



**REQUEST FOR PROPOSAL  
(RFP)**

for

**INDEPENDENT AUDIT SERVICES**

Date: March 14, 2025

*Return Proposals to:*

Graciano Mendoza  
Vice President, Administrative Services  
Hartnell Community College District  
411 Central Avenue  
Salinas, CA 93901  
Email: vmeldahl@hartnell.edu

*RFP Questions to:*

David Techaira, Executive Director of Fiscal and Auxiliary Services  
Hartnell Community College District  
411 Central Avenue  
Salinas, CA 93901  
dtechair@hartnell.edu

**I. INTRODUCTION**

**Purpose**

The Hartnell Community College District (hereinafter referred to as “College” or “District”) is seeking proposals for the District’s annual independent audit of books, accounts, records and financial statements, and an independent accountant's report on applying agreed upon procedures for the District, Measure T Bond, and Hartnell College Foundation, a 501(c)3 non-profit organization. The District will select a firm to assist in these areas, subject to the District's right to terminate such services at its discretion.

**Correspondence**

All correspondence including proposals, are to be submitted to:

Hartnell Community College District  
Administrative Services Department  
Attn: Graciano Mendoza  
411 Central Ave  
Salinas, CA 93901  
E-mail: vmeldahl@hartnell.edu

*Proposals will only be accepted by E-mail or sealed envelope.*

**II. TIMELINE**

Release of RFP ..... March 14, 2025  
Deadline for Submission of Proposals ..... March 31, 2025  
Interviews ..... April 8, 2025  
Tentative Date for Awarding Contract..... May 6, 2025

**III. CONDITIONS**

It must be understood that the RFP does not commit the College to accept any response submitted. The College reserves the right to accept or reject any or all of the responses, to negotiate with selected Contractors, or to cancel the RFP in part or in its entirety. All responses will become part of the College’s official files without obligation on its part. The lack of response to this RFP would not prevent inclusion in future requests.

**Incurred Costs**

This RFP does not commit the District to pay any costs incurred by the prospective contractor in preparation of the responses to this RFP. All costs incurred in developing this response are the contractor's responsibility.

**Submission**

To be considered, all responses must be submitted in the manner set forth in this RFP. It is the Contractor's responsibility to ensure that its response arrives on or before the specified time, in a sealed envelope or electronically labeled with the RFP title, the due date and time, and the name of the Contractor submitting proposal.

### **Right to Negotiate and/or Reject Responses**

The College reserves the right to negotiate any price or provision, accept any part or all of any responses, waive any irregularities, and to reject any and all, or parts of any and all responses, whenever, in the sole opinion of the College, such action shall serve its best interests and those of the tax-paying public. Contractors are encouraged to submit their best prices in their responses, and the College intends to negotiate only with the Contractor(s) whose response most closely meet(s) the College's requirements and the best value. The Agreement, if any is awarded, will go to the Contractor whose response best meets the College's requirements.

### **Examination of Contract Documents**

Contractors shall thoroughly examine the contents of this RFP. The failure or omission of any Contractor to receive or examine any associated document, form, instrument, addendum, or other document shall in no way relieve the Contractor from Contractor's obligations with respect to this RFP or to the agreement to be awarded.

### **Addenda**

The College may modify this RFP before the date scheduled for submission of responses by issuance of addenda to all parties who received the RFP for the purpose of submitting a response.

### **Independent Contractor Status**

It is expressly understood that the Contractor named in any agreement entered into by the College is acting as an "independent contractor" and not as an agent or employee of the District.

## **IV. SCOPE OF SERVICES**

1. The scope of the services to the District will consist of, and shall not be limited to this publication if it is determined that the audit procedures be extended based on the opinion of the Contractor:
  - A. Audit shall include all funds and account groups of the District including, but not limited to:
    - General Funds (Restricted and Unrestricted)
    - Special Revenue Funds
    - Capital Project Funds
    - Enterprise Funds
    - Internal Service Funds
    - Trust and Agency Funds
    - Capital Asset Fund

- B. Preparation of the District-wide financial statements in compliance with GASB statements #34 and #35, and supplementary information on a fund basis including but not limited to net assets, statement of revenues, expenses, and change in net assets, reconciliation of the annual financial and budget report (CCFS-311) with audited financial statements, and reconciliation of the 50 percent law calculation.
- C. Audit internal controls and procedures.
- D. Audit the financial statements and records of the Hartnell College Foundation, an independent 501(c)3 organization.
- E. The Contractor will be requested to attend meetings to present the independent audit report, financial statements, and findings to the District’s Board of Trustees, the Board of Trustees Audit Committee, the Foundation’s Committees, and the Citizens’ Bond Oversight Committee, and other committees deemed appropriate by the District.

