Meeting of the Board of Trustees



May 21, 2018

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 <u>Public Comments</u>

Members of the public may address the Board on items listed to be discussed in **closed session**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each.**

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Student Discipline (EC 72122) (1 matter)
- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)
 - B. Public Employee Performance Evaluation (Government Code Section 54957(b).) (1 matter)
 - 1. Interim Chancellor
- 1.5 Conference with Labor Negotiators (GC Section 54957.6)
 - A. Faculty Association Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - B. Classified School Employees Association (CSEA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
 - C. Police Officer's Association (POA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.6 Conference with Real Property Negotiators (GC Section 54956.8)

A. Exchange of Property:

Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Interim Chancellor

Property: Portion of Advanced Technology Education Park (ATEP), County of Orange, real property located at 1600, 1610, 1620 and 1630 Valencia Ave. and 1602 and 1606 Victory Road, Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Party: City of Tustin

B. Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Interim Chancellor (Seller); and Gregory Gotthardt, FTI Consulting, Inc. (District Real Estate Advisor)

Lease of Property by District: Portion of Saddleback College site, 28032 Marguerite Parkway, Mission Viejo (Property) also known as ReNew at the Shops

Negotiating Parties: Bel Canto Real Estate Partners VIII, LLC (Assignee / Purchaser), and FPA4 Promenade, LLC, (Current Lessee)

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property.

- 1.7 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)
 (3 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 Invocation Led by Trustee Barbara Jay
- 2.3 **Pledge of Allegiance** Led by Trustee Tim Jemal
- 2.4 **Swearing In: Student Trustee Evelyn Hoang** Oath of Office to be administered by Board President Tim Jemal

2.5 **Public Comments**

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to up to two minutes each.**

3.0 <u>REPORTS</u>

3.1 Oral Reports: **Speakers are limited to up to two minutes each**.

- A. Board Reports
- B. Chancellor's Report (Written Report included)
- C. College Presidents' Reports (Written Reports included)
- D. Associated Student Government Reports
- E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Advanced Technology and Education Park (ATEP) Development Update and Proposed Legal Structure The ATEP CC&Rs, Auxiliary Documents, and SOCCCD-CSEA MOU will be presented to the board of trustees along with other timely information regarding the status of the ATEP site.

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of Regular Meeting held on April 30, 2018.

5.2 SOCCCD: Resolutions

- 1. Lori Mangels, Classified Employee Outstanding Service Award, District Services
- 2. Christine Swanson, Outstanding Classified Employee of the Year, Saddleback College
- 3. Brian Kim, Outstanding Classified Employee of the Year, Irvine Valley College
- 5.3 Saddleback College: New and Revised Curriculum for the 2018-19 Academic Year

Approve the proposed new and revised curriculum changes for the 2018-19 academic year at Saddleback College

5.4 SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 4 with Advance Beauty College and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy Approve Saddleback College Amendments No. 4 with Advance Beauty College and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy to renew the Cosmetology and Cosmetician (Esthetician) agreements term for the third one-year extension, beginning July 1, 2018 and ending June 30, 2019.

5.5 SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 3 with Saddleback Beauty Academy Approve Amendments No. 3 with Saddleback Beauty Academy to renew the Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for the second one-year extension, beginning July 1, 2018 and ending June 30, 2019.

5.6 SOCCCD: Saddleback College Stadium and Site Improvement Project, Assistant Division of the State Architect (DSA) Inspection Services, The Vinewood Company LLC

Approve The Vinewood Company LLC agreement for Assistant Division of the State Architect (DSA) Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$215,100.

5.7 Saddleback College and Irvine Valley College: Speakers

Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

5.8 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

5.9 SOCCCD: Irvine Valley College Library Building Waterproofing Project, Award of Bid No. 344, Otero Construction, Inc.

Award Bid No. 344, Library Building Waterproofing project and approve the agreement with Otero Construction Inc., in the amount of \$344,283.

- 5.10 SOCCCD: California Environmental Quality Act Exemption for Battery Energy Storage Project at Irvine Valley College Declare the Battery Energy Storage project at Irvine Valley College to have no significant impact upon the environment and authorize the filing of the Notice of Exemption.
- 5.11 SOCCCD: Declare Miscellaneous ATEP Furniture As Surplus and

Approve Donation to the City of Tustin

Approve the donation of miscellaneous furniture listed to the City of Tustin.

5.12 SOCCCD: Student Out of State Travel

Approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed.

5.13 SOCCCD: Budget Amendment: Adopt Resolution No. 18-11 to Amend FY 2017-2018 Adopted Budget.

Adopt Resolution No. 18-11 to amend the FY 2017-2018 Adopted Budget as listed.

- 5.14 **SOCCCD: Transfer of Budget Appropriations.** Ratify the transfer of budget appropriations as listed.
- 5.15 **SOCCCD: March 2018 Contract Amendment** Ratify the amendment as listed.
- 5.16 **SOCCCD: Purchase Orders and Checks.** Ratify the purchase orders and checks as listed.
- 5.17 **SOCCCD: April 2018 Contracts.** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2018-2019

Approve the FY 2018-2019 tentative student government budgets as presented in EXHIBITS A & B by student representatives. A presentation on the subject will be made to the board of trustees this evening.

- 6.2 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Energy Services Public Hearing Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Service Contract to replace the interior lighting fixtures with new energy efficient LED fixtures and wireless controls at Saddleback College.
- 6.3 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Adopt Resolution No. 18-12, Authorizing Entering into an Energy Service Contract

Adopt Resolution No. 18-12 to authorize entering into an Energy Service Contract for the Saddleback College Interior LED Lighting and Controls Retrofit project.

6.4 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Award of Energy Services Contract, Clear Blue Energy Corp. Approve the Energy Services agreement with Clear Blue Energy Corp., for the Saddleback College Interior LED Lighting and Controls Retrofit project, in the amount of \$1,373,541.

- 6.5 **SOCCCD: Basic Aid Allocation Recommendation FY 2018-2019** Approve the basic aid funding allocations for FY 2018-2019 in the amount of \$83,191,044, which will be included in the FY 2018-2019 Tentative Budget. A presentation on the subject will be made to the board of trustees this evening.
- 6.6 SOCCCD: Request to Reschedule July 23, 2018 Regular Meeting of the Board of Trustees Approve request to reschedule July 2018 Regular meeting in accordance with

California Government Code Section 54955 and in compliance with Board Policy 120.

- 6.7 **SOCCCD: Consolidated Elections for Members of Governing Boards** Approve Resolution 18-13 to notify the Orange County Department of Education of the consolidated election specifications.
- 6.8 **SOCCCD: Annual Approval for Student Trustee to Receive Compensation, to Make/Second Motions for Board Meetings, and term commencement** Approve compensation for the Student Trustee; allow the student trustee to make and second motions; and approve the term commencement date of May 15.
- 6.9 SOCCCD: Saddleback College Stadium and Site Improvement Project, Material Testing and Inspection Services, C.E.M. Lab Corp. Approve the C.E.M. Lab Corp. agreement for Material Testing and Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$472,453.
- 6.10 SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Award of Bid No. 346, Otero Construction, Inc. Approve award of Bid No. 346, Irvine Valley College Construction Defects, Performing Arts Center project and approve the agreement with Otero Construction, Inc., in the amount of \$643,474.
- 6.11 SOCCCD: Irvine Valley College B300 Exterior Improvements Project, Award of Bid No. 348, Amtek Construction Approve award of Bid No. 348, Irvine Valley College B300 Exterior Improvements project and approve the agreement with Amtek Construction, in the amount of \$813,636.
- 6.12 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Change Order No. 4, Griffith Company

Approve Change Order No. 4 for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$283,106, for a revised contract total of \$6,128,121 and time extension of 94 days.

- 6.13 **SOCCCD:** Advanced Technology and Education Park (ATEP) Site Utilities and Infrastructure Phase I Project, Notice of Completion, Griffith Company Authorize filing the Notice of Completion for the ATEP Site Utilities and Infrastructure Phase I project to Griffith Company, for a final contract amount of \$6,128,121.
- 6.14 SOCCCD: District-wide Network Security Firewall Annual Maintenance Services and Support, Utilizing the National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreements Nos. AR626 to Palo Alto Networks, through its value added reseller Optiv Security, Inc.

Approve the use of Master Price Agreement No. AR626 awarded by the State of Utah in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-11. This approval applies to procurement of ongoing annual service subscription and support for the District-Wide Network Security Firewall equipment from Optiv Security, Inc.

- 6.15 **SOCCCD: Agreement for Software Development Services, Neudesic, LLC** Approve the work order with Neudesic, LLC for an amount not to exceed \$538,151 for the term of May 22, 2018 through August 31, 2019.
- 6.16 SOCCCD: Board Policy Revision: BP-103 Board Membership, BP-105 Organization of the Governing Board, BP-162 Communications Among Board Members, BP-1510 Native American Graves and Repatriation Act, BP-3101.6 Real Property Management, BP-3201 Capital Construction, BP-4000.4 Equal Employment Opportunity, BP-4345 Catastrophic Leave Accept for discussion and approval policies as listed.
- 6.17 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/Retirement/Conclusion of Employment.

6.18 **SOCCCD: Faculty Conversion to Canvas One-Time Stipends** Ratify 2017 – 2018 Faculty stipends for Canvas conversion.

6.19 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Eliminate Classified Positions and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Funding Source for a Classified Position, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers. 6.20 SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure

Approve tenure for full-time faculty members who have completed the four-year tenure-track plan.

6.21 SOCCCD: Destruction of Class 3 Disposable Records

Approve destruction of Class 3 disposable records in compliance with code.

6.22 SOCCCD: ReNew Apartments, Assumption of Lease and Release, and Related Estoppel and Agreement for New Lessee, Bel Canto Real Estate Partners VIII, LLC

Approve the assignment of the Ground Lease by FPA4 to Bel Canto and approve a motion to authorize the execution by the Interim Chancellor and/or the Acting Vice Chancellor of Business Services of the Assignment Agreement and the Estoppel Agreement and any other documents necessary to carry out the terms thereof.

7.0 <u>REPORTS</u>

- 7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting None
- 7.2 Saddleback College and Irvine Valley College: Speakers A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.3 **SOCCCD: Facilities Plan Status Report.** Status of current construction projects.

7.4 **SOCCCD: Monthly Financial Status Report.** The reports display the adopted budget, revised budget and transactions through April 30, 2018.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to <u>two</u> minutes each.**

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate

- California School Employees Association Saddleback College Classified Senate Η.
- Ι.
- Police Officers Association J.

9.0 **ADDITIONAL ITEMS**

ADJOURNMENT (or continuation of closed session if required): 9:00 P.M.

ITEM: 4.1 DATE: 5/21/18

то:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Advanced Technology and Education Park (ATEP) Development Update and Proposed Legal Structure
	Information and Discussion

BACKGROUND

Over the course of the last year, much progress was made in the realization of the ATEP Vision to create a premier center for career-technical education in Orange County on SOCCCD property in Tustin. Among the accomplishments are the grand opening of Irvine Valley College's Integrated Design, Engineering and Automation (IDEA) Building and the construction of related infrastructure on site. At the same time, District staff has advanced, with the assistance of the ATEP Development Team (including outside real estate experts and specialized legal counsel), the creation of the legal framework which is necessary for ATEP to operate efficiently and for the District to successfully market the property to potential ground I ease partners.

The purpose of the ATEP Development Update and Proposed Legal Structure presentation is to inform the Board of Trustees of recent milestones in the development of the ATEP project and to introduce the legal documents which are necessary for the next steps in ATEP's evolution.

The presentation is organized into four broad areas for discussion:

- 1. development milestones;
- 2. an overall site update;
- 3. the legal structure for the operation of ATEP; and
- 4. next steps.

The documents representing the proposed legal structure for the operation of ATEP are as follows:

- a Declaration of Covenants, Conditions, and Restrictions on the ATEP property ("ATEP CC&Rs");
- Articles of Incorporation, Bylaws, Master Agreement, and Asset Management Agreement (collectively, the "Auxiliary Documents") for the creation and appointment of the ATEP Facilities Corporation, an "auxiliary organization" under the Education Code; and a
- Memorandum of Understanding (MOU) between SOCCCD and the California School Employees Association, Chapter 586 (CSEA) regarding ATEP. (EXHIBIT I)

<u>STATUS</u>

The ATEP CC&Rs, Auxiliary Documents, and SOCCCD-CSEA MOU will be presented this evening along with other timely information regarding status of the ATEP site by Victor Negrete, Executive Director, Public-Private Partnership Development, and others (EXHIBIT A).

The ATEP Legal Structure packet includes the following:

- 1. Summary of ATEP CC&Rs (EXHIBIT B);
- 2. Project CC&Rs (EXHIBIT C);
- 3. Summary of Legal Structure (EXHIBIT D);
- 4. ATEP Facilities Corporation, Articles of Incorporation (EXHIBIT E);
- 5. ATEP Facilities Corporation, Bylaws (EXHIBIT F);
- 6. ATEP Facilities Corporation, Master Agreement (EXHIBIT G);
- 7. Asset Management Agreement (EXHIBIT H);

The legal documents (Exhibits C, E, F, G, and H) will be brought back to the Board for review and approval at the June 25, 2018 board meeting.

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ATEP

Advanced Technology & Education Park (ATEP)

Board of Trustees Update MAY 21, 2018

EXHIBIT A Page 1 of 27

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SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP MISSION

To offer applied education and training programs in current and emerging technological careers driven by innovative business, industry, and education partnerships.



SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE

ATEP

Outline

- I. Development Milestones
- II. Site Update (LIFOC Area; ARIC)
- III. Legal Documents
 - a. ATEP CC&Rs
 - b. Auxiliary Organization
- IV. Next Steps



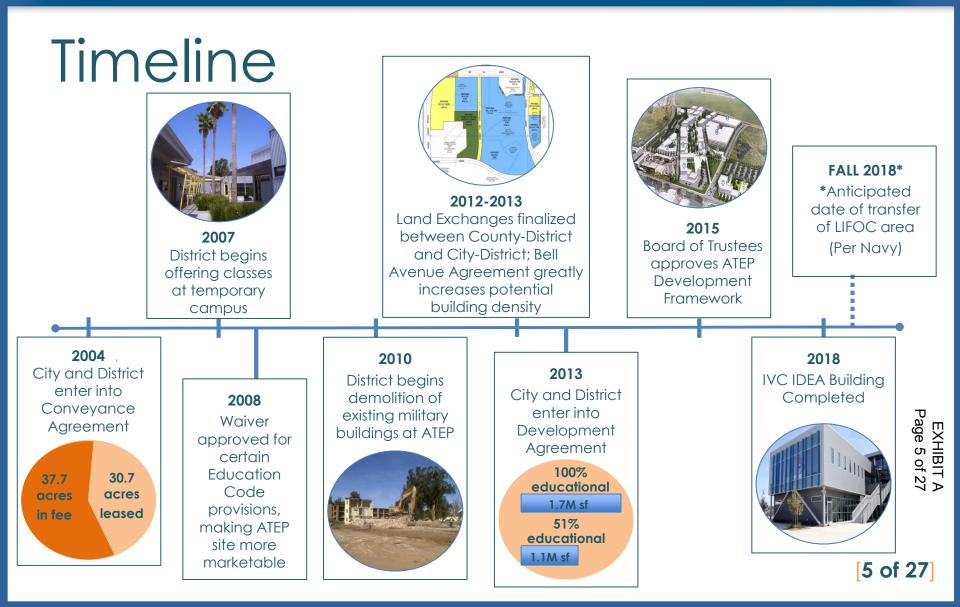
Development Milestones



SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE

ATEP





SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

IVC IDEA Building Dedication April 18, 2018



Image sour Irvine Valley College Marketing & Creative Services

Image source: Irvine Valley College Marketing & Creative Services



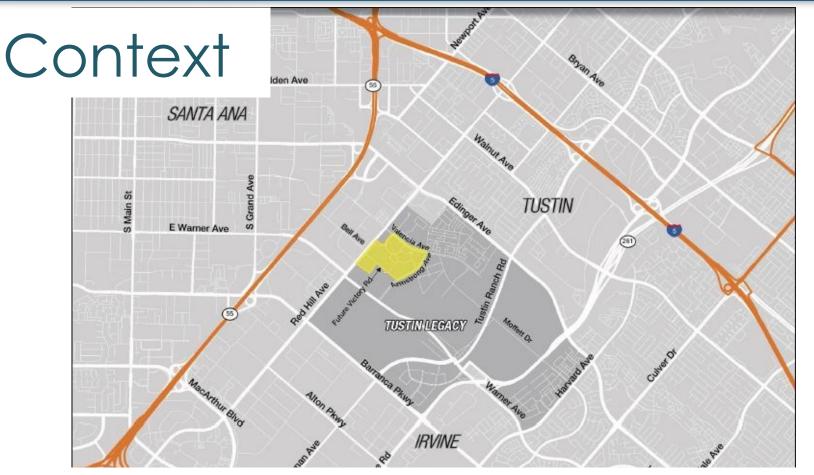
Site Update

EXHIBIT A Page 7 of 27

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ATEP



ATEP site comprises approximately 4% of the total land area at Tustin Legacy

EXHIBIT A Page 8 of 27



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Existing

The current configuration of ATEP consists of approximately 61.4 acres.

