

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
DRAFT STUDY AGREEMENT
August 16, 2019**

The Fiscal Crisis Management and Assistance Team (FCMAT), hereinafter referred to as the team, and Palomar Community College, hereinafter referred to as the college, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local educational agencies (LEAs). The college has requested that the team provide for the assignment of professionals to study specific aspects of the Palomar Community College operations, based on the provisions of Education Code (EC) section 84041. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, charter schools, community colleges, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

Prepare an analysis using the 18 factors in FCMAT's Fiscal Health Risk Analysis (2019 version), and identify the college's specific risk rating for fiscal insolvency.

B. Services and Products to be Provided

- 1) Orientation Meeting - The team will conduct an orientation session at the college to brief college management and supervisory personnel on the team's procedures and on the purpose and schedule of the study.
- 2) On-site Review - The team will conduct an on-site review at the college office and at college sites if necessary.
- 3) Exit Meeting - The team will hold an exit meeting at the conclusion of the on-site review to inform the college of significant findings and recommendations to that point.
- 4) Exit Letter - The team will issue an exit letter approximately 10 days after the exit meeting memorializing the topics discussed in the exit meeting.
- 5) Draft Report - Electronic copies of a preliminary draft report will be delivered to the college administration for review and comment.

- 6) Final Report - Electronic copies of the final study report will be delivered to the college following completion of the review. The final report will be published on the FCMAT website.

3. **PROJECT PERSONNEL**

The FCMAT study team may include:

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|----|------------------|------------------------------------|
| A. | To Be Determined | FCMAT Staff |
| B. | To Be Determined | FCMAT Community College Consultant |
| C. | To Be Determined | FCMAT Community College Consultant |

4. **PROJECT COSTS**

The cost for studies requested pursuant to EC 42127.8(d)(1) shall be:

- A. \$1,100 per day for each FCMAT staff member while on site, conducting fieldwork at other locations, presenting reports, or participating in meetings. The cost of independent consultants will be billed at the actual daily rate for all work performed based on the provisions of EC 84041
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The college will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the college.

Based on the elements noted in section 2A, the total not-to-exceed cost of the study is \$39,800.

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent located at 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. **RESPONSIBILITIES OF THE COLLEGE**

- A. The college will provide office and conference room space while on-site reviews are in progress.
- B. The college will provide the following (if requested):
 - 1) Policies, regulations and prior reports addressing the study request
 - 2) Current or proposed organizational charts
 - 3) Current and two prior years' audit reports

- 4) Any documents requested on a supplemental listing
 - 5) Any documents requested on the supplemental listing should be provided to FCMAT in electronic format; if only hard copies are available, they should be scanned by the college and sent to FCMAT in an electronic format.
 - 6) All documents should be provided in advance of fieldwork; any delay in the receipt of the requested documentation may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's SharePoint document repository and all requested documents shall be uploaded by the college.
- C. The college administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report. The final report will be published on the FCMAT website.

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for key study milestones and will be established upon the receipt of a signed study agreement:

<i>Orientation:</i>	<i>To be determined</i>
<i>Staff Interviews:</i>	<i>To be determined</i>
<i>Exit Meeting:</i>	<i>To be determined</i>
<i>Draft Report Submitted:</i>	<i>To be determined</i>
<i>Final Report Submitted:</i>	<i>To be determined</i>
<i>Board Presentation:</i>	<i>To be determined</i>

7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the college and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. Prior to completion of fieldwork, the college may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the college does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the college will be responsible for the full costs. The college understands and agrees that FCMAT is a state agency and that all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the college shall not request that it do so.

8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the college. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the college in any manner without prior express written authorization from an officer of the college.

9. **INSURANCE**

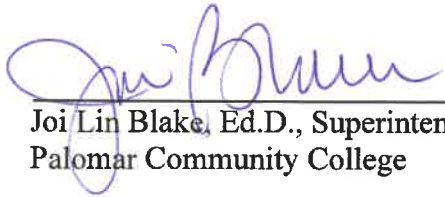
During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the college, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with Palomar Community College named as additional insured, indicating applicable insurance coverages upon request.

10. **HOLD HARMLESS**

FCMAT shall hold the college, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the college shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. **CONTACT PERSON**


Name: Stephen Garcia
Acting Assistant Superintendent/Vice President, Finance and
Administrative Services
Telephone: (916) 201-6828
E-mail: sgarcia2@palomar.edu



Joi Lin Blake, Ed.D., Superintendent/President
Palomar Community College

8/19/19

Date



Michael H. Fine
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

8/16/2019

Date