2. Auditing standards to be followed:

The audit shall be conducted in accordance with generally accepted auditing standards, Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which involves obtaining an understanding of the internal control structure, including the control environment, the accounting system, and the control procedures established by management. Audit shall also include audit procedures required by the California Community Colleges Chancellor’s Office’s Contracted District Audit Manual.

- 3. Prepare separate reports for Measure T Bond. Performance and Financial Audits are required.
- 4. Audit Financial Statements of Hartnell College Foundation.
- 5. Prepare tax form 990 as required for Hartnell College Foundation.

**Period of the Audit**

Fiscal Years Ended:      June 30, 2025  
    June 30, 2026  
    June 30, 2027

**Term of the Engagement**

The District’s intent is to enter into a contract for a period of three (3) fiscal years, subject to satisfactory performance and renewable in one-year increments.

**Assistance Available to the Respondent**

1. The audits for the fiscal years ending June 30, 2019 through June 30, 2024 were made by CWDL, and are available for review at the District's Business Office and website ([www.Hartnell.edu](http://www.Hartnell.edu)).
2. The District's Accounting Staff can prepare schedules, reproduce documents, pull documents, etc.
3. The District's Vice President of Administrative Services or Executive Director of Fiscal and Auxiliary Services, will sign the representation letter.
4. The District will provide a work area for the auditor which is located near the records to be audited.

**Exit Conference Requirements**

The District will require an audit exit conference with the Vice President of Administrative Services, and other staff, as appropriate. The auditing firm will also provide progress reports to the Vice President of Administrative Services and Executive Director of Fiscal and Auxiliary Services while the audit is progressing and meet with the Governing Board Finance Committee two times during the year to review audit issues and the final audit report.

The auditing firm will also meet with the Foundation Executive and Audit Committees to review audit issues and the final audit report.

Finally, the District will expect the auditing firms to provide a presentation to the Board of Trustees on the audit process and findings when the report is presented to them.

**Reports Required**

Ten (10) copies and one (1) electronic copy of the audit report are required. Ten (10) additional copies shall be prepared by the auditor and filed on the District's behalf with the following agencies:

- |   |  |
|---|--|
| California Chancellor's Office (1 copy)     | Dun & Bradstreet (1 copy)                                      |
| California Dept. of Finance (1 copy)        | Federal Audit Clearing House (2 copies)                        |
| California Dept. of Education (1 copy)      | Monterey County Office of Education (1 copy)                   |
| Dept. of Health and Human Services (1 copy) | National Clearing House (1 copy)                               |
| Dept. of Social Services (1 copy)           | Standard and Poor's Corporate and Government Services (1 copy) |

The report should meet the following minimum requirements:

1. The audit report shall state that the audit was made in accordance with the provisions of the OMB Circulars A-123 and A-133.
2. The audit report shall include at least:

- A. The auditor's opinion report on the financial statements and on a schedule of federal assistance, showing the total expenditures for each federal assistance program as identified in the Catalog of Federal Domestic Assistance, and all other federal programs and grants which have not been assigned catalog numbers.
- B. The auditor's report on the study and evaluation of internal control systems, and it must identify the organization's significant internal accounting controls, and those controls designed to provide reasonable assurance that federal programs are being managed in compliance with laws and regulations. The report must identify the controls that were not evaluated, and the material weaknesses identified as a result of the evaluation.
- C. The auditor's report on compliance containing:
- A statement of positive assurance with respect to those items tested for compliance with laws, rules and regulations pertaining to non-major programs and other items which could have a material effect on financial reports and claims for advances and reimbursements. In addition, the auditor's report must disclose whether the District has complied with laws and regulations that may have a material effect on each major federal assistance program.
  - A statement of negative assurance on those items not tested.
  - A summary of all (emphasis added) instances on noncompliance.
  - An identification of total amounts of costs questioned, if any, for each federal assistance award as a result of noncompliance.
  - Other statements or reports to satisfy state and local government's requirements.
- D. Presentation of the financial statements in accordance with GASB statements #34 and #35. Also, a supplemental presentation of the District's financial statement on a governmental basis.
- E. Audit for Measure T Bond Report on:
- Observe that District procedures for disbursement of funds related to the voter approved general obligation bonds were applied in accordance with laws and regulations, as well as policies approved by the Hartnell Board of Trustees. This will be accomplished through the inspection of specified documents evidencing certain types of transactions and detailed attributes thereof including, but not limited to, the specific documents related to bid procedures for contracts and services, invoices for services rendered, and other appropriate documents deemed necessary to provide a basis for the results of our review.
  - Observe compliance with expenditure allowances related to local bond funding in accordance with approved contracts and planning documents and Bond Initiative documents placed on the Local Election Ballot.

- Calculate the balance available for expenditure of bond proceeds related to the approved projects within the bond project fund at **June 30, 2025**, **June 30, 2026**, and **June 30, 2027**. This will include a review of the open contracts, notice of completion and retention balances, and analysis of the work in process.
- F. Prepare audit report for Hartnell College Foundation as required under auditing standards for 501(c)3 non-profit organizations.

All parts of the audit reports should be bound together. The management report should be submitted and included as part of the above audit report.

Reports on fraud, abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts, should be covered by separate written report to the federal department or agency. Also, the Vice President, from time to time, may request written reports on observations by the Auditor regarding the effective performance of fiscal and budgetary practices.

### **Time Requirements**

1. Date and time for response submission: March 14, 2025 through March 31, 2025.
2. Date of contract award: May 6, 2025.
3. Dates audit work can commence:
  - A. Preliminary work prior to closing accounts: June 2025.
  - B. Post-closing work: Not later than September 15, 2025.
4. Date for preliminary report completion and exit conference: Not later than September 19, 2025.
5. Final exit conference: November 21, 2025.
6. Date for final report submission: December 12, 2025.

### **Contractual Arrangements**

The District intends to present the contract for award to the Board of Trustees at the May 6, 2025 Board Meeting. It is planned to award a three (3) year contract based on the satisfactory performance of the auditor with the option to renew at one (1) year increments. The auditor can bill the District as the audit progresses. The District will make payment within a reasonable period after receipt of the bill.

### **Report Review and Timing**

The Vice President of Administrative Services and the Executive Director of Fiscal and Auxiliary Services are responsible for reviewing and responding to the draft audit report.

### **Working Papers**

Working papers will be available for examination by authorized representatives of the relevant federal agency, the General Accounting Office, the District, and other agencies as required.

## **V. FORMAT OF RESPONSE**

The response should conform to the following format to simplify and to expedite the review process and to obtain the maximum degree of information from the respondent.

### **Title Page**

The response should identify the Hartnell Community College District Request for Proposal, the name of the independent auditor, the local address, telephone number, and the name and title of the contact person, and the date of submission. The effective period, which the proposal is effective (non-rescindable), should also be stated.

### **Contents**

The contents of the response should include a clear and complete identification of the material submitted by section and page number.

### **Letter of Transmittal**

The letter of transmittal should contain the following information:

1. A brief understanding of the audit services to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the respondent, their title(s), the address, and the telephone number.

### **Profile of the Independent Auditor**

The profile of the respondents should include general background information, such as:

1. The organization and size of the respondent, whether it is local, regional, national or international in operations.
2. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
3. A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.

4. A positive statement that the following mandatory criteria are satisfied:
  - A. An affirmation that the respondent is properly licensed for practice as a Certified Public Accountant.
  - B. An affirmation that the respondent meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, 1981 revision, published by the U.S. General Accounting Office.
  - C. An affirmation that the respondent does not have a Record of Substandard Audit work.
  - D. An affirmation that the respondent meets all specific requirements imposed by state or local law or rules and regulations.
  - E. An affirmation from the respondents stating they will follow the American Institute of Certified Public Accountants' "Interpretation 501-3, Failure to Follow Standards and/or Procedures or other Requirements in Governmental Audits."

### **Technical Experience of Respondent**

The technical experience of the respondent should include the following information:

1. A list of California school district/community college district clients. Give the names and telephone number of client officials responsible for the audits listed. Also, discuss local, state, and national reputation for quality work performed in the public sector.
2. Discuss ability to provide additional auditing, accounting, or management consulting services and provide a summary of specific projects completed both in the public sector and specifically for school districts/community college districts.
3. If other auditors are to participate in the audit, those auditors should be required to provide similar information.

### **Qualifications of Respondent**

1. Identify the audit partners, managers, and field supervisors, and other staff who will work on the audit, including staff from other than the local office. Resumes including relevant experience and continuing education for the auditor in charge up to the individual with final responsibility for the engagement should be included. (The resumes may be included as an appendix.)
2. Provide specific details of proposed audit and approach. The information should include:
  - A. Sampling of techniques for transactions testing;
  - B. Analytical procedures used to analyze results; and
  - C. Percentage of time to be scheduled for both preliminary and final audit work.

### **Respondents' Approach to the Examination**

1. Submit a work plan to accomplish the scope defined in the Request for Qualifications. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists should be specified.
2. The audit work plan should completely cover what audit work will be accomplished by all the auditors to render:
  - A. An opinion report on the financial statements.
  - B. A report on the study and evaluation of internal control systems.
  - C. A report on the organizations' control system to assure compliance and whether the organization has complied with laws and regulations that may have an effect on each major federal assistance program.
3. The audit work plan should demonstrate the auditor's understanding of the audit requirements of a single audit as specified in the OMB Circular A-133 and the audit tests and procedures to be applied in completing the audit plan.

### **Report Requirements**

The respondents should state their understanding of and their ability to meet specific reporting requirements.

### **Time Requirements**

If not already adequately covered in the respondent's letter of transmittal, the response should detail information on how the respondent plans to meet the timeline and reporting deadline requirements of the engagement.

### **Compensation**

Respondents should state:

1. Total audit hours detailed by partner, senior manager, manager, field supervisor, and other staff.
2. Hourly rate detailed by partner, senior manager, manager, field supervisor, and other staff.
3. The maximum annual cost for the audit for each of the three (3) years.

### **Required Forms**

1. Response Form – Audit Services (see attached Exhibit 1)
2. Non-Collusion Affidavit (See attached Exhibit 2)

## **VI. EVALUATION OF PROPOSALS AND SELECTION PLAN**

This section describes the guidelines to be used for analyzing and evaluating the various responses. In an effort to reach a decision concerning the best-qualified respondents, the District reserves the right to evaluate all factors it deems appropriate whether or not such factors have been stated in this section.

The responses will be evaluated by a committee consisting of the Vice President of Administrative Services, Executive Director of Fiscal and Auxiliary Services, and representative(s) of college administration. The Committee will select the top candidates for consideration.

Responses will be evaluated using the following criteria to determine which responses will best meet the needs of the District.

### **Respondent's Experience and Qualifications**

1. The respondent's experience in auditing community college and large school districts in California.
2. Qualifications and anticipated continuity of senior and other staff that will perform the day-to-day work.
3. Capabilities of respondent to provide additional services (accounting or management consulting).
4. Ability to schedule audits for 2025-26 with a spring audit completed by June 6, 2025.

### **Audit Approach and Work Plan**

1. Audit schedules.
2. Proposed resources and timing of each phase.
3. Completeness of and timely meeting of deliverables.
4. Review and direction.
5. Other audit tools and techniques to be used.
6. Coordinate firms and related assignments of proposed consortium or a joint venture.
7. Proposed reasonable audit hours.

### **Assigned Project Staff**

1. General experience.
2. Professional and academic qualifications.

3. Relevant experience.
4. Key staff members' references.

#### **Audit Costs**

1. Completeness of the data.
2. Maximum contract price after adjustment of any discounts.
3. Any additional factors.

#### **Contract Award**

- A. Agreement will be awarded based on a competitive selection of proposals received.
- B. The proposal of the successful Contractor and of this RFP will become contractual obligations. Failure to accept these obligations in a contractual agreement may result in cancellation of this award. See Exhibit 3 for a sample services contract.
- C. Cost of service is one factor in the evaluation process, but the College is not obligated to accept the lowest cost response. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful response.

### **VII. FINAL AUTHORITY**

The final authority to award the Contract rests solely with the Hartnell College Board of Trustees. Final selection of the Contractor will be based on negotiations of the contract.

**EXHIBIT 1- RESPONSE FORM – AUDIT SERVICES**

TO: Graciano Mendoza  
 Vice President, Administrative Services  
 Hartnell Community College District  
 411 Central Avenue  
 Salinas, CA 93901

Pursuant to and in compliance with the qualifications documents submitted herewith is our response to perform audit services for the Board of Trustees of the Hartnell Community College District for the fiscal years as specified.

We propose to conduct the audits and submit the audit reports in compliance with the Request for Proposals. The undersigned, having familiarized himself/herself with the terms and conditions of the qualifications documents, and within the time stipulated, the work to be accomplished and to provide all labor, material, and services necessary for conducting an audit for the pricing as follows:

**HOURLY RATES (all expenses and allowances included):**

Personnel, by classification, who will be assigned to this audit, indicating the estimated number of hours and rates per hour.

<b>CLASSIFICATION</b>	<b>QUANTITY</b>	<b>HOURS</b>	<b>HOURLY RATE</b>
Firm Partner			
Managing Accountant			
Supervising Accountant			
Senior Accountant			
Junior Accountant			

If charges for hourly rates for approved additional work are different than those listed above, specify these rates by position:

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Firm Partner	
Managing Accountant	
Supervising Accountant	
Senior Accountant	
Junior Accountant	

**Maximum Annual Fee:**

	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28
HCCD Financial Audit	\$	\$	\$
HCCD Compliance Audit	\$	\$	\$
HCCD Measure T Financial Audit	\$	\$	\$
HCCD Measure T Performance Audit	\$	\$	\$
Foundation Audit	\$	\$	\$
Total Audit Cost	\$	\$	\$

The audits will be performed in accordance with the requirements outlined in the RFP and will be performed by personnel identified in the response. The undersigned audit firm agrees to enter into an agreement with the Hartnell Community College District as evidenced by the authorized signature below.

The undersigned declares under penalty of perjury under the laws of the State of California that representations made in this response are true and correct.

*Note: All entries shall be legible and shall be typewritten or printed. Unsigned responses will not be accepted.*

\_\_\_\_\_  
Name of Accounting Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

**EXHIBIT 2 - NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (printed name), being first duly sworn, state that I am the \_\_\_\_\_  
\_\_\_\_\_(title) of \_\_\_\_\_ (Firm Name), the party submitting the foregoing  
response.

In connection with the response, the undersigned declares, states, and certifies that:

1. The response is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation.
2. The response is genuine and not collusive or sham.
3. The firm has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in sham response, or to refrain from responding.
4. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other respondent, or to fix any overhead, profit or cost element of the response price or that of any other respondent, or to secure any advantage against the public agency awarding the contract or of anyone interested in the contract.
5. All statements contained in the response and related documents are true.
6. The firm has not, directly or indirectly, submitted a rate(s) or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham response.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

**EXHIBIT 3 – SAMPLE SERVICES CONTRACT**

**AGREEMENT BETWEEN  
HARTNELL COMMUNITY COLLEGE DISTRICT and  
CONTRACTOR**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between HARTNELL COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District” and \_\_\_\_\_ hereinafter referred to as “Contractor.”

**WHEREAS:** The District has need for certain work, services, labor and/or materials to be provided for the benefit of the District for valuable consideration; and

**WHEREAS:** The District finds the Contractor possesses the qualifications and abilities to perform the needed work, services, labor and/or materials for the District; and

**NOW, THEREFORE,** in consideration of the mutual covenants, terms and conditions, and stipulations hereinafter, expressed and intending to be legally bound, and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. SCOPE OF WORK.** District hereby engages Contractor to perform and Contractor hereby agrees to perform the services described in detail in Exhibit A “Scope of Work” attached hereto and incorporated herein by this reference. Services to be provided are generally described as follows:

1.1.

**2. DEFINITIONS.** For purposes of this contract, the following definitions shall apply:

**2.1.** “Services” shall mean the services provided by \_\_\_\_\_.

**3. TERM AND TERMINATION.** The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 19, “Notices.” Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and

expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.

**4. COMPENSATION FOR SERVICES.** The District shall pay the Contractor as full consideration for complete and faithful performance of the Contractor's obligations as set forth in Exhibit B "Compensation" attached hereto and incorporated herein by this reference, or as set forth by this Agreement. The total amount payable to Contractor under this Agreement shall not exceed the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as specified in Exhibit B attached hereto and incorporated herein by this reference.

**5. PAYMENT OF CONTRACTOR INVOICES.** Contractor will invoice District for services described in Exhibit A and in the amounts as set forth in Exhibit B, on a monthly basis on or about the last working day of the month, for services rendered in that month. Invoices are payable by the District within thirty (30) days of receipt of the invoice by the District. In order to resolve any dispute regarding any invoice submitted, the time period for payment shall be extended by a reasonable amount of time. Should a delay in payment occur beyond a reasonable time period, Contractor, at its discretion, may suspend performing services under this Agreement until payment is current.

**6. COLLABORATION.** Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Agreement. District understands and acknowledges that any delay in actions necessary to meet District's obligations under this Agreement, may result in additional fees levied by the Contractor or the Contractor's inability to meet specific obligations or deadlines required to fulfill this Agreement. The outcome of such an event shall not be considered non-performance by Contractor.

**7. LIMITATION OF LIABILITY.** In no event shall either party be liable for any indirect, incidental, or consequential damages or damages for loss of profits, revenue, data, or use incurred by either party or any third party, whether in an action in contract or tort, statute, or otherwise, even if the other party has been advised of the possibility of such damages. Contractor's liability to the District or any other third party, for damages hereunder shall in no event exceed the amount of fees paid by District under this Agreement for the particular service provided giving rise to the claim. The provisions of this Agreement allocate the risks between Contractor and District.

**8. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor's sub-contractors.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

**9.1.** District agrees to defend, indemnify, and hold harmless Contractor, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

**9.2.** Contractor agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney’s fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Contractor in the performance of this Agreement.

**10. INSURANCE.**

**10.1.** Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to District, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 “Notices.”

**10.2.** Contractor shall endeavor to file a current Certificate of Insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

**11. LICENSES & ASSURANCES.** Contractor assures that Contractor possesses the required licenses or expertise to perform all of the services which it has agreed to perform pursuant to this Agreement. Contractor will maintain appropriate or required licensure in full force and effect during the term of this Agreement.

**12. STANDARD OF CARE.** The Contractor warrants that Contractor’s services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantees are included or intended in this Agreement, or in any report, opinion, deliverable work product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the consultant concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title, or otherwise.

**13. CONFIDENTIALITY.** Contractor and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless Contractor is specifically authorized in writing to disclose such records or information. Contractor shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. Contractor shall not use any confidential information gained by Contractor in the performance of this Agreement except for the sole purpose of carrying out Contractor’s obligations under this Agreement.

**14. MAINTENANCE/RETENTION/ACCESS OF RECORDS.**

**14.1.** Contractor shall prepare and maintain all reports and records utilized to perform services under this Agreement that may be required by federal, state, or District rules and regulations and shall furnish those reports and records upon request.

**14.2.** Contractor shall surrender to the District all reports and records that may be required by federal, state or District rules and regulations related to services performed under this Agreement. The District shall retain such records for a period of at least three (3) years after Contractor's receipt of final payment under this Agreement or any extension thereof. Should any litigation, claim, negotiation, audit exception, or other action relating to this Agreement be pending at the end of the retention period, the District shall retain said reports and records until such action is resolved.

**14.3.** Contractor shall permit access by the District and by representatives of any federal or state agency providing funds for, or as a result of, services performed under this Agreement, upon reasonable notice at any time, but in any case no less than twenty-four (24) hours' notice, to reports, records, and other sources of information as the inspecting party may deem appropriate for their purposes.

**15. SUCCESSORS AND ASSIGNS.** This Agreement and the rights, privileges, duties, and obligation of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

**16. BREACH OF CONTRACT.** Should either party breach this Agreement, the non-breaching party shall notify the breaching party of said breach in writing as specified in Paragraph 19 "Notices." Breaching party shall have fifteen (15) days in which to cure said breach or the non-breaching party may terminate the contract as specified herein as well as avail itself of any and all other legal remedies.

**17. WAIVER.** No waiver of any breach of this contract shall be construed to be a waiver of any other breach or any subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of the parties to enforce at any time any of the provisions of this Agreement, or require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to thereafter enforce each and every such provision.

**18. AMENDMENTS/ADDENDUM.** This Agreement may not be modified; neither amended nor written directions provided within the general scope of any services under this contract, except in writing signed by a duly authorized representative of each party as stipulated by Paragraph 19, "Notice." No other act, usage, or custom shall be deemed to amend or modify this Agreement.

**19. NOTICES.** Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

**Hartnell Community College District**  
Attention: Vice President of Administrative  
Services  
411 Central Avenue  
Salinas, CA 93901

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. RULES OF CONSTRUCTION.** The parties hereto participated jointly in the negotiation and preparation of this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

**21. SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of this Agreement.

**22. NON-EXCLUSIVITY.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive and, that without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from contemplating, or participating in, similar business arrangements as those described herein, with other parties.

**23. RIGHTS GRANTED.** The District and Contractor shall each have the right to use all data, reports, or records collected or generated under this Agreement only in the context and for the purposes intended, without written permission by the other party. Nothing in this Agreement shall prohibit or limit the use of ideas, adaptations, formats, concepts, know-how, methods, models, data, techniques, skill knowledge, or experience utilized, developed or gained by either party in connection with this Agreement. The Agreement shall not create any rights or benefits to any persons or entities other than the District and Contractor.

**24. NON-SOLICITATION OF EMPLOYEES.** During and for one (1) year after the term of this Agreement, District will not solicit the employment of, or employ the Contractor's personnel, without the Contractor's prior written consent.

**25. NON-DISCRIMINATION.** During the performance of this Agreement, neither the District nor the Contractor will unlawfully discriminate, harass, or allow harassment against any employee or student on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

**26. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the two parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein, notwithstanding amendments duly made in writing and signed by both parties. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

27. **ASSIGNABILITY & BINDING EFFECT.** Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If there is a valid assignment, subcontract, or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION.** Contractor certifies as required by Executive Orders 12549 and 12689, that Contractor and its principles are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the contractor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with the making of any federal grant or cooperative agreement.

29. **DRUG-FREE WORKPLACE.** Contractor certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1998.

30. **DISPUTE RESOLUTION.** Any and all disputes that may arise out of or relate to obtaining services, products, or other Agreements or any other relationship involving District and Contractor, whether occurring prior to, as part of, or after the signing of this document, shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. District shall notify Contractor of any dispute arising under this Agreement as specified under Paragraph 19 "Notices." Contractor shall continue to perform under this Agreement during any dispute. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to, and resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between District and Contractor and their respective agents, employees, beneficiaries, or members. Arbitration shall be before a single arbitrator who shall apply California substantive law. Any party may bring an action in any court of competent jurisdiction in the County of Monterey, state of California, if necessary; (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration.

31. **ATTORNEYS' FEES.** In the event of arbitration and/or any action at law or in equity (including but not limited to specific performance) between District and Contractor arising out of this Agreement or to enforce any of the provisions or rights hereunder, the prevailing party in such arbitration, action, or proceeding shall be paid all reasonable attorneys' fees and costs including, without limitation, court costs, expert witness fees, investigation costs, to enforce such rights by the other party, such fees to be set by the court and to be included in the judgment entered in such proceeding.

32. **FORCE MAJEURE.** Neither party shall be liable for nonperformance, defective performance, or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside either party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods,

explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**33. COMPONENTS AND REFERENCES.** All components and representations contained herein are incorporated by reference. Should elements of Agreement and/or proposal be in disagreement, then Agreement shall control. The following documents attached hereto, as well as any and all components and representations contained in the proposal, are expressly incorporated herein by reference and made a part hereof:

**Exhibit A – Scope of Work**

**Exhibit B – Compensation**

**34. HEADINGS.** Headings or captions on the paragraphs, sections, or subsections of this Agreement are solely for convenience and reference only, and shall not be interpreted to explain, modify, amplify, or aid in the interpretation, construction, meaning, or validity of the provisions of this Agreement or affect any rights, obligations, or responsibilities of the parties arising hereunder.

**35. TENSE, NUMBER, AND GENDER.** Each tense, number and gender in this Agreement shall include any other tense, number, or gender where the context and the parties hereto or the context and references herein shall require.

**36. TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**37. APPLICABLE LAW.** The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

**38. JURISDICTION.** Any and all disagreements between the parties hereto shall be adjudicated in the courts of Monterey County, Salinas, California.

**39. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts. Each counterpart executed as original or facsimile of original, shall have the full force and effect of an original.

**40. AUTHORITY.** An individual executing this Agreement on behalf of an entity hereby represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of same.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date first above-written.

**Hartnell Community College District**

**Contractor's Name**

By: \_\_\_\_\_  
Michael Gutierrez  
Superintendent/President

By: \_\_\_\_\_  
Name  
Title

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

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

**EXHIBIT A: SCOPE OF WORK and**

**EXHIBIT B: COMPENSATION**

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EXHIBIT A: Describe work being performed

EXHIBIT B: Compensation

## **EXHIBIT 4 - HARTNELL COMMUNITY COLLEGE BACKGROUND INFORMATION**

Hartnell College is one of the oldest institutions of higher education in California. Founded in 1920 by the Salinas Union High School District as Salinas Junior College, the college was initially housed in the new Salinas High School building on South Main Street. In 1948, the junior college was renamed Hartnell College, after the 19th-century British trader William Petty Hartnell, who settled on land in the area. The Hartnell Community College District was established the following year.

In 1936, Hartnell College moved to its current 54-acre site, on the former ancestral land of the Ohlone Rumsen Mutsun people. Referred to as Main Campus, the site is located at 156 Homestead Avenue, Salinas. On October 1, 2007, Hartnell College changed its address from 156 Homestead Avenue to 411 Central Avenue. The new address helps students attending the College because it is easier to locate the newly constructed parking structure accessible from Central Avenue.

The Main Campus is located in Monterey County, just a 25-minute drive from the scenic Monterey Peninsula and the Monterey Regional Airport. In 2014, the District opened its Alisal Campus in east Salinas. The Alisal Campus houses the Agricultural Business and Technology Institute, the Sustainable Design and Construction Center, and the diesel, automotive technology, and computer science programs. Hartnell also delivers classes at its education center in King City, opened in 2002, and at numerous off-campus locations in north and south Monterey County. In 2016, District voters approved a \$167 million local bond measure known as Measure T. In fall 2021, the District opened the Soledad Education Center and an expanded wing nearly doubling the size of the King City Education Center. The Castroville Education Center and the Nursing & Allied Health Center opened in spring 2022.

The District serves the Salinas Valley, a fertile agricultural region some 10 miles wide and 100 miles long, as well as part of southern San Benito County. Hartnell has a highly diverse student body with an average annual enrollment above 16,000 (12,565) students for the most recent three academic years (2018-21) (2020-21) from the local communities of Salinas, Bradley, Castroville, Chualar, Gonzales, Greenfield, Jolon, King City, Lockwood, Moss Landing, San Ardo, San Lucas, Soledad, and other communities around. California's Central Coast, as well as other states and countries. All are drawn to Hartnell's academic excellence and focus on the success of students in its four-year transfer, nursing and technical programs, as well as a proud tradition in intercollegiate athletics, with 12 men's and women's teams, some of which have earned state championships.

### **Demographics**

Most of our students (57%) (52%) are among the first in their families to attend college (first-generation students). About 48% (54%) of students are women and 51% (45%) are men, with an ethnic makeup that includes 64% (71%) Hispanic, earning Hartnell a federal designation as a Hispanic-Serving Institution. In addition, 19% (9%) are white/non-Hispanic, 5% (2%) are Asian and 3% (3%) are African American. The remainder did not report ethnicity. In 2021, Hartnell

College was the only district recognized with honorable mention for the John W. Rice Diversity and Inclusion award by the California Community College Chancellor.

### **HSI Programs**

The District recently was awarded two major Title V grants to improve student access and success for underrepresented groups in the STEM disciplines, and it has been lauded by NASA, the NAACP, and the University of California, Santa Cruz as being among the nation's top community colleges in promoting and achieving success for its underrepresented students in the STEM disciplines. Hartnell has done this, in part, through outstanding facilities and intensive mentoring and internship programs with academic and research partners such as the UC- Santa Cruz Baskin School of Engineering, the Naval Postgraduate School, U.S. Department of Agriculture, the Monterey Bay Aquarium Research Institute and the University of California, Davis. Hartnell's Alisal Campus is home to a NASA Science, Engineering, Mathematics, and Aerospace Academy (SEMAA) laboratory for K-12 students and their families, the only one on the West Coast.

### **Educational Programs**

Hartnell offers the first and second years of a college program and workplace and career training, including a three-year bachelor's degree program in computer science and a 2+2 teacher-preparation pathway, both in partnership with California State University, Monterey Bay, just 15 minutes from Salinas. Hartnell College awards the associate of arts degree, associate of science degree, and certificates of achievement, including the strong and successful nursing and allied health program, whose graduates become LVNs, RNs, EMTs, and respiratory care practitioners. For several years running, Hartnell's nursing graduates have achieved NCLEX pass rates of at or near 100 percent.

Hartnell's state-of-the-art Library and Learning Resource Center provides access to electronic databases and is the hub of information and learning technologies. The college has committed to ongoing technology enhancements, including virtualization and server enhancement projects that will increase productivity and access for its students and employees, giving them technological advantages that most college and university students and personnel do not yet have.

Hartnell's vibrant visual and performing arts programs includes a theatre arts company called The Western Stage, which is consistently among the most respected arts institutions on the Central Coast. Its programming is both traditional and experimental, including world premieres of works by contemporary Latino playwrights. Hartnell theatre arts faculty partners with the Alisal Center for the Fine Arts to engage and encourage area youth in their artistic pursuits. The College hosts a student-community orchestra and chorus and the Hartnell Gallery regularly presents exhibitions of painting, sculpture, and photography.

### **Course Offerings**

Day, evening and weekend courses are offered in classroom, online, and hybrid delivery modes. Hartnell is sensitive to its diverse community and offers classes in modified formats to meet the needs of students who work or have other outside commitments, such as late-start courses and condensed sessions. The College offers a full complement of academic and other support services to assist students' educational progress in a one-stop student services format, available online, by phone, and in-person. These include personal counseling, financial aid and scholarship services, international student services, re-entry services, veterans' services, sports counseling, disabled students' programs and services, assessment testing, and career and transfer assistance. In addition, students are encouraged to become involved in the many clubs on campus and student government through the Associated Students of Hartnell College.

## **Hartnell College Board of Trustees Strategic Priorities**

Strategic Priority 1 – Increase Student Completion

Strategic Priority 2 – Increase Student Completion Efficiency

Strategic Priority 3 – Increase Student Transfer to 4-Year Institute

Strategic Priority 4 – Improve Student Employment Subsequent to Training or Completion