Thus far, one 32,492 sf structure has been built at the site (IVC IDEA Building).

New roads, traffic circles, sidewalks, underground utilities, and a parking lot have also been constructed at the site.



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ATEP

Existing + LIFOC

Of the total 61.4 acres, approximately 30.7 acres is currently under a Lease in Furtherance of Conveyance (LIFOC).

The LIFOC area contains contaminated groundwater which is currently being remediated.

Once the Navy makes a determination called a FOST (Finding of Suitability for Transfer), the land may be transferred.



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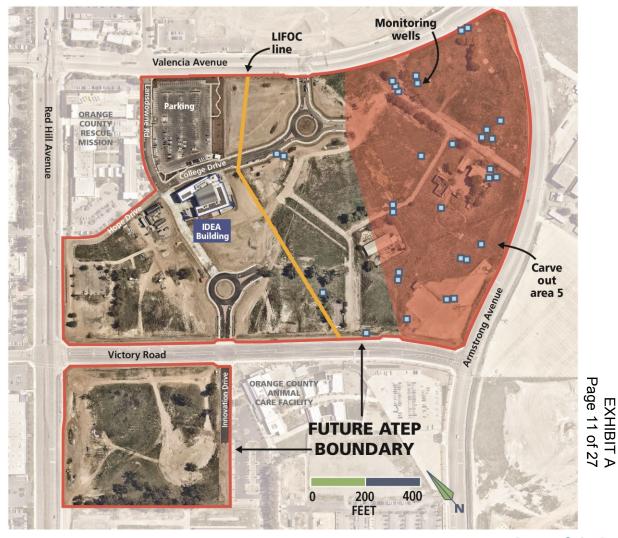
SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE

ATEP

Existing + LIFOC + ARIC & Monitoring Wells

A portion of the LIFOC, the ARIC (Area Requiring Institutional Controls), will likely require future occupants to incorporate "controls" (such as vapor barriers) as a condition of development. This is a common practice in urban redevelopment.



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SADDLEBACK COLLEGE

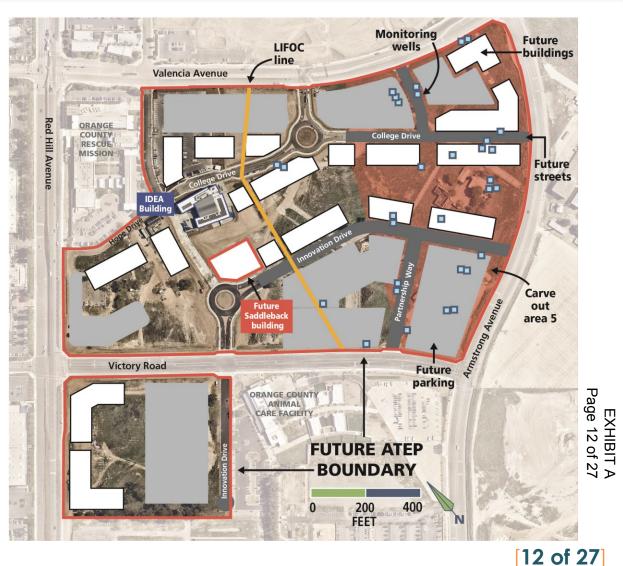
IRVINE VALLEY COLLEGE

ATEP

Build-out

This is what the ATEP site could look like at full build-out.

Depending on the uses and types of partners, the maximum building square footage of the project will be between 1 million and 1.7 million square feet.



Source: ATEP Development Framework (2015)

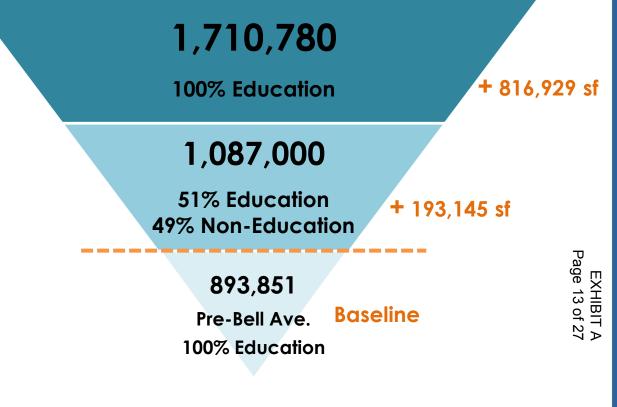
SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP Development Potential (sf)

Development Agreement requires a minimum of 51% educational uses at ATEP site.

The higher the % of educational uses, the higher the potential total square footage at the site.

The Bell Ave. Agreement increased the potential for development at ATEP by increasing traffic capacity of street network.



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Land Use Definitions & Ratios

Educational Uses (Category 1) and Non-Educational Uses (Category 2) are defined in the ATEP Development Agreement and the Tustin Legacy Specific Plan.

The Development Agreement dictates the permitted ratio of Category 1 to Category 2 uses at any given time.

Table of Required Ratios

Land Use Category 1		Land Use Category 2 Space Authorized		Ratios]
Space Commenced				a		-
Required	Required	Authorized	Cumulative	Category 1	Category 2	
Square	Cumulative	Square	Authorized	SF To	SF To	
Footage	Sq. Footage	Footage	Sq. Footage	Total SF	Total SF	
30,000	30,000	150,000	150,000	17%	83%	
30,000	60,000	100,000	250,000	19%	81%	
252,000	312,000	50,000	300,000	51%	49%]ac

EXHIBIT A



Legal Documents

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ATEP

ATEP CC&Rs

A Declaration of Covenants, Conditions & Restrictions ("ATEP CC&Rs") will be imposed on the entire ATEP site. The ATEP CC&Rs will be binding not only on the initial ground lessees but also on all future owners or occupants of ATEP.

CC&Rs are commonly used for real estate projects with multiple owners, tenants, or other occupants and shared facilities or common areas.

Homeowners' Associations Homeowners' Associations Homeowners' Parks Business Parks

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Image source: OC Virtual Offices

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ATEP CC&Rs

A Declaration of Covenants, Conditions & Restrictions ("Project CC&Rs") will be imposed on the entire ATEP site. The Project CC&Rs will be binding not only on the initial ground lessees but also on all future owners or occupants of ATEP.

This document establishes general parameters for:

- [1] Control of design and construction activity
- [2] Use restrictions
- [3] Maintenance obligations
- [4] Cost sharing obligations to fund Project maintenance
- [5] Appointment and authority of a "Project Operator"

SOCCCD will retain power to supplement or amend CC&Rs in future.

EXHIBIT A Page 17 of 27



SADDLEBACK COLLEGE

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ATEP

ATEP Facilities Corporation

A California nonprofit corporation to be known as "ATEP Facilities Corporation" will be formed by the District. This organization will meet the definition of an "auxiliary organization" under the Education Code.

Purpose of the Auxiliary

To manage the District's assets at ATEP, on behalf of, and for the benefit of, the District, and to serve as the Project Operator under the Project CC&Rs.

Project Operator

Responsible, among other things, for management of the common areas, collection of assessments and enforcement of the Project CC&Rs.



SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP Facilities Corporation

Auxiliary Documents

The documents necessary to form an auxiliary corporation under the Education Code consist of:

[1] Articles of Incorporation

This document establishes the name and purpose of the organization.



SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP Facilities Corporation

Auxiliary Documents

The documents necessary to form an auxiliary corporation under the Education Code consist of:

[1] Articles of Incorporation

[2] Bylaws

This document establishes the rules by which the organization will operate. Among other things, it defines the composition of the Board of Directors (including how members are appointed), meeting requirements, rules concerning record retention and reporting, as well as other business-related matters.

EXHIBIT A Page 20 of 27



SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP Facilities Corporation

Auxiliary Documents

The documents necessary to form an auxiliary corporation under the Education Code consist of:

- [1] Articles of Incorporation
- 2 Bylaws

[3] Master Agreement

This document sets forth the terms of the relationship between the District and the auxiliary organization. It describes the general functions of the ATEP Facilities Corporation and includes specific limitations on the powers of the auxiliary.



SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE ♦ ATEP

ATEP Facilities Corporation

Auxiliary Documents

The documents necessary to form an auxiliary corporation under the **Education Code consist of:**

- Articles of Incorporation [1]
- **Bylaws**
- **Master Agreement**

Asset Management Agreement [4]

This document establishes that the ATEP Facilities Corporation is the exclusive "asset manager," responsible for managing relationships with tenants at ATEP, acting as the "Project Operator" as defined in the CC&Rs, and overseeing the maintenance of any undeveloped portions of the ATEP property. It also provides guidelines for the auxiliary 22 of 27 organization to engage an outside property manager.

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SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

ATEP Facilities Corporation

MOU with CSEA

The District and the California School Employees Association, Chapter 586 (CSEA) signed a Memorandum of Understanding (MOU) on April 9, 2018.

The parties agree that the District (and later the auxiliary organization) will contract with outside entities for services at the Advanced Technology and Education Park (ATEP) such as parking lot maintenance, site security*, landscaping, and general maintenance of the project common areas.

*except for security services between the hours of 7 a.m.-10 p.m., Monday-Friday, excluding holidays, in which case the Irvine Valley College Police Department will continue.



Next Steps

EXHIBIT A Page 24 of 27



SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + A

EXHIBIT A

Moving Forward

Finalize ATEP Legal Structure
Requires: Board of Trustees (BOT) approval of ATEP CC&Rs and Auxiliary Documents; submission to California Community College's Chancellor's Office

Land Conveyance – anticipated Fall 2018
Requires: Navy and City of Tustin to agree to transfer; legal documents for real estate transfer

legal documents for real estate transfer
 Demolition of Existing Buildings on LIFOC
 Requires: District bid for demolition services (after transfer of LIFOC area is complete)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE

IRVINE VALLEY COLLEGE

Moving Forward

Master Signage Program

Requires: Board of Trustees approval of budget (this is included as part of the Basic Aid package for FY 2018-2019); submission and approval of design/construction by Division of State Architect (DSA), BOT, and City of Tustin

Ground Lease Agreements

EXHIBIT A Page 26 of 27 Requires: Board of Trustees approval of negotiations and ground lease agreements; approval of ground lease partner identity by City of Tustin

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SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

Thank you!

EXHIBIT A Page 27 of 27

MEMORANDUM

Direct Dial:	(949) 951-7431
Email:	senriquez@jacksontidus.law
Reply To:	Irvine Office
File No:	5764-44062

ТО	Ann-Marie Gabel
FROM	Sally Pienton Enriquez
CC	Andrew Bernstein; Ronald J. DeFelice
DATE	May 8, 2018
RE	Summary of Proposed ATEP CC&Rs

In 2015, the Board of Trustees of the South Orange County Community College District (the "**District**") approved a Development Framework for the Advanced Technology & Education Park ("**ATEP**" or "**the Project**") which contemplated that a Declaration of Covenants, Conditions and Restrictions for Advanced Technology & Education Park (the "**ATEP CC&Rs**") would be imposed upon all the real property within ATEP (both commercial and educational). The following memorandum summarizes the purpose and major provisions of the proposed ATEP CC&Rs. This Summary is intended for presentation to the Board of Trustees.

I. PURPOSE OF THE ATEP CC&Rs

The ATEP CC&Rs will serve as a general "constitution" to govern development and occupancy of the Project, as well as a mechanism for allocating and recovering the costs of operating and maintaining the "Project Common Area" within ATEP (as more particularly described in Paragraph III.A below). The ATEP CC&Rs will be binding not only on the initial developers/occupants with a direct contractual relationship with the District (by way of ground leases) but also on all future owners or occupants of the Project. Subject to certain specified limitations, the District will retain the right to record supplemental declarations which further amend or modify the ATEP CC&Rs as to all or only specific portions of the Project.

The ATEP CC&Rs establish the District's authority to regulate use and occupancy of ATEP. The rights and powers reserved in the ATEP CC&Rs include the authority (i) to adopt maintenance standards and architectural guidelines, (ii) to enforce express use prohibitions and to regulate certain other uses or activities, and (iii) to impose rules on vehicular parking and construction activity. A second, but also vital, function of the ATEP CC&Rs is to establish a mechanism for allocating the cost of operating and maintaining the Project Common Area within ATEP among the various Project Occupants, as well as the authority to impose assessments against each portion of the Project that is ground leased or otherwise

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www.jacksontidus.law 1400769.3 transferred by the District to a particular Project Occupant (each a "**Premises**") to recover such costs.

II. MANAGEMENT STRUCTURE

A. <u>District Control</u>. Unlike a traditional common interest development, ATEP will not be managed by an elected or appointed board comprised of owners or occupants of ATEP. Instead, the ATEP CC&Rs reserve control over management of ATEP to the District. Under this structure, the District (acting through the Board of Trustees) will retain policy-making authority over the Project, including the power to approve or disapprove specific rules or regulations regarding development, use and occupancy of the Project. The District will further have the exclusive right to adopt amendments to, or approve waivers or exemptions from, the provisions of the ATEP CC&Rs. Finally, the District will have the sole power to grant legal rights (such as utility easements, construction licenses or exclusive use easements) over any portion of the Project (subject to the rights of existing ground lessees, if applicable).

B. Delegation of Responsibilities to Project Operator. The ATEP CC&Rs provide that the District will establish a "Project Operator" to act as the District's agent in enforcing certain rights and performing certain obligations of the District under the ATEP CC&Rs. As more particularly discussed in a separate "Summary of Proposed ATEP Legal Structure" memorandum provided to you by Ronald J. DeFelice of Jackson Tidus, the Project Operator function will be performed by an auxiliary corporation to be formed by the District (the "Auxiliary"). The specific terms of, and limitations on, such delegation of the District's powers under the ATEP CC&Rs to the Auxiliary as Project Operator will be more particularly set forth in an Asset Management Agreement to be entered into between the District and the Auxiliary. In general, the District will delegate to the Project Operator the authority to implement the rules, regulations and policies adopted or otherwise approved by the District. The Project Operator's responsibilities will include: (i) enforcing the ATEP CC&Rs and rules and regulations implemented pursuant thereto, (ii) maintaining Project Common Area and performing all other day-to-day management functions for ATEP and (iii) setting budgets, determining and ensuring collection of assessments and otherwise providing financial management of ATEP. Subject to limitations set forth in the Asset Management Agreement, the Auxiliary as Project Operator will be authorized to enter into service and management contracts with third-party providers. The Project Operator will contract with one or more third-party property managers to perform such services under the direction of the Project Operator (and, again, further subject to the District's control on the terms set forth in the Asset Management Agreement).

III. PROJECT SERVICES

A. <u>Maintenance</u>. The ATEP CC&Rs specify the respective maintenance responsibilities of the Project Operator and the Project Occupants. Allocation of maintenance responsibilities of the various components of the Project is critical not only to ensure uniform and appropriate levels of maintenance but also to limit potential liability arising from failure to properly maintain such components. The Project Operator is responsible for maintenance of the following components of ATEP (the "Common Maintenance Items"): (i) "Project Facilities" (i.e. structures or facilities operated for the common use of all Project Occupants, such as shared parking facilities, transit facilities, outdoor dining areas and recreational facilities open for use by both District users and commercial tenants or other occupants), (ii) "Project Common Area" (i.e., walkways, drive aisles, landscape areas (including irrigation) and other portions of ATEP intended for common use rather than exclusive use or occupancy by particular Project Occupant(s)), and (iii) "Project Infrastructure Improvements" (i.e., utility lines and equipment providing data communication and other utility services to the Project Common Area or multiple Premises within ATEP). Project Occupants are responsible for maintenance of any structures, landscaping areas, walkways, dedicated parking facilities or other hardscape located on such Project Occupant's Premises or other portions of the Project reserved for the exclusive use of such Project Occupant or their tenants or guests, as well as any utility lines, equipment or facilities which exclusively serve such Premises (collectively, "Occupant Maintenance Items"). The Project Operator has no obligation to maintain any Occupant Maintenance Items but will have "step-in" rights to perform such maintenance at the expense of the responsible Project Occupant should the responsible Project Occupant fail to properly do so. Note that the allocation of maintenance obligations is also significant to the Project Operator's ability to recover a portion of its maintenance costs, as costs associated with Common Maintenance Items are included in the Common Expenses allocable among all Project Occupants as discussed in Paragraph V.B below.

B. <u>Environmental Compliance</u>. Development, occupancy and maintenance of ATEP is subject to a broad range of environmental requirements and obligations imposed by the U.S. Navy at the time the real property on which ATEP is being developed was originally transferred to the City of Tustin, and subsequently, to the District ("**Environmental Requirements**"). The ATEP CC&Rs obligate each Project Occupant to comply, and ensure compliance by its tenants and guests, with such Environmental Requirements as well as to indemnify the District against liabilities arising from any failure to so comply. The Project Operator's authority to enforce the ATEP CC&Rs includes the authority, but not the obligation, to enforce compliance with all applicable Environmental Requirements on behalf of the District.

C. <u>Utilities and Security Services</u>. The Project Operator is responsible for ensuring provision of utilities to the Project Common Area (including street lighting and water for landscape irrigation), but has no obligation to provide any utility services (including trash removal) to any Premises within ATEP. Each Project Occupant is solely responsible for obtaining such utility services as well as security services for its respective Premises. The Project Operator has the right, but not the obligation, to provide security services over the Project Common Area and Project Facilities.

D. <u>Restoration after Casualty or Condemnation</u>. In the event of a casualty or condemnation affecting any portion of the Project, each Project Occupant is solely responsible for the repair and restoration of its respective Premises Improvements or other Occupant Maintenance Items relating thereto. The Project Operator is only responsible for repair or restoration of Common Maintenance Items and then, only to the extent required to (i) restore

MEMORANDUM TO: Ann-Marie Gabel May 8, 2018 Page 4

essential access and/or utility services, (ii) ensure compliance with legal requirements and (iii) provide a level of functionality and amenities commensurate with similar educational and commercial office projects in Central Orange County. The ATEP CC&Rs allow for imposition of additional assessments if necessary to fund restoration of Common Maintenance Items.

IV. CONTROL OVER DESIGN AND CONSTRUCTION OF PROJECT

Architectural Review and Design Guidelines. Architectural approval A. requirements applicable to initial improvements constructed on each Premises ("Premises Improvements") will be set forth in the ground leases or other conveyance documents entered into by the District and the initial Project Occupant. Subsequent alterations to, or replacements of, such Premises Improvements ("Premises Alterations") will, however, be subject to architectural approval by the Project Operator or other agent appointed by the District (the "Approving Authority"), to the extent such Premises Alterations: (i) affect or are visible from exterior portions of the Premises, (ii) adversely impact use of the Project Common Area or operation of the Project Infrastructure Improvements, (iii) increase overall parking requirements for the Project or adversely affect Project Insurance (as defined in Paragraph VII.A below) or (iv) materially impair use or occupancy of any other Premises within ATEP. Architectural standards for Premises Alterations will be set forth in "Design Guidelines" established by the District. The Design Guidelines will further detail procedures for obtaining approval of Premises Alterations, including the plans, specifications and other information that must be submitted to the Approving Authority (the "Submittals") as well as fees that may be charged for review of such Submittals. The Approving Authority, with District consent, may exempt certain Premises Alterations from review or waive the requirements of all or any portion of the Design Guidelines applicable to such Premises Alterations.

B. <u>Regulation of Construction Activity</u>. The ATEP CC&Rs provide for adoption and implementation of a "**Contractor's Manual**" setting forth safety rules, licensing and insurance requirements and other regulations for conducting construction activity within ATEP. The ATEP CC&Rs also authorize imposition of construction management fees and requiring posting of "construction security" to ensure proper repair of any Common Maintenance Items damaged by any such construction activity. The Project Operator will be responsible for monitoring compliance with the Contractor's Manual and will have inspection rights to enter onto each Premises to inspect for such compliance with the requirements of the Contractor's Manual as well as construction in compliance with the Submittals approved by the Approving Authority.

V. FINANCIAL MANAGEMENT AND ASSESSMENTS

A. <u>Financial Management of the Project</u>. Subject to supervision of the District as set forth in the Asset Management Agreement, the Project Operator will manage and control all financial aspects of the Project, such as (i) approving expenditures for expenses incurred by the Project Operator in fulfilling its obligations under the ATEP CC&Rs ("**Project Expenses**"), (ii) preparing and tracking budgets, (iii) collecting assessments and other Project revenues (such as parking revenues); (iv) maintaining bank accounts or other financial arrangements for managing Project revenues and reserve funds, and (v) otherwise maintaining and managing accounting records and financial control systems for ATEP.

B. Recoverable Expenses. The ATEP CC&Rs obligate the Project Occupants to reimburse the District for their proportionate share of "Common Expenses" through payment of periodic assessments. Such Common Expenses will include the costs of: (i) maintaining, insuring and operating the Project Common Area and Project Facilities (including utilities charges), (ii) providing transportation, security or other Project-wide services and programs, and (iii) satisfying environmental monitoring, inspection or mitigation obligations, as well as (iv) administrative expenses for Project management (including compensation to third-party managers), (v) insurance and bonding expenses (allocable or direct) and (vi) any other recurring expenses incurred by the Project Operator for the common benefit of the Project Occupants or the Project as a whole. Common Expenses may also include a reserve component to fund nonrecurring expenses, self-insured retentions or insurance deductibles, upgrades to Common Maintenance Items or capital improvements to the Project Common Area. Expenses associated with maintenance or other services that benefit only certain Premises or Project Occupants may be allocated only to the benefitted Project Occupants through "special benefit" assessments (comparable to a "cost center" approach).

Assessments and Project Obligations. Assessments will be imposed on each C. Premises based on the "Allocable Share" assigned to such Premises. Such Allocable Share will be determined based on the ratio of (i) the Building Area of Premises Improvements located on such Premises to (ii) the total Building Area (as defined in Section 1.1.12 of the ATEP CC&Rs) of all Premises Improvements within ATEP. The Project Operator may also establish "special benefit" assessments to allocate expenses which benefit some, but not all, of Premises and/or Project Occupants (for example, expenses for a parking facility shared only by a few of the Premises) only to the Premises so benefitted (again, based on the ratio of the Building Area constructed on each benefitted Premises). The Project Operator further has authority to impose and collect (i) Compliance Assessments against Project Occupants to recover any additional costs (including corrective action and enforcement costs) incurred by the Project Operator due to such Project Occupant's violation of the ATEP CC&Rs (including the cost of "corrective action" by the Project Operator as well as enforcement costs) and (ii) Capital Improvement Assessments to fund capital improvements to Project Facilities or Common Maintenance Items, as well as (iii) Extraordinary Assessments to cover the cost of emergency services or repairs. All Assessments will be payable to the District and collected by the Project Operator as the District's agent. The District will have the sole authority to incur indebtedness to finance construction of Project Facilities, Capital Improvements or other extraordinary Project Expenses.

VI. USE RESTRICTIONS.

The ATEP CC&Rs generally permit any "educational, commercial, public-serving or other use" permitted under the applicable ground lease or other conveyance documents as well as applicable zoning and other legal requirements. However, the ATEP CC&Rs also include a list

of expressly prohibited uses, such as businesses providing post-detention services to convicted felons, firearms-related businesses, drug or alcohol treatment facilities and businesses engaged in sale of cannabis or related products. Changes in use or uses requiring issuance of a conditional use permit by the City of Tustin also require prior consent from the Project Operator (or, as to District-related users, the District). The use restrictions in the ATEP CC&Rs further address "nuisance" uses, uses inconsistent with environmental restrictions, handling of wastes, possession of firearms, signage and parking/vehicular regulations.

VII. MISCELLANEOUS PROVISIONS

A. <u>Insurance</u>. As with maintenance requirements, the ATEP CC&Rs allocate responsibility for insuring components of ATEP between the Project Occupants and the Project Operator. The Project Operator will be responsible for liability and casualty coverage for the Project Common Area and Project Facilities (the "**Project Insurance**"), but other than requiring coverage "as near as possible to full replacement value" on the casualty insurance, the ATEP CC&Rs do not dictate specific forms or other requirements of the Project Insurance. Accordingly, the Project Insurance may be provided under existing District policies or insurance pools. All costs incurred by the Project Operator in obtaining such Project Insurance will be included within the Common Expenses allocable to the Project Occupants through assessments.

B. <u>Enforcement</u>. The Project Operator will have authority to enforce the ATEP CC&Rs under the direction of the District. The ATEP CC&Rs provide various remedies to the Project Operator, such as fines, lien rights and the right to record a "**Notice of Noncompliance**" or "**Notice of Delinquent Amount**" against title to the Premises of any Project Occupant in violation of payment obligations or other requirements of the ATEP CC&Rs.

C. <u>Additional District Powers</u>. As noted above, the District retains the right to amend or supplement the ATEP CC&Rs as to all or only select portions of the Project. The District further has the power to add or remove property from the scope of the Project. If, at some point after the District has transferred ownership of non-educational components of ATEP to individual owners, the District no longer wants responsibility over Project maintenance and operation, the ATEP CC&Rs afford the District the right (but in no event the obligation) to transfer such responsibilities to an "association" controlled by the Project Occupants.

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692-3635 Attention: Vice Chancellor, Business Services

(Space Above for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

FOR

ADVANCED TECHNOLOGY & EDUCATION PARK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK (this "*Declaration*") is made as of this day of _____, 201___ (the "*Effective Date*") by SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("*Declarant*"). This Declaration is made with reference to the facts set forth in the following Preamble. All capitalized terms set forth in the Preamble and not otherwise defined therein shall have the meaning set forth in <u>Article I</u> below.

PREAMBLE

A. Declarant is the owner of fee title, a subleasehold interest or other interest in certain real property located in the City of Tustin, County of Orange, State of California as more particularly described in <u>Exhibit A</u> attached hereto (the "*Land*") on which Declarant intends to establish an integrated mixed-use development consisting of both educational and commercial uses known as the "Advanced Technology & Education Park" or "ATEP."

B. Declarant desires that all of the Land now or hereafter included within the Project shall be occupied, used and maintained in accordance with the provisions of this Declaration.

C. Declarant intends that the Project is and shall continue to be held, conveyed, encumbered, leased, used and improved subject to the limits, restrictions, reservations, rights, easements, conditions and covenants in this Declaration in furtherance of a general plan for the operation, protection and maintenance of the Project as more particularly set forth in <u>Section 12.1</u> below. Notwithstanding the foregoing, Declarant does not intend that the Project shall be deemed a "common interest development" within the meaning of the California Commercial and Industrial Common Interest Development Act unless and until the occurrence of the "*Transfer Date*" pursuant to <u>Section 11.4.1</u> below.

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 **DEFINITIONS**. Unless otherwise expressly provided, the following words and phrases when used in this Declaration have the following meanings.

1.1.1 <u>Adjustment Threshold</u>. For purposes of determining the maximum amount the Annual Budget for Common Expenses for any fiscal year may be increased over the prior fiscal year without Majority Approval, an amount equal to six percent (6%) of the total amount of the Common Expenses actually incurred by the Project Operator in the prior year.

1.1.2 <u>Allocable Share</u>. That portion (expressed as a percentage) of the Project Expenses to be allocated to each Project Occupant pursuant to <u>Section 5.2.2</u> below.

1.1.3 <u>Annexation Declaration</u>. A Supplemental Declaration recorded pursuant to <u>Section 11.3</u> below to annex additional real property into the Covered Property.

1.1.4 <u>Annexed Territory</u>. Any portion of the Land or other real property in the vicinity thereof which is made subject to this Declaration by annexation into the Covered Property pursuant to <u>Section 11.3</u> below.

1.1.5 <u>Annual Adjustment Date</u>. July 1st of each calendar year.

1.1.6 <u>Annual Budget</u>. A reasonably detailed budget of the Common Expenses and other Project Expenses projected by the Project Operator to be incurred during any fiscal year in the operation of the Project, which Annual Budget shall be prepared and maintained by the Project Operator pursuant to <u>Section 5.2.3</u> below.

1.1.7 <u>Approving Authority</u>. The Project Operator or such other employee or agent of Declarant to which Declarant or Project Operator may delegate the authority under <u>Article IV</u> below to review and approve Submittals and/or inspect any Premises Improvements or Premises Alterations constructed in connection therewith.

1.1.8 <u>Asset Management Agreement</u>. The agreement to be entered into between Declarant and the Project Operator, as amended from time to time, establishing the scope and terms of the Project Operator's authority and obligations as the agent of Declarant for purposes of fulfilling the obligations of the Project Operator as set forth therein or in this Declaration.

1.1.9 <u>Assessments</u>. Any charge levied against a Project Occupant and its Premises pursuant to <u>Article V</u> below, including Regular Assessments, Capital Improvement Assessments, Extraordinary Assessments, Compliance Assessments and Special Benefit Assessments.

1.1.10 <u>Association</u>. A California nonprofit mutual benefit corporation, a California nonprofit public benefit corporation, or an unincorporated association that satisfies the requirements of an "Association" under California Civil Code Section 6528 to which Declarant may assign and transfer all authority and obligations of the Project Operator hereunder pursuant to <u>Section 11.4</u> below.

1.1.11 <u>Association Supplemental Declaration</u>. A Supplemental Declaration to be recorded by Declarant against the Covered Property upon transfer of the Project Operator's authority and obligations to an Association pursuant to <u>Section 11.4</u> below. Such Supplemental Declaration shall set forth matters reasonably necessary and appropriate for operation of the Association and exercise of the Association's authority and performance of its obligations hereunder, as contemplated in Section <u>11.4.3</u> below.

1.1.12 <u>Building Area</u>. The total horizontal floor area of all floors within any Premises Improvements, including the exterior walls thereof, measured in square feet (but exclusive of trash enclosures, covered malls, roofed patio areas, parking structures or covered parking, covered driveways and covered loading areas), determined based on the then-current standard method of measurement for office buildings, as promulgated by the Building Owners and Managers Association International (ANSI/BOMA Z65.1) or such other standards as may be reasonably selected and consistently applied by the Project Operator.

1.1.13 <u>Capital Improvement</u>. Any permanent structure constructed within the Project Common Area or any other improvement or fixture attached to or otherwise incorporated into any Common Maintenance Item and not easily removable without damage thereto, along with any replacements, additions or upgrades thereto. Capital Improvements may include off-site improvements required as a condition to development of the Project.

1.1.14 <u>Capital Improvement Assessment</u>. An Assessment imposed pursuant to <u>Section 5.3.6</u> below to finance restoration, replacement or reconstruction of Common Maintenance Items or to otherwise construct or install Capital Improvements for the benefit of the Project.

1.1.15 <u>Casualty Event.</u> The occurrence of damage to, or destruction of, improvements or property within the Project due to fire, wind, rain, wrongful acts of third parties or other causes typically covered by property casualty insurance.

1.1.16 <u>Central Orange County Area</u>. The geographical area encompassed by the cities of Tustin, Irvine and Costa Mesa.

1.1.17 <u>CID Act</u>. The California Commercial and Industrial Common Interest Development Act (Cal. Civ. Code §6500 et. seq.).

1.1.18 <u>City</u>. The City of Tustin, California, and its various departments, divisions, employees and representatives.

1.1.19 <u>Common Expenses</u>. Recurring costs and expenses incurred by the Project Operator on behalf of Declarant in the management and operation of the Project as more particularly described in <u>Section 5.2.1</u> below, which Common Expenses shall be reimbursed by, the Project Occupants on the terms set forth in <u>Section 5.2</u> below.

1.1.20 <u>Common Maintenance Item(s)</u>. Those components of the Project to be maintained by the Project Operator pursuant to <u>Section 3.1.1</u> below.

1.1.21 <u>Compliance Assessment</u>. A charge imposed against a particular Project Occupant to recover costs incurred by the Project Operator due to violations of the Governing Documents by such Project Occupant or its Permittees or any other costs or expenses for which such Project Occupant may be responsible, as more particularly described in <u>Section 5.3.5</u> below.

1.1.22 <u>Contractor's Manual</u>. Rules governing the conduct of construction activity within the Project promulgated by Declarant pursuant to the Conveyance Documents for each Premises prior to initial development thereof, along with any updates, amendments or supplements thereto issued by Declarant from time to time.

1.1.23 <u>Conveyance Documents</u>. Any ground lease, quitclaim deed or other instrument or agreement transferring a fee or ground leasehold interest or other exclusive

occupancy right in any Premises from Declarant to any Project Occupant, as well as any development covenants, conditions, restrictions or other agreements or instruments entered into between Declarant and such Project Occupant as a condition to such transfer.

1.1.24 <u>Corrective Action</u>. Any repair, reconstruction, maintenance, monitoring, enforcement or other action undertaken by the Project Operator (a) to cure any violation of the Governing Documents by any Project Occupant or its Permittee or to prevent, remedy or mitigate the impact thereof, or (b) otherwise required due to any actions, inactions or activities of such Project Occupant or such Project Occupant's Permittees within the Project which results in damage to any Common Maintenance Item or the need for additional maintenance or repair thereof in excess of what would otherwise be required due to normal wear and tear.

1.1.25 <u>Covered Property</u>. All of the real property subject to this Declaration from time to time. The Covered Property shall include that certain real property legally described in <u>Exhibit B</u> attached hereto, along with any additional property added to the Covered Property and made subject to this Declaration upon recordation of a Supplemental Declaration against such additional real property pursuant to <u>Section 11.3</u> below.

1.1.26 <u>CPI Index</u>. The Consumer's Price Index - All Items, for the Los Angeles-Riverside-Orange County Area, All Urban Consumers (1982-1984 = 100). If the base year of the CPI Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the CPI Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the CPI Index is discontinued, or if the basis of calculating the CPI Index is materially changed, the term "CPI Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the CPI Index.

1.1.27 <u>Declarant</u>. South Orange County Community College District, a public agency, or any other entity to which the SOCCCD may transfer, directly or by operation of law, all or substantially all of its right, title and interest in the Project Common Area or any other party to which the Declarant named herein or any successor-in-interest thereto may assign its rights hereunder by an express assignment recorded in the Official Records.

1.1.28 <u>Design Guidelines</u>. Guidelines setting forth architectural standards and design requirements for all Premises Improvements and other improvements to be constructed or installed within the Project, along with submittal requirements, review procedures and other provisions relating to design review thereof.

1.1.29 <u>Development Agreement</u>. That certain "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" by and between City and Landlord dated May 22, 2013 and recorded in the Official Records on May 23, 2013 as Instrument No. 2013000312295, as amended by Amendment No. 1 thereto dated July 8, 2014 and recorded in the Official Records on July 9, 2014 as Instrument No. 2014000272537, and rerecorded in the Official Records on August 7, 2014 as Instrument No. 2014000318112, as amended from time to time.

1.1.30 <u>Discretionary Restoration</u>. Any repair or restoration of any Common Maintenance Item following occurrence of a Casualty Event which the Project Operator is not obligated to perform pursuant to <u>Section 3.4.2</u> below but which the Project Operator, in its sole discretion, otherwise elects to perform for the benefit of the Project.

1.1.31 <u>District Use</u>. Any educational operations conducted by Declarant or any affiliate thereof on any portion of the Covered Property, along with any administrative uses in support of such educational operations.

1.1.32 Environmental Requirements. Any and all (i) federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, plans, risk management plans, recorded property covenants and/or restrictions, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future relating to health, safety or the environment or to any Hazardous Substances which at any time are or otherwise become applicable to the Project, the Project Occupants or their Permittees, including without limitation, any requirements of the National Pollutant Discharge Elimination System ("*NPDES*") adopted pursuant to the Federal Clean Water Act and/or any best management practices described in any Storm Water Pollution Prevention Plan ("*SWPPP*") or Water Quality Management Plan ("*WQMP*") applicable to the Project and/or in the California Storm Water Best Management Plan Covenants, and restrictions now or hereafter contained in the Environmental Restrictions.

1.1.33 <u>Environmental Restrictions</u>. The Navy Deed, the City Deed, the Second Navy Deed, the Second City Deed, any Covenant to Restrict Use of Property recorded in connection therewith (each, a the "*CRUP*") and any amendments, restatements or replacements thereto, as well as any other environmental covenants, conditions and restrictions now or hereafter recorded against the Covered Property or any portion thereof pursuant thereto, as amended, restated or supplemented from time to time.

1.1.34 <u>Excess Proceeds</u>. Any Restoration Proceeds recovered by Declarant which exceed the total amount of (i) associated Restoration Costs incurred by the Project Operator plus (ii) the cost of recovering such Restoration Proceeds.

1.1.35 <u>Exclusive Use Area</u>. Any portion of the Project reserved, by easement, license or otherwise, for the exclusive use of any Project Occupant or its Permittees, but located outside of the Premises transferred to the Project Occupant by lease or other Conveyance Document.

1.1.36 <u>Extraordinary Assessment</u>. An Assessment imposed to fund payment of any emergency costs or other unanticipated but necessary expenses pursuant to <u>Section 5.3.7</u> below.

1.1.37 <u>First Mortgage (First Mortgagee)</u>. Any deed of trust or mortgage lien recorded against any given Parcel within the Project as security for payment or performance of any obligations of the Project Occupants or Permittees thereof, but only to the extent such deed of trust or mortgage lien holds a senior or "first position" priority over all other monetary liens or encumbrances (other than tax or assessment liens) recorded against such Parcel. A "First Mortgagee" shall be the holder of a beneficial interest in such Parcel pursuant to such First Mortgage.

1.1.38 <u>Governing Documents</u>. This Declaration, as amended by any Supplemental Declarations thereto, as well as any Rules and Regulations issued by Declarant or the Project Operator pursuant hereto.

1.1.39 <u>Governmental Authority</u>. Any federal, state or local governmental or quasi-governmental body or authority having jurisdiction over the Project, including without limitation, the United States of America acting through the Department of the Navy (the "*Navy*"), the California Division of the State Architect and the City.

Hazardous Substances. Any hazardous or toxic substances, materials 1.1.40 or wastes which are or become regulated by any local governmental authority, the State of California or the United States Government, including, without limitation, any material or substance which is (i) defined as "Hazardous Waste," "Extremely Hazardous Waste" or "Restricted Hazardous Waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "Hazardous Substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presly-Tanner Hazardous Substance Account Act), (iii) defined as a "Hazardous Material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "Hazardous Substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) defined as "Hazardous Waste" or "Extremely Hazardous Waste" pursuant to Article 2 of Title 22 of the California Code of Regulations, Division 4.5, Chapter 10 (viii) pesticides, (ix) polychlorinated biphenyls, (x) solvents, (xi) defined as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (xii) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (xiii) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (xiv) defined as a "Hazardous Substance" pursuant to Section 401.15 of the Clean Water Act, 40 C.F.R. 116, (xv) included in the list of "Extremely Hazardous Substance" issued pursuant to Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002 et seq.

1.1.41 <u>Hearing</u>. A hearing before Declarant or any panel of neutral Project Occupants or independent consultants or other disinterested Persons designated by Declarant conducted in accordance with <u>Section 10.1.3</u> below to hear and resolve disputes between Project Occupants or between one or more Project Occupants and the Project Operator regarding allocation of maintenance obligations or any alleged non-compliance with the provisions of the Governing Documents or violations thereof, or responsibility for such violation or noncompliance.

1.1.42 <u>Legal Requirements</u>. The Environmental Requirements and any other laws, rules, regulations, orders, ordinances, subdivision requirements, zoning restrictions, mitigation measures, subdivision or entitlement conditions or other requirements of the City or any other federal, state or local Governmental Authority having jurisdiction over the Project as may be applicable thereto, including without limitation any conditions, requirements or restrictions imposed under the Development Agreement or any Environmental Requirements applicable to the Project, as the same may be amended, restated, supplemented or superseded from time to time.

1.1.43 <u>Lien Notice</u>. A notice to be recorded by the Project Operator against any Parcel within the Covered Property or Premises located therein in accordance with <u>Section</u> <u>10.2.3</u> below regarding delinquent Assessments allocated to such Premises.

1.1.44 <u>Majority Approval</u>. The written approval of Project Occupants holding in aggregate more than fifty percent (50%) of all Allocable Shares within the Project, determined as of the first day of the calendar month in which such written approval is requested by the Project Operator.

1.1.45 <u>Notice of Delinquent Amount</u>. A notice issued by the Project Operator to a Project Occupant regarding any delinquent Assessments in accordance with <u>Section 10.2.2</u> below.

1.1.46 <u>Notice of Non-Compliance</u>. A notice recorded by the Project Operator pursuant to <u>Section 10.1.1.2</u> below against the Parcel or Premises of any Project Occupant who fails to cure any non-compliance with or violation of the terms of this Declaration within the time set forth in the Notice of Violation previously delivered to such Project Occupant.

1.1.47 <u>Notice of Violation</u>. A written notice issued by the Project Operator and delivered to a Project Occupant pursuant to <u>Section 10.1.1</u> below regarding any condition of non-compliance or violation of the terms of this Declaration by such Project Occupant or any Permittee thereof.

1.1.48 <u>Occupant Infrastructure Improvements</u>. Any telecommunications lines, equipment or facilities, street improvements, drainage improvements or other utility lines, equipment or facilities located anywhere within the Project which exclusively serve any single Premises. The Occupant Infrastructure Improvements shall include the point of connection with any telecommunications or other utility lines, pipes, conduits, equipment or facilities constituting Project Infrastructure Improvements.

1.1.49 <u>Occupant Maintenance Items</u>. The Premises Improvements and any other component of the Project to be maintained by the Project Occupant pursuant to <u>Section</u> <u>3.1.2</u> below.

1.1.50 <u>Occupant-Maintained Insurance</u>. All insurance carried by any Project Occupant or its Permittee as required by <u>Section 8.2</u> below.

1.1.51 <u>Parcel</u>. Each separate legal lot within the Covered Property as shown on any subdivision maps now or hereafter recorded against the Covered Property or any portion thereof.

1.1.52 <u>Parking and Traffic Rules</u>. Rules and Regulations issued by the Project Operator from time to time to govern the parking and operation of vehicles within the Covered Property, as contemplated in <u>Section 6.9</u> below.

1.1.53 <u>Payment Policy</u>. A written policy distributed by the Project Operator pursuant to <u>Section 5.4.1</u> below setting forth policies for billing, payment and collection of Assessments, including due dates, installment options and payment methods, as well as late charges and other consequences for delinquent payments.

1.1.54 <u>Permittees</u>. Any person from time to time (i) entitled to the use and occupancy of any Premises within the Covered Property (or any portion thereof) under any sublease, license or other arrangement with a Project Occupant, and (ii) any tenant, subtenant employee, owner, officer, agent, licensee, concessionaire, contractor, customer, student, visitor or other invitee of a Project Occupant or any Permittee thereof.

1.1.55 <u>Permitted Use</u>. Any use of a Premises permitted under applicable Legal Requirements and the Conveyance Documents applicable thereto and otherwise not in violation of any restriction set forth in <u>Article VI</u> below.

1.1.56 <u>Person</u>. Person means a natural individual or any partnership, limited liability company, corporation, association or other form of business entity recognized under California law. When the word "person" is not capitalized, the word only refers to natural persons.

1.1.57 <u>Premises</u>. Any portion of the Covered Property subject to a leasehold or fee interest held by a Project Occupant (or jointly by two or more Project Occupants as cotenants thereof) pursuant to a ground lease, deed or other instrument executed by Declarant to convey or otherwise create such interest. The Premises transferred to any Project Occupant may encompass all or only a portion of a particular Parcel. In the event that Declarant conveys fee title to any Parcel or portion thereof to a Project Occupant, whether upon termination of a Ground Lease or otherwise, such portion of the Covered Property shall nonetheless be referred to herein as the "Premises."

1.1.58 <u>Premises Alteration</u>. Any alteration, installation, construction, reconstruction, replacement, relocation, demolition or removal of any existing Premises Improvement previously approved pursuant to this Declaration or the Conveyance Documents applicable thereto.

1.1.59 <u>Premises Improvements</u>. Any buildings, structures or other Improvements constructed on any Premises by a Project Occupant or agents thereof, including without limitation the following: (a) any Occupant Infrastructure Improvements, grading improvements, landscaping, hardscaping and irrigation improvements and street improvements located on such Parcel and dedicated to the exclusive use of the Project Occupant and Permittees thereof; (c) any sidewalks, walkways, and other accessways located on such Parcel; (d) all environmental control systems or other improvements required to be incorporated into any building or other structure in order to comply with the Design Guidelines, the Environmental Requirements or any other requirements of the applicable Conveyance Documents; and (e) any replacements, reconstruction or restorations of any of the foregoing.

1.1.60 <u>Project</u>. The integrated educational and commercial project developed on the Covered Property, including all Premises Improvements, Project Facilities and Project Common Area now or hereafter located thereon.

1.1.61 <u>Project Common Area</u>. That portion of the Covered Property owned by Declarant (either in fee or by sublease) and designated by Declarant for management and control by the Project Operator in accordance with this Declaration. The Project Common Area shall not include (i) any portion of the Covered Property retained by Declarant or any affiliate thereof for District Use, (iii) any vacant or undeveloped portion of the Covered Property or (iv) any portion of the Covered Property conveyed in fee or otherwise subject to a ground leasehold interest or exclusive use easement held by any Project Occupant (provided that the Project Common Area may, to the extent so designated by Declarant, include any such portion of the Covered Property which is subject to easements for the benefit of the other Project Occupants and their Permittees pursuant to <u>Article VII</u> below). <u>Exhibit C</u> attached hereto depicts the Project Common Area as of the initial recordation of this Declaration. <u>Exhibit C</u> may be amended or supplemented from time to time to designate additional portions of the Covered Property as Project Common Area by a Supplemental Declaration executed and recorded by Declarant.

1.1.62 <u>Project Expenses</u>. All expenses incurred by the Project Operator to (a) install, maintain, repair, restore or replace Common Maintenance Items, (b) provide services for the benefit of the Project, the Project Occupants or their Permittees, (c) manage and operate the Project Common Area or (d) otherwise fulfill the responsibilities assigned to the Project Operator hereunder, all for the benefit of the Project.

1.1.63 <u>Project Facilities</u>. Any buildings or structures constructed on the Project Common Area by or on behalf of Declarant, which buildings or structures are operated for the common use or benefit of Project Occupants or Permittees thereof. Project Facilities may include, without limitation, bus shelters, bike racks or other transit facilities, parking facilities, meeting or assembly facilities, shade structures, outdoor dining areas, food service facilities or recreational facilities. Notwithstanding the foregoing, the Project Facilities shall not include any buildings, structures or other improvements which are (i) exclusively reserved for the conduct of any District Use or (ii) constructed within any Exclusive Use Area for the exclusive use of the Project Occupant or Permittees of any Premises to which such Exclusive Use Area may be appurtenant.

1.1.64 <u>Project Infrastructure Improvements</u>. All lines, pipes, conduits and other equipment or facilities reasonably required to provide water, electricity, gas, sewer, telecommunications, data communication or other necessary utility services to the Project Common Area or any two (2) or more Premises within the Covered Property, as well as all drainage improvements, street or access improvements, power generation or storage equipment, or other infrastructure facilities or improvements located within the Project Common Area, or pursuant to any easements reserved in <u>Section 7.2.3</u> below, on any other portion of the Covered Property, which serve any two or more Premises within the Covered Property. Project Infrastructure Improvements shall not include any facilities or improvements constituting Occupant Infrastructure Improvements.

1.1.65 <u>Project Insurance</u>. Any insurance coverage maintained by Declarant pursuant to <u>Section 8.1</u> below affording coverage against (i) damage, loss or other casualties affecting the Project Facilities or any other portion of the Project Common Area, (ii) liabilities arising from use or occupancy of the Project Facilities or any other portion of the Project Common Area or (iii) any other insurable liabilities, costs or expenses incurred by the Project Operator in connection with occupancy, use, operation and maintenance of the Project pursuant to this Declaration.

1.1.66 <u>Project Obligations</u>. Indebtedness incurred on behalf of Declarant for payment of Project Expenses exceeding the amount of available Project Revenues at any time.

Project Occupant. Any person or entity holding fee title to any 1.1.67 Premises within the Covered Property as well as any person or entity holding a ground leasehold interest in any Premises through a direct ground lease with Declarant as ground lessor. In the event that Declarant or any affiliate thereof develops any Premises for purposes of conducting a District Use thereon, Declarant or such affiliate shall constitute a Project Occupant for purposes of such Premises only. In the event that fee title or a ground leasehold interest in any Premises is jointly held by two or more persons or entities, each such party shall be a Project Occupant and the liability of each such Project Occupant under this Declaration shall be joint and several. The term Project Occupant shall not include any sublessee, space tenant, licensee, or other Permittee of any Project Occupant; provided that a Project Occupant may, with the consent of Declarant which may be withheld in Declarant's sole discretion, assign its rights hereunder to a sublessee of all (but not less than all) of a Project Occupant's interest in a particular Premises pursuant to a written assignment executed by the assigning Project Occupant, such sublessee and Declarant. No such assignment shall relieve the assigning Project Occupant from liability for payment of any charges, fines or other costs and expenses allocable to the Project Occupant's Premises The term "Project Occupant" shall not include a mortgagee of any Premises hereunder. notwithstanding the prior commencement of any actions or proceedings to foreclose upon the interest of a Project Occupant in such Premises unless and until title to the mortgaged interest passes to such mortgagee.

1.1.68 <u>Project Operator</u>. The corporation or other entity designated by Declarant pursuant to <u>Section 2.1</u> below to have authority as Declarant's agent over, and responsibility for, operation and maintenance of the Project, enforcement of this Declaration and performance of all other obligations assigned to the Project Operator as set forth in this Declaration or in the Asset Management Agreement.

1.1.69 <u>Project Revenues</u>. All revenues received by the Project Operator (as Declarant's agent) from operation of the Project, including Assessments collected from Project Occupants, amounts charged to Project Occupants due to noncompliance with the Governing Documents, and revenues derived from operation of the Project Facilities or any other component of the Project Common Area (including revenues or other amounts collected from third-party operators thereof).

1.1.70 <u>Regular Assessment</u>. A charge levied against the Project Occupants on an annual basis to fund payment of Common Expenses.

1.1.71 <u>Remediation Facilities</u>. Pipelines, pumps, monitoring wells, treatment facilities and other equipment and facilities, including associated utility improvements, installed or operated by the City, the United States of America (acting by and through the Department of the Navy), or any other governmental agency or authority, for purposes of monitoring or remediating environmental conditions within the Project.

1.1.72 <u>Required Restoration</u>. Any repair or restoration of any Common Maintenance Item which the Project Operator is obligated to perform pursuant to <u>Section 3.4.2</u> below.

1.1.73 <u>Replacement Reserves</u>. Replacement Reserves means those Assessment funds set aside pursuant to <u>Section 5.2.1.1</u> below for the purposes contemplated therein.

1.1.74 <u>Restoration Costs</u>. All costs incurred by the Project Operator to repair any damage to, or for replacement of, any Common Maintenance Item damaged or destroyed due to a Taking or Casualty Event.

1.1.75 <u>Restoration Proceeds</u>. Any amounts recovered by Declarant in connection with a Taking or Casualty Event affecting a Common Maintenance Item, including insurance proceeds, condemnation proceeds, reimbursement of Restoration Costs from the responsible Project Occupant(s) and any damages recovered from any other responsible third party.

1.1.76 <u>Rules and Regulations</u>. Any rules, regulations, policies or procedures (or amendments thereof) that the Project Operator may issue from time to time, pursuant to the authority established in <u>Section 2.2.1</u> below, regarding occupancy, use or maintenance of any Premises, Project Common Area or other portions of the Project. Rules and Regulations may include, without limitation, the Parking and Traffic Rules and any maintenance standards promulgated by the Project Operator from time to time.

1.1.77 <u>Sign Program</u>. Any design guidelines or signage program implemented by Declarant or the Project Operator from time to time as contemplated in <u>Section 6.11</u> below.

1.1.78 <u>Special Benefit Area</u>. Any group of one or more Premises within the Project, as designated by the Project Operator in its reasonable discretion pursuant to <u>Section</u> 5.3.4 below, who receive special services or other benefits provided by the Project Operator which are not otherwise provided to all other Premises within the Project.

1.1.79 <u>Special Benefit Assessment</u>. An Assessment imposed on the Premises located within a Special Benefit Area to recover costs allocated to the Special Benefit Area pursuant to <u>Section 5.3.4</u> below.

1.1.80 <u>Submittal</u>. Any plans, specifications, drawings, documents or other data that must be submitted to the Approving Authority pursuant to the Design Guidelines as a condition to review and approval of Premises Improvements or Premises Alterations pursuant to <u>Section 4.1</u> below.

1.1.81 <u>Supplemental Declaration</u>. An instrument executed and recorded by Declarant to add additional real property to the Covered Property or to otherwise amend or supplement all or any portion of the provisions of this Declaration in accordance with <u>Article XI</u> below.

1.1.82 <u>Taking</u>. Any condemnation by exercise of the power of eminent domain or any sale under threat of the exercise of the power of eminent domain which has the effect of transferring title to any portion of the Covered Property from Declarant or any Project Occupant thereof to any other federal, state or local governmental authority or public or private utility, or which otherwise results in the transfer thereto of any easements or other exclusive use rights over any portion of the Covered Property.

1.1.83 <u>Total Building Area</u>. The aggregate amount of Building Area within all Premises Improvements within the Project for which Assessments have commenced pursuant to <u>Section 5.3.1.1</u> below.

1.1.84 <u>Transfer Date</u>. The effective date for the transfer of the rights and obligations of the Project Operator hereunder to an Association formed by Declarant pursuant to <u>Section 11.4.1</u> below.

1.2 **INTERPRETATION**.

1.2.1 **General Rules**. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for operating a commercial common interest development and for maintaining the Project. As used in this Declaration, the singular includes the plural and the plural, the singular. The masculine, feminine and neuter each includes the others, unless the context dictates otherwise. Any reference in this Declaration to time of performance of obligations or to elapsed time means consecutive calendar days, months or years, as applicable, unless otherwise expressly provided.

1.2.2 Articles, Sections and Exhibits. The Article and Section headings have been inserted for convenience only and may not be considered in resolving questions of interpretation or construction. Unless otherwise indicated, any references in this Declaration to articles, sections or exhibits are to Articles, Sections and Exhibits of this Declaration. Exhibit A through Exhibit C attached to this Declaration are incorporated herein by this reference.

1.2.3 **Priorities and Inconsistencies**. If there are conflicts or inconsistencies between this Declaration and any Rules and Regulations issued by the Project Operator from time to time, the more restrictive provision shall prevail provided such Rules and Regulations are

otherwise in compliance with <u>Section 2.2.1</u> below. If there are direct conflicts or inconsistencies between the terms of the Conveyance Documents for a particular Premises and the provisions of this Declaration (as amended or supplemented by any Supplemental Declaration recorded against such Premises) or any Rules or Regulations issued pursuant thereto, the terms of the Conveyance Documents will prevail.

1.2.4 **Severability**. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

1.2.5 **Statutory References**. All references made in this Declaration to statutes are to those statutes as currently in effect or to subsequently enacted replacement statutes.

ARTICLE II PROJECT MANAGEMENT

RESERVATION AND DELEGATION OF MANAGEMENT AUTHORITY. 2.1 Declarant hereby reserves the right, power and authority to take all actions reasonably required to manage operation of the Project, as more particularly described in this Article II. Without limiting the foregoing, pursuant to the Asset Management Agreement, Declarant has designated ATEP Facilities Corporation, a California nonprofit public benefit corporation, as the "Project **Operator**" and has delegated to the Project Operator the authority and responsibility to (i) operate the Project Facilities, (ii) maintain the Common Maintenance Items, (iii) enforce the provisions of this Declaration, as amended from time to time, as well as any Rules and Regulations or other guidelines issued pursuant hereto, and (iv) otherwise exercise all authority and satisfy all responsibilities delegated to the Project Operator pursuant to this Asset Management Agreement and this Declaration. Declarant may delegate to the Project Operator such additional authority or responsibilities as may be reserved to Declarant in the Conveyance Documents for any Premises(s) within the Project; provided (i) such delegation is expressly set forth in the applicable Conveyance Documents or in a Supplemental Declaration recorded against the affected Premises and (ii) any additional expenses associated with the Project Operator's exercise of such rights or performance of such obligations shall be assessed only against the Project Occupant(s) of the affected Premises(s) and shall not be included in Common Expenses chargeable to all Project Occupants.

2.1.1 **Granting Rights**. Declarant expressly reserves the sole right and power to grant exclusive or nonexclusive easements and, either directly or through the Project Operator as its duly-authorized agent, licenses, rights-of-way or other access rights within the Project to the extent reasonably required: (a) for the provision of utilities and other services to the Project, (b) in connection with construction and development of Premises Improvements or Project Facilities, (c) for purposes of conformity with the as-built location of Project Facilities or Premises Improvements (but only to extent such Premises Improvements are approved by and constructed in accordance with the applicable Conveyance Documents or otherwise authorized by Declarant or the Project Operator), (d) in connection with any lawful lot line adjustment, or (e) for other purposes consistent with the intended use and development of the Covered Property.

The foregoing authority and power includes the right to create and convey easements or licenses over portions of the Project Common Area to one or more Project Occupants, provided that no such easements or licenses affecting the Project Common Area shall unreasonably impede access to the Premises Improvements located on any other Premises or otherwise materially adversely and unreasonably impair occupancy thereof.

2.2 **AUTHORITY AND RESPONSIBILITIES OF THE PROJECT OPERATOR**. Pursuant to the Asset Management Agreement, Declarant has assigned to the Project Operator the following responsibilities and authority (provided that such responsibilities and authority shall not constitute an obligation unless specifically stated herein):

2.2.1 **Rulemaking Authority**. The Project Operator shall have the authority to establish Rules and Regulations for the operation, maintenance, occupancy and use of the Project, subject to approval thereof by Declarant as well as the limitations set forth in <u>Section 2.2.1(a)</u> below. The foregoing rulemaking authority shall include the authority to modify, rescind or create exceptions to any such Rules and Regulations. The Rules and Regulations may include Parking and Traffic Rules, maintenance standards, restrictions on use of the Project or regulation of any other aspects of the Project over which the Project Operator has responsibility or control pursuant to the Governing Documents.

Limitations. The Rules and Regulations established by the (a) Project Operator shall be enforceable only to the extent they are consistent with the terms of the Governing Documents and do not otherwise violate (or require any Project Occupant to violate) any Legal Requirements applicable to the Project. No issuance of new Rules and Regulations or modifications to existing Rules or Regulations (but expressly excluding any clarifications of preexisting Rules or Regulations) shall require a Project Occupant to dispose of personal property or Premises Improvements located on such Project Occupant's Premises prior to the issuance of the new or modified Rule or Regulation if such personal property or Premises Improvements otherwise complied with the Governing Documents and the applicable Conveyance Documents prior to issuance or modification of such Rule or Regulation; provided that the foregoing exemption shall apply only during the term of such Project Occupant's occupancy of the applicable Premises and shall not apply to subsequent Project Occupants who acquires the right to occupy such Premises thereafter. Nothing in this Section 2.2.1(a) shall be deemed to exempt any Project Occupant from the obligation to fully comply with the Environmental Requirements or other applicable Legal Requirements, including any subsequent additions to or modifications of any such Environmental Requirements or other Legal Requirements.

(b) <u>Exculpation</u>. Neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of the establishment of (or failure to establish) any Rules or Regulations or amendments, restatements, deletions, and/or waivers thereof in accordance with this <u>Section 2.2.1</u>.

2.2.2 **Enforcement/Compliance Authority**. The Project Operator shall have the authority to enforce the Governing Documents in accordance with <u>Article X</u> below, including the right to impose fees or fines for any violations of the Governing Documents. Such enforcement authority shall include the authority to enforce any Parking and Traffic Rules

implemented for or otherwise applicable to the Project as set forth in <u>Section 6.9</u> below. The Project Operator shall further have authority, subject to the direction and control of Declarant, to monitor compliance with all Legal Requirements applicable to the Project and any related obligations imposed under the Conveyance Documents, such as use restrictions, development conditions, environmental restrictions, non-discrimination covenants and covenants regarding the provision of educational opportunities. Any breach or other non-performance of such obligations arising hereunder or under applicable Legal Requirements as to any Premises shall constitute a breach under the applicable Conveyance Documents in addition to a violation hereof, provided that the foregoing shall not be deemed to limit the rights or remedies of Declarant or the Project Operator hereunder in connection with any such violation.

2.2.3 Contracting Authority. The Project Operator shall have the authority to enter into contracts or other agreements with third-party providers in order to obtain required goods or services for the benefit of the Project or the Project Occupants, including (but not limited to) property management services, marketing services, information technology services, utilities, design/architectural services and security services, as well as contracts for maintenance and repair of the Project Common Area or Project Infrastructure Improvements within the Project (including contracts for maintenance and operation of any Project Facilities). The Project Operator shall further have the authority to enter into mutual benefit agreements, cost-sharing agreements or other agreements with adjacent property owners or Governmental Authorities regarding common maintenance, shared improvements, reciprocal or non-reciprocal use or access, environmental remediation or any other matter concerning the Project and/or benefitting the Project Occupants. Finally, the Project Operator shall have the authority to enter into agreements with a Project Occupant regarding the provision of special services or benefits to such Project Occupant which the Project Operator is not otherwise obligated to provide pursuant to the Governing Documents, provided that such agreement shall require that all costs thereof be reimbursed by, or otherwise solely allocated to, the Project Occupant receiving such special services or benefits

2.2.4 **Risk Management Authority**. The Project Operator shall have the authority and responsibility to manage the Project Insurance required pursuant to <u>Section 8.1</u> below. The Project Operator's risk management authority shall further include the authority to file or settle insurance claims and, subject to the direction and control of Declarant, the authority to commence, prosecute, defend or settle litigation matters relating to operation of the Project on behalf of the Declarant, including any personal injury, property damage, condemnation or other claims filed against or accruing to the benefit of the Project or Declarant.

2.2.5 **Financial Management Authority**. The Project Operator shall have control of the financial management of the Project in accordance with <u>Article V</u> below, including without limitation, the authority to take the following actions for the benefit of the Project:

(a) determine Annual Budgets for Common Expenses;

(b) collect Assessments from Project Occupants on behalf of Declarant to fund payment of Common Expenses;

(c) establish and maintain Replacement Reserves to fund long-term repairs and replacements;

- (d) manage payment of Common Expenses; and
- (e) assist Declarant in obtaining and managing Project Obligations.

2.2.6 Architectural and Construction Control Authority. The Project Operator shall have the authority to implement and enforce the Design Guidelines developed by the Declarant as well as any other architectural controls for construction of Premises Improvements and Project Facilities hereafter approved by Declarant. Project Operator shall further have the authority to implement and enforce the provisions of the Contractor's Manual providing for management of construction activity within the Project, in accordance with <u>Article IV</u> below; provided that Declarant shall have the sole power to approve amendments to the Design Guidelines and the Contractor's Manual to incorporate any additions or revisions which the Project Operator may determine to be reasonably required and in the best interest of the Project.

2.2.7 **Management Authority over Project Common Area**. The Project Operator shall have the authority and obligation to maintain and operate the Project Common Areas and all Project Facilities and Project Infrastructure Improvements located within the Project, including vehicular and pedestrian accessways, parking areas, transit facilities or other Project Facilities, on behalf of Declarant. The foregoing shall include the authority to design, construct, operate, maintain, repair and restore Project Facilities. The Project Operator shall further have the authority to permit or restrict use of the Project Facilities, including the right to license portions of the Project Facilities for short-term use by one or more Project Occupants or other Persons, for the conduct of special events, construction staging or other temporary uses.

2.2.8 Authority to Operate Project-Wide Programs. The Project Operator, acting on behalf of Declarant, shall have the authority to design, implement and operate Project-wide programs for the benefit of the Project and the Project Occupants, such as dedicated transit shuttles, ridesharing or other traffic management programs, as well as recycling/sustainability or other environmental education programs. The Project Operator shall further have the authority to conduct social and cultural activities and other Project-wide programs for the benefit of the Project Occupants to serve the educational, environmental, cultural and civic goals of the Project.

2.2.9 **Political Activities**. The Project Operator, with the approval of the Declarant, shall have the right to engage in federal, state or local political activities or activities intended to influence a governmental action directly related to development, operation and occupancy of the Project, including endorsement or support of legislative or administrative actions affecting such matters; provided that the Project Operator may not engage in any activities, make political contributions (including in-kind contributions) or otherwise expend any portion of the revenues collected from the Project Occupants pursuant to <u>Article V</u> below in support of any particular candidate(s) for political office.

2.3 **FORMATION OF COMMITTEES; DELEGATION**. Subject to any approval requirements or other limitations as may be set forth in the Asset Management Agreement, the Project Operator may appoint committees of Project Occupants and/or employees or agents of Declarant or the Project Operator, in each case to advise the Project Operator on any matters

within the Project Operator's jurisdiction; provided that such appointment shall not constitute a further assignment or delegation of the Project Operator's authority or responsibilities hereunder.

ARTICLE III PROJECT MAINTENANCE, SERVICES AND RESTORATION

3.1 MAINTENANCE OBLIGATIONS.

Maintenance Obligations of the Project Operator. The Project 3.1.1 Operator shall be responsible for maintenance and repair of the Project Common Area, including any Project Facilities or landscaping areas located therein. Declarant may from time to time designate additional components of the Project to be maintained by the Project Operator. The components of the Project to be maintained by the Project Operator pursuant to this Declaration (collectively, the "Common Maintenance Items") shall include, without limitation, (a) interior and exterior maintenance of Project Facilities and (b) maintenance, repair and replacement of walkways, drive aisles, parking areas and other hardscape areas within the Project Common Area as well as irrigation and maintenance of any landscape areas located thereon. The Common Maintenance Items shall not include maintenance of: (i) any Exclusive Use Areas or improvements located therein which are controlled or used exclusively by the Project Occupant or Permittees of the Premises to which such Exclusive Use Area is appurtenant, (ii) any portion of the Project Common Area dedicated to and accepted for maintenance by the City or any other Governmental Authority, (iii) any portion of the Project Common Area subject to the easement rights of any party to the extent the holder of such easement is responsible for maintenance thereof, (iv) any vacant land not yet conveyed (in fee or leasehold) to any Project Occupant for development and use thereof, or (v) any portion of the Project dedicated exclusively to a District Use.

3.1.1.1 Damage by Project Occupants. Each Project Occupant shall be liable for all costs incurred by Declarant or the Project Operator arising out of (i) damage to any portion of the Project Common Area or other Common Maintenance Item, or (ii) damage to, disturbance of, or interference with, the operation of any Remediation Facilities within the Project, in each case arising due to the acts or omissions of such Project Occupant or its Permittees. The Project Operator may levy a Compliance Assessment on the Premises of the responsible Project Occupant in an amount sufficient to recover such costs and expenses; provided however, that no such Compliance Assessment shall relieve the responsible Project Occupant for personal liability therefor. No such Compliance Assessment may be levied without ten (10) days' prior written notice to the responsible Project Occupant and a reasonable opportunity for such Project Occupant to request a Hearing pursuant to Section 10.1.3 below to dispute responsibility for the alleged damage, disturbance or interference. In connection with any such damage, disturbance or interference, the Project Operator shall further have the right, but not the obligation, to submit an insurance claim for recovery of associated costs and expenses against the Project Insurance or any insurance carried by or on behalf of the responsible Project Occupant. In the event that the Project Operator so elects to file an insurance claim, the responsible Project Occupant shall remain responsible for any deductible payable on such claim as well as any other uninsured portions of the Project Operator's associated costs or liabilities. If the fee or leasehold interest in any Premises is jointly held by two or more Project Occupants, the liability of its Project Occupants for such costs shall be joint and several.

3.1.1.2 <u>Maintenance Standards</u>. The Common Maintenance Items shall be maintained in compliance with all applicable Legal Requirements and otherwise in a clean, safe, sanitary and attractive condition reasonably consistent with maintenance standards for similarly-situated educational or commercial office projects in the Central Orange County Area. Subject to the foregoing, the Project Operator shall determine, in its reasonable discretion, the frequency and level of maintenance for the Common Maintenance Items. Each Project Occupant shall notify the Project Operator immediately upon discovery of any dangerous or defective condition within any portion of the Project Common Area which could cause injury to persons or property occupying, entering or otherwise located on such Premises. The Project Operator shall have the right to enter onto any Premises within the Project (including entry into interior portions of any Premises Improvements) to the extent reasonably required for purposes of maintaining any Common Maintenance Items located on or adjacent to such Premises.

3.1.2 Project Occupant Maintenance Obligations. Each Project Occupant shall be responsible for maintaining the Premises Improvements located on such Project Occupant's Premises or within any Exclusive Use Areas appurtenant thereto, as well as such other areas located on or adjacent to such Project Occupant's Premises as may be designated for maintenance by the Project Occupant in the applicable Conveyance Documents or any Supplemental Declaration recorded against such Premises (collectively, the "Occupant Maintenance Items"). The Occupant Maintenance Items shall include, without limitation, maintenance of any landscaping areas, parking areas, walkways or other hardscape located on such Premises or any Exclusive Use Area appurtenant thereto. In no event shall the Project Operator have any obligation to maintain any Occupant Maintenance Item; provided that the foregoing shall not limit the right of the Project Operator, as contemplated in Section 3.1.2.2 below, to perform maintenance of an Occupant Maintenance Item upon the failure of the responsible Project Occupant to do so. The Project Operator, in its sole discretion, may enter into a written agreement with any Project Occupant to maintain one or more Occupant Maintenance Items on behalf of such Project Occupant, provided that such agreement obligates the Project Occupant to fully reimburse the Project Operator for all expenses incurred in connection therewith. In the event that any single Premises within the Project is occupied by two (2) or more Project Occupants, the responsibility for maintaining the Occupant Maintenance Items associated with such Premises shall be the joint and several responsibility of each such Project Occupant unless otherwise set forth in a Supplemental Declaration executed by Declarant and such Project Occupants.

3.1.2.1 <u>Maintenance Standards</u>. The Occupant Maintenance Items shall be maintained in a neat, safe and sanitary condition in compliance with applicable City codes and other Legal Requirements and in accordance with the provisions of the applicable Conveyance Documents as supplemented by any maintenance standards that may be promulgated by the Project Operator from time to time.

3.1.2.2 <u>Failure to Maintain; Emergency Situations</u>. The Project Operator shall periodically cause an inspection of the Project to be conducted to detect any violations of the Project Occupant's obligations under this <u>Section 3.1.2</u>. If any Project

Occupant permits an Occupant Maintenance Item to fall into disrepair or to become unsafe, unsightly or unattractive, or otherwise fails to maintain any such Occupant Maintenance Item in accordance with the requirements of this Section 3.1.2, then in addition to any other remedies available at law or in equity, the Project Operator shall have the authority, but not the obligation, to enter upon such Project Occupant's Premises or Exclusive Use Area to make such repairs or to perform such maintenance at the sole expense of the responsible Project Occupant. Prior to such entry, the Project Operator shall first provide ten (10) days' advance notice to the Project Occupant which notice shall afford the Project Occupant an opportunity to cure such failure and/or to request a Hearing pursuant to Section 10.1.3 below to dispute the alleged failure to maintain, or responsibility for maintenance of, the applicable component of the Project. Notwithstanding the foregoing, the Project Operator may perform the maintenance immediately, without prior notice or right to Hearing, (a) if the Project Operator reasonably determines that immediate maintenance is required to avoid a material risk or imminent threat of damage to any property or injury to any Persons within any other portion of the Project or (b) under any circumstances in which the failure to perform the required maintenance in a timely manner could constitute a default under any Legal Requirements or could expose Declarant or the Project Operator to liability for fines or penalties relating to a violation of applicable Legal Requirements, or (c) in any circumstance which otherwise constitutes an emergency situation. In addition, if a Project Occupant fails to maintain any Premises Improvement located within its Premises or any Exclusive Use Area appurtenant thereto, and the Project Operator reasonably determines that such Premises Improvement in its then-current condition poses a material risk of substantial injury to persons within any other portion of the Project, the Project Operator shall have the right to remove the Premises Improvement at the sole expense of the responsible Project Occupant. Any expenses incurred by the Project Operator in performing maintenance or repair of any Occupant Maintenance Item or taking any other action authorized by this Section 3.1.2.2 shall be reimbursed by the responsible Project Occupant upon demand and the Project Operator shall have the right to impose a Compliance Assessment on the Premises of the responsible Project Occupant if required to collect such amounts.

3.1.3 **Maintenance of Utility and Infrastructure Improvements**. The Project Operator shall maintain and repair, or cause the City or other responsible public or private utility operator to maintain and repair, all Project Infrastructure Improvements. Notwithstanding the foregoing, the Project Operator shall not be responsible for maintaining or repairing any Occupant Infrastructure Improvements. The Project Occupant of the Premises or Premises Improvements served by such Occupant Infrastructure Improvement shall be solely responsible for maintenance and repair thereof.

3.1.4 **Disputes Regarding Maintenance Obligations**. If a dispute arises between Project Occupants or between one or more Project Occupants and the Project Operator regarding the allocation of maintenance responsibilities pursuant to this <u>Article III</u>, or if any Project Occupant otherwise disputes responsibility for payment of any expenses incurred by the Project Operator pursuant to <u>Section 3.1.1.1</u> or <u>Section 3.1.2.2</u> above, any Project Occupant(s) involved in such dispute may request a Hearing to resolve such dispute in accordance with <u>Section 10.1.3</u> below.

3.2 **ENVIRONMENTAL COMPLIANCE**. Each Project Occupant shall comply, and shall cause all of its Permittees to comply, with all Environmental Requirements applicable

to maintenance and occupancy of the Premises thereof. The Project Occupants shall not use or dispose of, nor permit the use or disposal by any of its Permittees of, any Hazardous Substances except in strict compliance with all Environmental Requirements. Each Project Occupant shall protect, indemnify, defend (with counsel reasonably acceptable to Declarant), and hold the Declarant and the Project Operator, and each of their respective directors, officers, employees, agents, lenders, successors and assigns, harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorneys' fees, to the extent arising as a result (directly or indirectly) of, or in connection with, any violation of Environmental Requirements occurring on such Project Occupant's Premises (other than as a result of any activities of the Project Operator thereon) or, to the extent arising from actions of such Project Occupant or any Permittee thereof, elsewhere within the Project. Each Project Occupant shall in no event cause, and shall be responsible for preventing its Permittees from causing, any damage, disturbance or interference with the operation of any Remediation Facilities located on such Project Occupant's Premises or within any other location within the Project.

3.3 **PROJECT SERVICES**.

3.3.1 **Services to Project Common Area**. The Project Operator shall secure all electrical, water or other utility services necessary for operation and maintenance of the Project Common Area and any Project Facilities located therein. The Project Operator shall further ensure trash removal service for the Project Common Area and Project Facilities, whether through public municipal services or from private trash removal providers.

3.3.2 **Services to Premises Improvements**. The Project Operator shall have no obligation to provide utilities, trash removal or other services to any Premises or any Exclusive Use Areas appurtenant thereto. All such utilities and services shall be obtained by the Project Occupants directly from the City or other applicable public or private providers, at the sole expense of the Project Occupant or its Permittees.

3.3.3 **Security Services**. Each Project Occupant shall be solely responsible for providing security services for its respective Premises. The Project Operator shall have the authority, but not obligation, to provide security for the Project Common Area or any Project Facilities located therein provided that any such security services furnished by the Project Operator shall be subject to the disclaimer set forth in <u>Section 12.8.5</u> below.

3.4 **RESTORATION AFTER CASUALTY OR CONDEMNATION.**

3.4.1 **Restoration of Premises Improvements**. Each Project Occupant shall be solely responsible for ensuring the repair and restoration of any Occupant Maintenance Item damaged or destroyed as a result of a Casualty Event or Taking. Such repair or restoration work shall be commenced and completed with due diligence in accordance with the terms of the applicable Conveyance Documents. In the event of any direct conflict between the provisions of this <u>Section 3.4.1</u> and the provisions of the applicable Conveyance Documents shall prevail. As soon as practical after the occurrence of any such Casualty Event or Taking, the Project Occupant of the affected Premises shall implement measures to ensure that the site is maintained in a secure and safe manner pending completion of the required repairs and/or reconstruction, including installation of appropriate fencing to screen

any affected portion of the Project Occupant's Premises from view of the Project Common Area or other Premises and to otherwise prevent entry onto the affected portions of such Premises by unauthorized persons. In the event that the responsible Project Occupant fails to secure the site in a safe condition as required above, the Project Operator shall have the right to install such fencing or other protective measures as the Project Operator determines are reasonably necessary at the sole expense of the responsible Project Occupant. All debris or rubble from any such damage or destruction shall be promptly removed from the Project by the Project Occupant of the affected Premises. In the event that such Project Occupant fails to remove such debris or rubble within thirty (30) days after the occurrence of the damage or destruction, the Project Operator shall have the right to cause removal of all such debris at the sole expense of the responsible Project Occupant. All expenses incurred by the Project Operator in installing safety measures or removing rubble or debris pursuant to this <u>Section 3.4.1</u> shall be reimbursed by the responsible Project Occupant and may be recovered through imposition of a Compliance Assessment on the affected Premises.

3.4.2 Project Operator Obligations. Subject to the limitations set forth below, the Project Operator shall be responsible for repair and restoration of any Common Maintenance Item damaged or destroyed as a result of a Casualty Event or Taking; provided that the Project Operator's restoration obligations shall be limited to repair or restoration reasonably required to: (i) restore essential utility services and reasonable pedestrian and vehicular access to the Premises within the Project, (ii) ensure the Project's continued compliance with applicable Legal Requirements and (iii) otherwise provide a level of functionality and amenities comparable to similarly-situated educational or commercial office projects within the Central Orange County Area (in each case, a "*Required Restoration*"). The Project Operator shall further have the right, but not the obligation, to repair or restore any damaged Common Maintenance Items which do not otherwise constitute a Required Restoration (each, a "Discretionary Restoration"). In performing any Required or Discretionary Restoration, the Project Operator shall have authority to restore or replace the affected Common Maintenance Item in a manner different in design, location, configuration or function from the condition of such Common Maintenance Item prior to damage or destruction, provided that such restoration or repair otherwise complies with applicable Legal Requirements and, as to any Required Restoration only, satisfies the requirements for a Required Restoration set forth above.

3.4.3 **Restoration Costs**. All costs incurred by the Project Operator to perform any Required or Discretionary Restoration (collectively, "*Restoration Costs*") shall be funded through one or more of the following sources (collectively, "*Restoration Proceeds*"): (i) filing of an insurance claim; (ii) collecting Restoration Costs directly from the responsible Project Occupant (if any); or (iii) recovering damages at law against any third party responsible for such damage or destruction (including assertion of a claim for damages in condemnation or otherwise against a responsible Governmental Authority). In the event that Restoration Proceeds obtained through any of the foregoing methods are insufficient to fully fund the Restoration Costs for any Required Restoration, the Project Operator shall have the right to fund such excess Restoration Costs by either (a) incurring debt obligations, the payments on which shall be included in Common Expenses allocable to the Project Occupants pursuant to <u>Section 5.2</u> below, (b) obtaining government grants or other funds from public sources, or (c) imposing a Capital Improvement Assessment or Extraordinary Assessment pursuant to <u>Section 5.3.5</u> and <u>Section 5.3.6</u> below in an amount sufficient to fund the excess Restoration Costs.

3.4.3.1 Insurance and Third Party Claims. Subject to Declarant consent and on behalf thereof, the Project Operator shall have full discretion and sole control over the filing, processing and settlement of any claim made against the Project Insurance or other sources for recovery of Restoration Costs. The Project Operator shall further have full discretion and sole control over filing, processing and settling claims against insurance coverage maintained by any Project Occupant responsible for the underlying damage or destruction pursuant to Section 3.1.1.1 above; provided that nothing herein shall obligate the Project Operator to file a claim against the Project Insurance prior to seeking recovery of Restoration Costs from the responsible Project Occupant. Any insurance proceeds or other amounts recovered by the Project Operator in connection with damage, destruction or Taking of a Common Maintenance Item shall remain under the sole possession and control of Declarant for application towards Restoration Costs relating thereto. In no event shall any Project Occupant or any mortgagee thereof have any claim against, or otherwise be entitled to payment of, any amounts recovered on behalf of Declarant in excess of Restoration Costs and associated costs of recovery and collection ("Excess Proceeds"); provided that a responsible Project Occupant who previously paid any portion of the associated Restoration Costs, either directly or by reimbursement to the Project Operator pursuant to Section 3.1.1.1 above, may be entitled to reimbursement for such payments up to, but not exceeding, the amount of Excess Proceeds, if any, recovered from such Project Insurance. Any Excess Proceeds remaining after completion of the required repair or restoration shall be applied towards payment of Project Expenses.

ARTICLE IV DESIGN REVIEW AND CONSTRUCTION ACTIVITY

4.1 **ARCHITECTURAL REVIEW REQUIREMENTS**.

4.1.1 **Initial Premises Improvements**. Construction of initial Premises Improvements shall be subject to approval and control of Declarant on the terms set forth in the Conveyance Documents; provided that such Conveyance Documents or any Supplemental Declaration recorded against the applicable Premises may delegate architectural approval of initial Premises Improvements to be constructed thereon to the Approving Authority, in which event such initial Premises Improvements shall be subject to the provisions of <u>Section 4.1.2</u>. Initial construction of Premises Improvements intended for District Use shall not be subject to architectural review by the Approving Authority provided that such Premises Improvements otherwise comply with the Design Guidelines established by Declarant as of the commencement of such initial construction.

4.1.2 **Premises Alterations**. From and after completion of such initial Premises Improvements, no Project Occupant shall cause or permit any portion of the Premises Improvements located on such Project Occupant's Premises or any Exclusive Use Area appurtenant thereto to be constructed, installed, reconstructed, replaced, relocated, removed, demolished or otherwise altered in any manner (each, a "*Premises Alteration*") except in strict compliance with all applicable Legal Requirements and the requirements of this <u>Article IV</u>, including any Design Guidelines implemented by the Project Operator pursuant to <u>Section 4.2</u> below. The following types of Premises Alterations shall further require review and approval by the Approving Authority pursuant to <u>Section 4.3</u> below:

(a) any Premises Alterations affecting the exterior of any Premises Improvements or which would otherwise be visible from outside of any such Premises Improvements;

(b) any Premises Alterations that would adversely impact the operation of Project Infrastructure Improvements, the Remediation Facilities or any utilities serving the Project Facilities or any other portion of the Project Common Area;

(c) any Premises Alterations which would increase parking requirements for the Project or otherwise cause any other portion of the Project to be out of compliance with applicable Legal Requirements;

(d) any Premises Alterations that would cause an increase in the cost of, or otherwise adversely affect coverage under, the Project Insurance or insurance to be carried by the Project Occupant of any other Premises within the Project;

(e) any Premises Alterations which would materially adversely impact the use of the Project Common Area by other Project Occupants or Permittees thereof; and

(f) any Premises Alterations which would otherwise materially impair the use and occupancy of any other Premises within the Project (other than temporary minor impacts resulting from construction activity related to such Premises Alterations), including without limitation any Premises Alterations which would unreasonably interfere with existing drainage patterns within the Project.

4.1.3 **Alterations to the Project Common Area**. No construction or other work of improvement which alters or adversely affects the Project Common Area, including any alterations to any Exclusive Use Area within the Project, shall be made or done without the prior written consent of the Project Operator, which consent may be withheld or conditioned in the Project Operator's sole discretion. In no event shall any Project Occupant have the right to install fences or other barriers across any portion of the Project Common Area in a manner which would impair pedestrian or vehicular circulation through the Project without the consent of the Project Operator.

4.1.4 **Exemptions, Waivers and Variances**. Except as set forth in Section 4.1.1 above, design review by the Approving Authority shall not be required for construction of any Premises Improvements approved by Declarant pursuant to the terms of the applicable Conveyance Documents. Declarant may exempt Premises Improvements within particular portions of the Project from the architectural approval requirements set forth in this <u>Section 4.1</u>, which exemption shall be set forth in the applicable Conveyance Documents or in a Supplemental Declaration recorded against the applicable Parcel(s). The Project Operator, subject to Declarant approval, may exempt specific categories of Premises Alterations from architectural approval requirements hereunder, including without limitation Premises Alterations reasonably required in connection with any regulatory or accreditation requirements associated with any District Uses, or may pre-approve certain types or classes of Premises Alterations if the Project Operator reasonably determines that such exemption or pre-approval would be appropriate under the circumstances. The Approving Authority may further authorize variances from compliance with the Design Guidelines for a particular Premises Improvement or Premises Alteration when circumstances such as topography, natural obstructions, aesthetic or environmental considerations or hardship warrant such variance. The granting of such a variance will not waive any provisions of the Governing Documents for any purpose except as to the particular Premises Improvement and particular requirement of the Design Guidelines covered by the variance, nor will such variance affect the Project Occupant's obligation to comply with all applicable Legal Requirements or other provisions of the Governing Documents affecting the applicable Premises.

4.2 **DESIGN GUIDELINES.** Declarant may establish guidelines ("Design Guidelines") setting forth architectural standards and design requirements for all Premises Improvements within the Project. The Design Guidelines may, among other criteria, incorporate (directly or by reference) landscape criteria (including permitted plant specifications or other water conservation measures) or signage standards (either directly or by incorporation of a standalone Sign Program) or other criteria. In addition, the Design Guidelines shall specify the plans, specifications, drawings and other data (collectively, a "Submittal") that must be submitted to the Approving Authority for any Premises Improvement or Premises Alteration requiring review and approval pursuant to Section 4.1 above, as well as response times and other procedural matters applicable to the review process. Declarant shall have the right to update, supplement or modify the Design Guidelines from time to time; provided that no such modification shall require a Project Occupant to redesign or alter any previously-approved Premises Improvements or Premises Alterations which complied with the then-current Design Guidelines at the time of such approval.

4.3 **APPROVAL PROCESS**.

4.3.1 **Approval Standards**. The Approving Authority shall review any proposed Premises Improvement or Premises Alteration for conformance to the Design Guidelines, taking into consideration the location, nature, shape, height, width, materials and other design aspects thereof. Without limiting the foregoing, the Approving Authority may disapprove any Submittal if it determines in its sole discretion that the proposed Premises Improvement or Premises Alteration contemplated by such Submittal will not be in harmony or conformity with (a) other existing or proposed Premises Improvements within the Project, (b) the Design Guidelines, (c) applicable Legal Requirements, or (d) any applicable utility plans, circulation plans, parking requirements or other general criteria for the Project. The Project Operator may retain consultants or other persons to assist or advise the Approving Authority in performing its obligations under <u>Article IV</u>.

4.3.2 **Required Submittals**. Each Submittal shall include all documents, information and materials required by the Design Guidelines. At the discretion of the Approving Authority, partial Submittals may be made and approved, but construction of any Premises Improvement or Premises Alterations may not proceed beyond the scope of the approval received. The Design Guidelines may further require that all plans and specifications to be submitted to the Approving Authority shall be prepared by an architect or engineer licensed to practice in California, and signed by the Project Occupant or by an agent authorized by the Project Occupant in writing. As a condition of the Approving Authority's review of any

Submittal, the Project Operator may charge a reasonable architectural review fee to cover costs of reviewing the Submittal. All approvals or disapprovals by the Approving Authority shall be provided to the submitting Project Occupant in writing and shall, as to any disapproval, contain the reasons for the disapproval.

4.3.3 **No Waiver of Future Approvals**. The Approving Authority's approval of proposals, plans, specifications, drawings or other components of any Premises Improvement or Premises Alteration shall not waive the Approving Authority's right to withhold approval of any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval.

4.3.4 **Compliance with Legal Requirements**. Approval of any Submittal by the Approving Authority shall not constitute a representation or warranty that the proposed Premises Improvement or Premises Alteration, or Submittals therefor, comply with building codes or other applicable Legal Requirements. Each Project Occupant shall remain solely responsible for ensuring that all Premises Improvements and Premises Alterations are fully compliant with applicable Legal Requirements and for obtaining all required permits, licenses, inspections and approvals from the City. In the event that the City disapproves or otherwise requires any modifications or revisions to Submittals previously approved by the Approving Authority, the responsible Project Occupant shall provide written notice of the City's action to the Approving Authority (with copies of all revised plans and specifications for further review and approval by the Approving Authority).

4.3.5 **Exculpation**. Approval of any Submittal by the Approving Authority shall not constitute the assumption of any responsibility by, or impose any liability upon, Declarant, the Project Operator or the Approving Authority with respect to the accuracy or sufficiency of the Submittal. Neither Declarant, the Project Operator, the Approving Authority nor any Person retained by the Approving Authority in connection with the review and approval of any Premises Improvements or Premises Alterations pursuant to this Article, shall be liable in damages to anyone making Submittals as provided herein, or to any Project Occupant or other Person subject to or affected by this Declaration, on account of (a) the approval or disapproval of any Submittal; (b) any construction, performance or nonperformance by a Project Occupant of any Premises Improvement or Premises Alteration or other work within a Premises, whether or not pursuant to approved Submittals; (c) any mistake in judgment, negligence, action or omission in the Approving Authority's exercise of its authority hereunder; or (d) the enforcement of, or failure to enforce, any provisions of the Design Guidelines or other Governing Documents relating thereto. Every Person who makes Submittals for approval of a Premises Improvement or Premises Alteration agrees by reason of such Submittal, and every other Project Occupant of a Premises acquiring an interest in any Premises within the Project shall be deemed to have agreed, not to bring any suit or action seeking to recover any damages in connection with the approval or disapproval of any such Submittal against Declarant, the Project Operator or the Approving Authority or any Person retained by any of the foregoing in connection with the architectural review of such Submittals or other exercise of the authority conferred on the Project Operator and Approving Authority pursuant to this Article IV.

4.4 **REGULATION OF CONSTRUCTION WITHIN THE PROJECT**.

Construction of Premises Improvements and Premises Alterations. 4.4.1 All Premises Improvements and Premises Alterations shall be constructed or installed in a good and workmanlike manner in full compliance with the approved Submittals for such Premises Improvement or Premises Alteration as well as all Legal Requirements (including any Environmental Requirements) applicable thereto. The Project Occupant shall be responsible for obtaining all necessary permits, licenses and approvals from applicable Governmental Authorities and shall not permit construction to commence prior to obtaining all such required approvals. Without limiting any provisions of the Conveyance Documents relating to liens on the Premises, in no event shall the Project Occupant permit any mechanics' lien to be filed against the Project Common Area or any portion of the Project outside the applicable Premises in connection with any construction on such Premises. The Project Operator shall have the right to make any payments or otherwise take any actions as may be reasonable or appropriate to prevent or remove any such liens and to recover the costs incurred by the Project Operator in connection therewith from the responsible Project Occupant either directly or through imposition of a Compliance Assessment on the Project Occupant's Premises. Each Project Occupant, by acquiring an interest in any Premises within the Project, agrees to indemnify, defend (with counsel reasonably acceptable to Declarant) and hold harmless Declarant and the Project Operator against any losses, costs, expenses (including reasonable attorneys' fees) or liabilities incurred by Declarant or the Project Operator in connection with any such lien.

4.4.2 Contractor's Manual. All construction activity conducted anywhere within the Project by or on behalf of the Project Occupants or any Permittees thereof shall be conducted in accordance with the provisions of the Contractor's Manual issued to the Project Occupants by Declarant pursuant to the Conveyance Documents. The Contractor's Manual may include, without limitation, safety rules as well as licensing and insurance requirements for contractors, subcontractors and consultants. The Contractor's Manual may further regulate staging of construction materials, access routes and designated parking areas for constructionrelated vehicles, disposal of construction debris and construction wastewater, limitation on hours for construction activity, noise and dust mitigation measures and any other reasonable and appropriate regulations required to minimize the impact of such construction on the Project and the other Project Occupants. Pursuant to the Contractor's Manual, the Project Operator may further require that any Project Occupant responsible for a major construction project pay a reasonable Construction Management Fee to reimburse the Project Operator's costs incurred (either directly or payable to third parties) in performing inspections and otherwise monitoring compliance with the provisions of the Contractor's Manual. The Project Operator shall have the authority to enforce the Contractor's Manual as well as to issue updates thereto from time to time as approved by Declarant. Prior to commencing any construction activity on a Premises following completion of the initial Premises Improvements, the responsible Project Occupant shall obtain an updated Contractor's Manual from the Project Operator and shall thereafter be responsible for insuring compliance with the provisions thereof.

4.4.3 **Construction Security**. Prior to permitting a Project Occupant to commence construction on any Premises, and as a condition thereto, the Project Operator may require the Project Occupant to post a reasonable deposit, bond or other form of security ("*Construction Security*") to secure compliance with the Contractor's Manual and to protect

against damage to, or liens against, the Project Common Area or other portions of the Project resulting from construction on the Project Occupant's Premises. The Project Operator shall be entitled to draw upon the Construction Security for payment of: (i) fines or charges imposed for violations of the Contractor's Manual and (ii) any costs incurred by the Project Operator to (A) remove liens against the Project Common Area, (B) repair damage to the Project Common Area or (C) take any actions reasonably required to prevent damage to property or injury to persons within the Project, in each case resulting from construction on the Project Occupant's Premises.

4.5 **ENFORCEMENT**.

4.5.1 **Inspection Rights**. The Project Operator, either directly or through designated agents, shall have the right to enter onto the Premises to inspect all Premises Improvements or Premises Alterations during the course of construction thereof to confirm that the Premises Improvements or Premises Alterations are being constructed in accordance with the approved Submittals and to otherwise ensure compliance with the Contractor's Manual. The foregoing right to inspect shall include the right to require the responsible Project Occupant to take such action as may be necessary to remedy any noncompliance to the Project Operator's reasonable satisfaction. Upon completion of any Premises Improvements or Premises Alterations and inspection thereof by the Project Operator, the Project Occupant shall have the right to obtain an estoppel certificate from the Project Operator confirming approval of such Premises Improvements or Premises Alterations as so completed.

4.5.2 **Remedies for Noncompliance**. In the event that any construction is commenced or otherwise performed in violation of the approval requirements set forth in Section 4.1 above or otherwise in a manner failing to comply with all applicable Legal Requirements and provisions of the Contractor's Manual, the Project Operator may issue a Notice of Violation to the responsible Project Occupant in accordance with Section 10.1.1 below. Subject to such responsible Project Occupant's right to request a Hearing to dispute such violation pursuant to Section 10.1.3 below, should the responsible Project Occupant fail to remedy the noncompliance described in such Notice of Violation within the time period specified therein, then in addition to any remedies provided under the applicable Conveyance Documents, the Project Operator may record a Notice of Non-Compliance against the applicable Premises pursuant to Section 10.1.1.2 below and/or pursue all other remedies available at law or equity, including without limitation, an action for injunctive relief. Without limiting the foregoing, the Project Operator may impose fines on a Project Occupant for any violation of the provisions of the Contractor's Manual in the amounts and (as to ongoing or recurring violations) with the frequency specified in the Contractor's Manual. If any noncompliant construction or any other violation of the provisions of the Contractor's Manual poses an immediate risk of damage to property or injury to persons within the Project, the Project Operator shall further have the right, but not the obligation, to take such actions as may be reasonably required to prevent such damage or injury, and may recover all costs incurred in connection therewith from the responsible Project Occupant through a Compliance Assessment or application of the Construction Security or any other appropriate method selected by the Project Operator.

ARTICLE V FINANCIAL MANAGEMENT; ASSESSMENTS

5.1 **FINANCIAL MANAGEMENT OF THE PROJECT**. The Project Operator shall manage and control all financial aspects of Project operations on behalf of Declarant, including, without limitation, the following activities:

(a) making expenditures or incurring contractual payment obligations in order to maintain the Common Maintenance Items, provide services for the benefit of the Project, the Project Occupants and their Permittees, manage and operate the Project Common Area or otherwise fulfill the Project Operator's responsibilities under this Declaration (collectively, "*Project Expenses*");

(b) determining and collecting Assessments or fines from the Project Occupants as well as revenues from operation of Project Facilities (collectively, "*Project Revenues*");

(c) preparing, tracking and updating Annual Budgets for Project Expenses and Project Revenues and otherwise maintaining accounting records and other financial systems to track and manage Project Revenues and Project Expenses;

(d) maintaining deposit accounts or other banking relationships or financial arrangements for purposes of managing Project Revenues, including the authority, but not the obligation, to establish one or more operational accounts for the benefit of Declarant as reasonably necessary to provide for payment of Common Expenses or Special Benefit Area expenses as well as one or more Replacement Reserve accounts for the purposes contemplated in <u>Section 5.2.1.1</u> below;

- (e) disbursing Project Revenues in payment of Project Expenses; and
- (f) facilitating Declarant's efforts to arrange or incur Project Obligations.

5.2 **RECOVERY OF COMMON EXPENSES.**

5.2.1 **Scope of Common Expenses**. The Project Occupants shall reimburse that portion of the Project Expenses that are reasonably anticipated to be regularly incurred on an annual or more frequent basis (the "*Common Expenses*") through payment of Regular Assessments pursuant to <u>Section 5.3.1</u> below. Common Expenses shall include the following:

(a) The cost of maintaining the Project Common Area and any Project Facilities located thereon in accordance with <u>Section 3.1.1</u> below;

(b) The cost of insuring and operating the Project Common Area and any Project Facilities located thereon (including reasonable operating reserves);

(c) The cost of providing utilities to the Project Common Area and Project Facilities;

(d) The cost of providing transportation, security or other Project-wide services, as well as expenses incurred in conducting educational, environmental or other Project-wide programs for the benefit of the Project Occupants and their Permittees;

(e) The cost of satisfying any Project-wide environmental monitoring, inspection or mitigation obligations imposed by applicable Environmental Requirements;

(f) Expenses and fees attributable to managing and administering the Project, including compensation of any professional managers engaged by the Project Operator as well as accounting or audit fees, legal fees, and fees of general contractors, subcontractors, engineers or other consultants providing services to the Project under the direction of the Project Operator;

(g) The cost of any insurance or bonds covering the Project or the Project Operator or any agents or consultants thereof;

(h) Taxes, assessments or other governmental charges levied against the Project Common Area or otherwise payable by Declarant as the owner thereof (if any);

(i) Amounts paid by the Project Operator on behalf of Declarant for discharge of any lien or encumbrance levied against the Project Common Area or any portion thereof; and

(j) All other expenses to be incurred by the Project Operator on a recurring basis for the benefit of the Project or for the common benefit of the Project Occupants or their Permittees.

Notwithstanding the foregoing, Common Expenses shall not include (i) any costs allocated to a Special Benefit Area pursuant to Section 5.3.3 below; (ii) any costs paid or reimbursed by third parties pursuant to cost-sharing agreements or other contracts or agreements entered into by the Project Operator, or (iii) costs paid or reimbursed directly to Declarant pursuant to the terms of any Conveyance Documents.

5.2.1.1 <u>Replacement Reserves</u>. Common Expenses may include a reasonable "*Replacement Reserve*" component if determined by the Project Operator to be advisable to accumulate sufficient amounts to fund (i) payment of non-recurring expenses which would not otherwise be included in the Annual Budget for maintenance, repair or replacement of Common Maintenance Items, (ii) self-insured retentions or deductible obligations under the Project Insurance policies, (iii) the cost of performing upgrades to Common Maintenance Items or (iv) otherwise installing additional Capital Improvements to the Project Common Area. The amount of Replacement Reserves to be maintained will be determined annually by the Project Operator in accordance with prudent property management practices generally applied for similarly-situated educational or commercial office projects in the Central Orange County Area.

5.2.2 **Annual Budget**. Not later than thirty (30) days prior to the end of each fiscal year, the Project Operator shall prepare and distribute to the Project Occupants a reasonably detailed budget (an "*Annual Budget*") showing the Common Expenses and other Project Expenses that the Project Operator anticipates will be incurred during the following year.

The Project Operator may include a reasonable operating reserve in the Annual Budget to cover unanticipated increases in Common Expenses as well as the Replacement Reserve component as contemplated in <u>Section 5.2.1.1</u> above. The Annual Budget shall further include an estimate of Project Revenues from Project Facilities or other sources that the Project Operator anticipates will be available to pay a portion of the Project Expenses set forth in the Annual Budget. The Project Operator shall not increase the Annual Budget for Common Expenses for any given fiscal year by an amount exceeding the Adjustment Threshold unless such increase either (a) results from increases in Common Expenses beyond the Project Operator's reasonable control (such as increases in utility costs or insurance premiums for existing insurance coverage) or (b) is otherwise approved by Majority Approval of the Project Occupants.

5.2.2.1 <u>Mid-Year Adjustments to the Budgeted Project Expenses</u>. The Project Operator may adjust the amount of the Project Expenses set forth in the Annual Budget at any time (but not more frequently than once every six (6) months) if the Project Operator determines in its reasonable discretion that the Assessments being collected for the then-current fiscal year, plus any existing operating reserves or other projected Project Revenue for such fiscal year, will not be sufficient to pay all Project Expenses to be incurred by the Project Operator during such fiscal year. In the event of any such adjustment, the Regular Assessments payable by the Project Occupants for the remaining balance of the fiscal year shall be adjusted pursuant to Section 5.3.3 below.

5.2.3 **Inspection Rights of Project Occupants**. Each Project Occupant shall have the right to inspect and make copies of all records pertaining to the Project Expenses for a particular fiscal year; provided that any demand for such inspection shall occur within one (1) year after the fiscal year in which such Project Expenses were incurred. Such right of examination shall be exercised during reasonable business hours at the principal records office of the Project Operator and on reasonable prior notice thereto.

5.3 ASSESSMENT OBLIGATIONS.

Nature of Assessment Obligation. Each Project Occupant, by taking 531 leasehold or other title to any Premises within the Project, shall be deemed to covenant to pay such Assessments as may be established from time to time pursuant to this Declaration, including all Regular Assessments, Special Benefit Assessments, Compliance Assessments, Capital Improvement Assessments or Extraordinary Assessments allocated to or otherwise imposed upon such Project Occupant's Premises pursuant to this Section 5.3. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a charge and a continuing lien on the Premises against which such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, is also the personal obligation of the Person who was the Project Occupant of the Premises when the Assessment accrued. The personal obligation for delinquent Assessments may not pass to any purchaser of, or other third-party successor to, all or any portion of the Project Occupant's interest in the Premises unless expressly assumed by such purchaser or successor Project Occupant, or unless the purchaser or successor Project Occupant has actual or constructive knowledge of delinquent Assessments, whether by virtue of the recordation of a Lien Notice pursuant to Section 10.2.3 below or receipt from the Project Operator of an estoppel certificate disclosing such delinquent Assessment.

5.3.1.1 Commencement; Continuation of Occupancy. The obligation to pay Assessments for each Premises shall commence as of the first day of the first calendar month after all or any portion of the Premises Improvements initially constructed on such Premises are completed in accordance with the applicable Conveyance Documents and otherwise available for occupancy for their intended use (the "Commencement Date"). Assessments imposed on such Premises for the fiscal year in which the Commencement Date occurs shall be prorated based on the remaining number of months in such fiscal year. Once commenced, the Assessment obligations of such Premises shall continue notwithstanding that all or any portion of the Premises Improvements located on the Premises may be subsequently vacated or occupancy thereof is otherwise discontinued at any time. Without limiting the foregoing, no Project Occupant may exempt himself from personal liability for Assessments duly levied by the Project Operator, nor release such Project Occupant's Premises from the liens and charges thereof, by discontinuing occupancy of such Premises or the Premises Improvements located thereon.

5.3.2 Allocation of Assessments to Project Occupants. Except as otherwise expressly provided in Section 5.3.4, Section 5.3.5 and Section 5.3.6 below, Assessments shall be allocated among the Project Occupants based on the "Allocable Share" assigned to each Premises within the Project. Such Allocable Share shall be equal to the ratio of (a) the Building Area of the Premises Improvements constructed on such Premises to (b) the Total Building Area of all Premises within the Project for which Assessments have commenced at the time such allocation is determined. The Allocable Share for each Premises shall be initially determined as of the Commencement Date for such Premises (based on the Total Building Area within the Project as of such date). The Allocable Share assigned to such Premises shall be recalculated as of each Annual Adjustment Date thereafter to reflect the Total Building Area of all Premises within the Project for which Assessments have commenced as of such Annual Adjustment Date (including any new or increased Building Area added to the Project during the preceding fiscal year).

5.3.2.1 **Annual True-Up**. On each Annual Adjustment Date, the Project Operator shall recalculate the total Assessments payable by the Project Occupant of each Premises for the prior fiscal year based on the Allocable Share of such Premises as of such Annual Adjustment Date. Such recalculation shall reflect any prorations of Assessments first commencing during such prior fiscal year pursuant to <u>Section 5.3.1.1</u> above. In the event that the total Assessments actually paid by the Project Occupant of any Premises during the prior fiscal year exceed the total amount of Assessments allocated to such Premises pursuant to the foregoing recalculation, the Project Occupant shall be entitled to a credit against Assessments payable for then-current fiscal year in an amount equal to the amount of any such overpayment.

5.3.3 **Regular Assessments**. Each Project Occupant shall pay Regular Assessments in each fiscal year in an amount equal to: (a) the total Common Expenses set forth on the Annual Budget for such fiscal year (less offsetting Project Revenues) multiplied by (b) the Allocable Share assigned to the Project Occupant's Premises. Written notice of the amount of the Regular Assessment for the each fiscal year shall be sent to each Project Occupant at least thirty (30) days before the end of the prior fiscal year. Such written notice shall include a copy of the Project Operator's then-current Payment Policy.

5.3.3.1 <u>Mid-Year Adjustments to Regular Assessments</u>. In the event of any mid-year increase in the Annual Budget for any fiscal year pursuant to <u>Section 5.2.3.1</u> above, the Regular Assessment or Special Benefit Assessments (as applicable) imposed upon each Premises within the Project for such fiscal year shall be adjusted to reflect such increase. Upon such adjustment, the Project Operator shall deliver revised statements to the Project Occupants confirming (i) the amount of the adjusted Regular Assessment payable by each Project Occupant, (ii) the remaining balance owed by such Project Occupant and (iii) to the extent that Regular Assessments are collected in periodic installments, the amount of each remaining installment to be paid by the Project Occupant. Written notice of any change in the amount of any installment of Regular Assessments payable by the Project Occupants shall be sent via first-class mail to each Project Occupant not less than thirty (30) days before the first installment of such adjusted Regular Assessment becomes due.

Special Benefit Area Assessments. If the Project Operator, in its 5.3.4 reasonable discretion, determines that any one (1) or more Premises within the Project, or the Project Occupants or Permittees of such Premises, exclusively or disproportionately benefit from special maintenance, services or other benefits provided by the Project Operator, then the Project Operator may designate a "Special Benefit Area" consisting of the Premises so benefitted for purposes of tracking and allocating the cost of such special services or other benefits. Following the establishment of a Special Benefit Area, the Project Operator's cost of providing such special services or benefits to Premises within such Special Benefit Area shall be allocated only to the Project Occupants of such Premises through the imposition of a "Special Benefit Assessment." The Project Operator may also levy a Special Benefit Assessment to fund the cost of constructing additional Project Facilities, Project Infrastructure Improvements or other Capital Improvements to the Project Common Area which will serve only certain Premises within the Project (or repaying any Project Obligations to finance construction costs related thereto). Any Project Revenues generated by Project Facilities included within such Special Benefit Area shall be applied to offset the costs otherwise allocated to the Special Benefit Area and shall not be applied to reduce Common Expenses. Such Special Benefit Assessment shall be in addition to the Regular Assessment payable by the Project Occupants of Premises within the Special Benefit Area. Special Benefit Assessments shall be allocated among the Premises within a Special Benefit Area based on the ratio of the Allocable Shares of each such Premises bears to the total Allocable Shares of all Premises within such Special Benefit Area unless the Project Operator determines, in its reasonable discretion, that another method of allocation is reasonable or appropriate under the circumstances of the special services or benefits afforded to such Premises. The additional administrative and operating costs of any Special Benefit Area shall be included in the Special Benefit Assessments allocated to each Premises within such Special Benefit Area.

5.3.5 **Compliance Assessments**. In addition to the obligation to pay Regular Assessments in accordance with <u>Section 5.3.3</u> above, each Project Occupant shall also be responsible for paying any costs incurred by the Project Operator pursuant to <u>Section 10.1.1.2</u> below due to (a) any violation of this Declaration by the Project Occupant or the tenants or other Permittees of such Project Occupant's Premises, or (b) Corrective Actions taken on account of a breach of this Declaration or any other Governing Document or other actions, omissions or activities in violation thereof, in each case following delivery of a written Notice of Violation to the responsible Project Occupant pursuant to <u>Section 10.1.1</u> below and failure to cure such breach or violation within the time period set forth therein. Any such expenses shall not be

included in the Common Expenses to be reimbursed by the other Project Occupants through Regular Assessments but instead shall be paid directly by the responsible Project Occupant or its Permittee and, if not so paid within ten (10) days after written demand by the Project Operator, may be levied against the Premises of the responsible Project Occupant as a Compliance Assessment. The amount of the Compliance Assessment shall be equal to the cost incurred by the Project Operator in connection with the associated violation or required Corrective Action. Compliance Assessments shall not include any fines or fees exceeding the actual costs (including associated administrative fees as set forth in Section 10.1.1.1 below) incurred by the Project Operator as a result of any such breach or violation; provided that the foregoing shall not limit the authority of the Project Operator to impose or collect fees or fines, in addition to any Compliance Assessment, from any Project Occupant or Permittee for repeated violations of the Governing Documents. Imposition of a Compliance Assessment against any Premises shall be subject to the applicable Project Occupant's right to request a Hearing pursuant to Section 10.1.3 below to dispute the asserted default or violation or responsibility for the required Corrective Action.

5.3.6 Capital Improvement Assessments. In the event that Replacement Reserve funds or Regular Assessments otherwise collected from the Project Occupants are not sufficient to pay the cost of repairing, reconstructing or replacing any Project Facilities or other Common Maintenance Item, or to fund the cost of constructing any off-site Capital Improvements required as a condition to development of the Project, then the Project Operator may levy a Capital Improvement Assessment to defray all or any part of such costs. Such Capital Improvement Assessment shall be payable in addition to the amount of Regular Assessments otherwise payable by the Project Occupants pursuant to Section 5.3.3 above. The Project Operator may not impose a Capital Improvement Assessment exceeding, on a cumulative basis with any other Capital Improvement Assessment payable during such fiscal year, more than twenty percent (20%) of the Regular Assessments otherwise paid by the Project Occupants without Majority Approval of the Project Occupants. Unless otherwise determined by the Project Operator to be reasonable or appropriate under the circumstances, Capital Improvement Assessments shall be levied in the same proportions as Regular Assessments; provided that any Capital Improvement Assessment to be imposed in connection with repair, replacement, restoration or construction of any Common Maintenance Item, the costs for which have been allocated to a Special Benefit Area, shall be allocated only to the Premises within such Special Benefit Area in the same proportion as the Special Benefit Assessments applicable thereto. Funds collected by the Project Operator through Capital Improvement Assessments may not be used to fund any Common Expenses incurred by the Project Operator unless otherwise approved by Majority Approval of the Project Occupants.

5.3.7 **Extraordinary Assessments**. Extraordinary Assessments shall mean a charge which the Project Operator may levy against the Project Occupants and their Premises to fund payment of any emergency costs or other expenses which cannot be funded through payment of insurance proceeds, Compliance Assessments, Replacement Reserve funds or other sources. Unless otherwise determined by the Project Operator to be reasonable or appropriate under the circumstances, Extraordinary Assessments shall be levied in the same proportions as Regular Assessments.

5.4 COLLECTION OF ASSESSMENTS.

5.4.1 **Payment Procedures**. The Project Operator shall have the authority to establish and implement policies regarding billing, payment and collection of Assessments (collectively, the "*Payment Policy*"). Such Payment Policy may address, among other matters, available payment methods, installment options and due dates as well as late charges and other consequences for delinquent payments and procedures for requesting an accounting of, or otherwise disputing, amounts owing. Each Project Occupant shall pay Assessments at such frequency and in such amounts and by such methods as may be provided for in the Payment Policy. If the Project Operator incurs additional expenses because of a payment method selected by a Project Occupant, the Project Operator may charge that expense to the Project Occupant and shall not be required to include such additional expense as a part of the Common Expenses. A Project Occupant may request a written statement at any time confirming the amount of the Assessments allocated to the Project Occupant's Premises (or otherwise payable by such Project Occupant) and the outstanding balance thereof.

5.4.2 **Partial Payments**. The Project Operator is under no obligation to accept tender of a partial payment of any Assessments or other amounts owed to the Project Operator from any Project Occupant. