17AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO. 0886
 EROD NO.
 509273

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$23,594.38**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$2,231.04	\$2,231.04
RESTRICTED FUND	84097	0886	5490	\$18,904.21	\$18,904.21
CHILD DEVELOPMENT	84496	0886	5490	\$631.00	\$631.00
CAFETERIA	84699	0886	5490	\$1,828.13	\$1,828.13

TOTAL DEPOSIT: **\$23,594.38**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$23,594.38 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200055**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/10/2019 To 10/10/2019
Transaction Number from: 200055 To 200055
Date entered from: 00/00/0000 To 99/99/9999

J50597 DC0100 L.00.01 10/10/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200055	10/10/2019	10/10/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	TESTING		11000-306-8889-49306	40.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	346.80
3.	78	REIMBURSEMENT		11008-209-5710-04010	1,535.85
4.	78	METLIFE DIVIDENDS		11000-000-8861-00000	293.04
5.	78	COTOP OFFSET ADJUSTMENT		11000-000-9161-00000	0.35
6.	78	TRANSCRIPT FEES		11000-000-8879-00000	15.00
7.	78	DHS ADMIN		12602-309-8839-64992	10,537.40
8.	78	FSEOG		12000-353-8155-64600	6,161.81
9.	78	FSEOG ADMIN ALLOWANCE		12000-353-8156-64600	2,205.00
10.	78	CAFETERIA SALES		32000-422-8841-69400	1,828.13
11.	78	CC GENERAL		33428-310-8871-69200	321.00
12.	78	CC MIGRANT ED		33588-310-8871-69200	310.00
				TOTAL AMOUNT	23,594.38
				DISTRICT TOTAL	23,594.38
				GRAND TOTAL	23,594.38

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 11, 2019 10:33:58AM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 509362

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$437,098.78**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
CREDIT CARD STUDENT RECEIPTS	84096	0886	5490	\$437,098.78	\$437,098.78

TOTAL DEPOSIT: **\$437,098.78**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$437,098.78 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200056

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/11/2019 To 10/11/2019
Transaction Number from: 200056 To 200056
Date entered from: 00/00/0000 To 99/99/9999

J51306 DC0100 L.00.01 10/11/19 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200056	10/11/2019	10/11/2019	WKCCD DEPOSIT		
1.	78	TN CREDIT CARDS	6/19 - 9/19	11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	437,098.78
				TOTAL AMOUNT	437,098.78
				DISTRICT TOTAL	437,098.78
				GRAND TOTAL	437,098.78

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 17, 2019 02:14:39PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 509838

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$95,618.38**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$95,618.38	\$95,618.38

TOTAL DEPOSIT: **\$95,618.38**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$95,618.38 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200057

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/17/2019 To 10/17/2019
Transaction Number from: 200057 To 200057
Date entered from: 00/00/0000 To 99/99/9999

J54698 DC0100 L.00.01 10/17/19 PA

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200057	10/17/2019	10/17/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	95,618.38
				TOTAL AMOUNT	95,618.38
				DISTRICT TOTAL	95,618.38
				GRAND TOTAL	95,618.38

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 17, 2019 02:15:56PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 509840

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$28,866.35**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$28,866.35	\$28,866.35

TOTAL DEPOSIT: **\$28,866.35**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$28,866.35 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200058

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/17/2019 To 10/17/2019
Transaction Number from: 200058 To 200058
Date entered from: 00/00/0000 To 99/99/9999

J54699 DC0100 L.00.01 10/17/19 PAG

NUMBER		DATE	ENTERED	DESCRIPTION	APPROVED AND UNAPPROVED TRANSACTIONS	AMOUNT
LN.	DI	DETAIL	DESCR	-FUND-ORG-ACCT-PROGR-		
200058		10/17/2019	10/17/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	28,866.35
1.	78	STUDENT RECEIPTS		11000-000-9161-00000		28,866.35
TOTAL AMOUNT						28,866.35
DISTRICT TOTAL						28,866.35
GRAND TOTAL						28,866.35

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 17, 2019 02:17:32PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 509841

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$60,265.55**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$45,067.65	\$45,067.65
RESTRICTED FUND	84097	0886	5490	\$12,596.29	\$12,596.29
CHILD DEVELOPMENT	84496	0886	5490	\$915.34	\$915.34
CAFETERIA	84699	0886	5490	\$1,686.27	\$1,686.27

TOTAL DEPOSIT: **\$60,265.55**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$60,265.55 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00 NOTES: DEPOSIT #200059

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/17/2019 To 10/17/2019
 Transaction Number from: 200059 To 200059
 Date entered from: 00/00/0000 To 99/99/9999

J54700 DC0100 L.00.01 10/17/19 PAG:

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200059	10/17/2019	10/17/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	TESTING		11000-306-8889-49306	75.00
2.	78	RETAINED FINANCIAL AID		11000-000-9526-00000	44,992.65
3.	78	MAA		12375-310-8171-00000	2,519.26
4.	78	MAA		12375-314-8171-00000	2,519.26
5.	78	MAA		12375-205-8171-00000	2,519.26
6.	78	MAA		12375-301-8171-00000	2,519.26
7.	78	MAA		12375-401-8171-00000	1,259.63
8.	78	MAA		12375-110-8171-00000	1,259.62
9.	78	CAFETERIA SALES		32000-422-8841-69400	1,686.27
10.	78	CC CHILD CARE FOOD		33429-310-8621-69200	465.34
11.	78	CC STATE PRESCHOOL		33528-310-8871-69200	450.00
TOTAL AMOUNT					60,265.55
DISTRICT TOTAL					60,265.55
GRAND TOTAL					60,265.55

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 24, 2019 01:27:17PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 510333

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$6,891.53

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$6,891.53	\$6,891.53

TOTAL DEPOSIT: \$6,891.53

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$6,891.53 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200060**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED
NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED
NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/24/2019 To 10/24/2019
Transaction Number from: 200060 To 200060
Date entered from: 00/00/0000 To 99/99/9999

J58205 DC0100 L.00.01 10/24/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200060	10/24/2019	10/24/2019	WKCCD DEPOSIT		
1.	78	BOOKSTORE SALES		31000-423-8841-69100	
				ENTERED BY: MDJB UNAPPROVED	6,891.53
				TOTAL AMOUNT	6,891.53
				DISTRICT TOTAL	6,891.53
				GRAND TOTAL	6,891.53

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 24, 2019 01:28:31PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 510334

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$9,845.53**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$9,845.53	\$9,845.53

TOTAL DEPOSIT: **\$9,845.53**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$9,845.53 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT CARD: \$0.00
 NOTES: DEPOSIT #200061

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/24/2019 To 10/24/2019
Transaction Number from: 200061 To 200061
Date entered from: 00/00/0000 To 99/99/9999

J58206 DC0100 L.00.01 10/24/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200061	10/24/2019	10/24/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	9,845.53
				TOTAL AMOUNT	9,845.53
				DISTRICT TOTAL	9,845.53
				GRAND TOTAL	9,845.53

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 24, 2019 01:30:20PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 510335

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$59,371.25**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$40,995.08	\$40,995.08
RESTRICTED FUND	84097	0886	5490	\$8,793.00	\$8,793.00
CHILD DEVELOPMENT	84496	0886	5490	\$7,823.83	\$7,823.83
CAFETERIA	84699	0886	5490	\$1,759.34	\$1,759.34

TOTAL DEPOSIT: **\$59,371.25**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$59,371.25 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200062**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS

J58207 DC0100 L.00.01 10/24/19 PAG

Date last used from: 10/24/2019 To 10/24/2019
 Transaction Number from: 200062 To 200062
 Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200062	10/24/2019	10/24/2019	WKCCD DEPOSIT	ENTERED BY: MDJB UNAPPROVED	
1.	78	TESTING		11000-306-8889-49306	1,110.00
2.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	1,776.00
3.	78	REIMBURSEMENT		11000-113-6415-67801	2,274.98
4.	78	REIMBURSEMENT		11000-202-1230-60300	20,834.10
5.	78	WESTEC ENROLLMENT		11450-204-8874-70990	15,000.00
6.	78	DH CLINIC REVENUE		12650-205-8892-12042	880.00
7.	78	FEDERAL WORK STUDY		12401-353-8153-64600	6,431.39
8.	78	FWS ADMIN ALLOWANCE		12401-353-8151-64600	321.61
9.	78	LIBRARY PROGRAMS		12201-203-8892-61200	680.00
10.	78	REIMBURSEMENT		12905-209-8821-09010	480.00
11.	78	CAFETERIA SALES		32000-422-8841-69400	1,759.34
12.	78	CC CHILD CARE FOOD		33429-310-8621-69200	7,823.83
TOTAL AMOUNT					59,371.25
DISTRICT TOTAL					59,371.25
GRAND TOTAL					59,371.25

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 30, 2019 02:36:07PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 510788

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$1,992,598.00**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
OCTOBER SCHOOL APPORTIONMENT	84096	0886	5490	\$1,590,851.00	\$1,590,851.00

OCTOBER SCHOOL APPORTIONMENT	84097	0886	5490	\$401,747.00	\$401,747.00
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TOTAL DEPOSIT: **\$1,992,598.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC ACCOUNT DEPOSITED: General CASH: \$0.00 CHECKS: \$0.00 DIRECT DEPOSIT: \$1,992,598.00 CREDIT CARD: \$0.00
NOTES: DEPOSIT #200063

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

78 WEST KERN COMM. COLLEGE
 KCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/30/2019 To 10/30/2019
 Transaction Number from: 200063 To 200063
 Date entered from: 00/00/0000 To 99/99/9999

J61257 DC0100 L.00.01 10/30/19 PAG.

APPROVED AND UNAPPROVED TRANSACTIONS

UMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
00063	10/30/2019	10/30/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	OCTOBER	SCHOOL APPORTIONMENT	11000-000-8612-00000	1,567,091.00
2.	78	OCTOBER	SCHOOL APPORTIONMENT	11000-000-8618-00000	12,571.00
3.	78	OCTOBER	SCHOOL APPORTIONMENT	11006-201-8633-00000	11,189.00
4.	78	OCTOBER	SCHOOL APPORTIONMENT	12551-353-8615-64600	4,811.00
5.	78	OCTOBER	SCHOOL APPORTIONMENT	12551-353-8625-64600	17,049.00
6.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-303-8622-64300	37,240.00
7.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-305-8624-64301	5,431.00
8.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-311-8623-64200	25,834.00
9.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-311-8660-64200	1,043.00
10.	78	OCTOBER	SCHOOL APPORTIONMENT	12600-309-8627-64992	14,889.00
11.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-319-8644-00000	163,961.00
12.	78	OCTOBER	SCHOOL APPORTIONMENT	12569-353-8691-64600	4,696.00
13.	78	OCTOBER	SCHOOL APPORTIONMENT	12000-318-8699-64800	1,770.00
14.	78	OCTOBER	SCHOOL APPORTIONMENT	12558-223-8647-60103	17,726.00
15.	78	OCTOBER	SCHOOL APPORTIONMENT	12603-125-8643-68900	69,387.00
16.	78	OCTOBER	SCHOOL APPORTIONMENT	12560-223-8158-60103	33,939.00
17.	78	OCTOBER	SCHOOL APPORTIONMENT	12562-223-8658-60103	3,971.00
				TOTAL AMOUNT	1,992,598.00
				DISTRICT TOTAL	1,992,598.00
				GRAND TOTAL	1,992,598.00

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
SEC.26900-26902 GOV.CODE

USER NAME
Mindy Jewell
SUBMIT DATE
Oct 31, 2019 02:19:05PM
PROCESS DATE
NOT PROCESSED AT
THIS TIME
DEPT NO.
0886
EROD NO.
510895

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$6,138.43

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
BOOKSTORE	84698	0886	5490	\$6,138.43	\$6,138.43

TOTAL DEPOSIT: \$6,138.43

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$6,138.43 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
CARD: \$0.00
NOTES: DEPOSIT #200064

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A TRUE AND
CORRECT RECORD OF THE TOTAL AMOUNT
DUE THE KERN COUNTY TREASURER TO
AND INCLUDING:

NOT PROCESSED

NOT SIGNED
AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/31/2019 To 10/31/2019
Transaction Number from: 200064 To 200064
Date entered from: 00/00/0000 To 99/99/9999

J61858 DC0100 L.00.01 10/31/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS						
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-		AMOUNT
LN.	DI	DETAIL	DESCR			
200064	10/31/2019	10/31/2019	WKCCD DEPOSIT		ENTERED BY: MDJB UNAPPROVED	6,138.43
1.	78	BOOKSTORE SALES		31000-423-8841-69100		6,138.43
					TOTAL AMOUNT	6,138.43
					DISTRICT TOTAL	6,138.43
					GRAND TOTAL	6,138.43

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 31, 2019 02:20:12PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 EROD NO.
 510896

DEPT NO.
 0886

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF \$21,013.60

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
STUDENT RECEIPTS	84096	0886	5490	\$21,013.60	\$21,013.60

TOTAL DEPOSIT: \$21,013.60

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$21,013.60 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200065

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
Date last used from: 10/31/2019 To 10/31/2019
Transaction Number from: 200065 To 200065
Date entered from: 00/00/0000 To 99/99/9999

J61859 DC0100 L.00.01 10/31/19 PAG

APPROVED AND UNAPPROVED TRANSACTIONS					
NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200065	10/31/2019	10/31/2019	WKCCD DEPOSIT		
1.	78	STUDENT RECEIPTS		11000-000-9161-00000	
				ENTERED BY: MDJB UNAPPROVED	
				TOTAL AMOUNT	21,013.60
				DISTRICT TOTAL	21,013.60
				GRAND TOTAL	21,013.60

COUNTY OF KERN
ELECTRONIC RECORD OF DEPOSIT
 SEC.26900-26902 GOV.CODE

USER NAME
 Mindy Jewell
 SUBMIT DATE
 Oct 31, 2019 02:21:59PM
 PROCESS DATE
 NOT PROCESSED AT
 THIS TIME
 DEPT NO.
 0886
 EROD NO.
 510897

THE AUDITOR - CONTROLLER OF KERN COUNTY, HEREBY CERTIFIES THAT THE AMOUNT DUE
 THE TREASURER OF SAID COUNTY FOR MONEYS COLLECTED BY WEST KERN COMMUNITY COLLEGE DIST-GENERAL
 IN SETTLEMENT OF THE FOLLOWING ACCOUNTS IS THE SUM OF **\$36,164.04**

DESCRIPTION OF DEPOSIT	FUND NO.	DEPT NO.	REVENUE CODE	AMOUNT	FUND TOTAL
GENERAL FUND	84096	0886	5490	\$1,174.78	\$1,174.78
RESTRICTED FUND	84097	0886	5490	\$32,225.25	\$32,225.25
CHILD DEVELOPMENT	84496	0886	5490	\$720.00	\$720.00
CAFETERIA	84699	0886	5490	\$2,044.01	\$2,044.01

TOTAL DEPOSIT: **\$36,164.04**

GENERAL DEPOSIT NOTES:

**SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: General CASH: \$36,164.04 CHECKS: \$0.00 DIRECT DEPOSIT: \$0.00 CREDIT
 CARD: \$0.00
 NOTES: DEPOSIT #200066**

SECTION 26901 GOVERNMENT CODE
 I HEREBY SWEAR THAT THIS IS A TRUE AND
 CORRECT RECORD OF THE TOTAL AMOUNT
 DUE THE KERN COUNTY TREASURER TO
 AND INCLUDING:

NOT PROCESSED

NOT SIGNED
 AUDITOR'S AUTHORIZED SIGNATURE

NOT PROCESSED

NOT SIGNED
 TTC AUTHORIZED SIGNATURE

078 WEST KERN COMM. COLLEGE
 WKCCD DEPOSIT

DEPOSIT TRANSACTIONS
 Date last used from: 10/31/2019 To 10/31/2019
 Transaction Number from: 200066 To 200066
 Date entered from: 00/00/0000 To 99/99/9999

J61861 DC0100 L.00.01 10/31/19 PAC

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	-FUND-ORG-ACCT-PROGR-	AMOUNT
LN.	DI	DETAIL	DESCR		
200066	10/31/2019	10/31/2019	WKCCD DEPOSIT		
				ENTERED BY: MDJB	UNAPPROVED
1.	78	INSURANCE REIMBURSEMENTS		11000-412-8876-67300	1,174.78
2.	78	LIBRARY PROGRAMS		12201-203-8892-61200	137.00
3.	78	CAPP GRANT		12654-301-8699-64900	25,000.00
4.	78	FOUNDATION SALARIES		12000-114-8892-70999	7,021.40
5.	78	REIMBURSEMENT		12905-209-3620-09010	5.85
6.	78	REIMBURSEMENT		12905-209-5985-09010	61.00
7.	78	CAFETERIA SALES		32000-422-8841-69400	2,044.01
8.	78	CC GENERAL		33428-310-8871-69200	340.00
9.	78	CC STATE PRESCHOOL		33528-310-8871-69200	380.00
				TOTAL AMOUNT	36,164.04
				DISTRICT TOTAL	36,164.04
				GRAND TOTAL	36,164.04

Date: October 18, 2019
Submitted by: Amanda Bauer, Director of Fiscal Services
Area Administrator: Brock McMurray, EVP of Administrative Services
Subject: Information Item



Board Meeting Date: November 13, 2019

Title of Board Item:

Report of Investments as of the quarter ended September 30, 2019 held at: U.S. Bank Global Corporate Trust Services & The Bank of New York Mellon Trust Company, N.A.

Background:

These investments are not included in the District's Investment Portfolio, which is managed by Wells Fargo Investments and Morgan Stanley Smith Barney. Attached is a summary of the investments held at U.S. Bank Global Corporate Trust Services and The Bank of New York Mellon. This represents a summary of activity for the quarter ended September 30, 2019. Investments were held at these two institutions as part of the Districts General Obligation Bonds and/or Certificate of Participation (COP) Notes Program. This provided an investment vehicle for WKCCD to be used in conjunction with its construction programs and building on campus. This information is being submitted for informational purposes only.

Terms (if applicable): Not applicable.

Expense (if applicable): Not applicable.

Fiscal Impact Including Source of Funds (if applicable):

The U.S. Bank Global Corporate Trust Services accounts had a beginning balance of \$1,896,756.80 at July 1, 2019, and an ending balance of \$1,896,756.90 for its Certificates of Participation accounts as of September 30, 2019. This balance represents the 2015 COP reserve portion that is designated for the District's debt obligation repayment.

The Bank of New York Mellon had a beginning and ending balance of \$0.02 in the account is tied to the District's general obligation bonds for the period that ended in 2016-17. The remaining balance represents excess interest accrued during the transition for final payoff for the escrow account being housed at BNY.

Approved: 
Dr. Debra Daniels, Superintendent/President

**WEST KERN COMMUNITY COLLEGE DISTRICT
INVESTMENT SUMMARY: Other Investments**

U.S. Bank Global Corporate Trust Services

July 1, 2019 through September 30, 2019

Investment Account	Type of Activity	Portfolio as of July 1, 2019	Deposits / Int / Dividends Transfers In	Withdrawals / Fees Transfers Out	Balance as of Sept 30, 2019
West Kern CCD 2015 Refunding COP Lease Payment Fund	Treasury Portfolio	154.16	0.10	-	154.26
West Kern CCD 2015 Refunding COP Reserve Fund	Investment Agreement, Balance / Assured Guaranty Municipal Corp.	1,896,602.64	-	-	1,896,602.64
Grand Total		1,896,756.80			1,896,756.90

The Bank of New York Mellon

July 1, 2019 through September 30, 2019

Investment Account	Type of Activity	Portfolio as of July 1, 2019	Deposits Transfers In	Withdrawals Transfers Out	Balance as of Sept 30, 2019
West Kern CCD KC CA 15 GOB Ref Bonds Escrow	US Treasury Notes	0.02	0	0	0.02
Grand Total		0			\$ 0.02

GRAND TOTAL OF INVESTMENTS HELD @ INVESTMENT COMPANIES

1,896,756.92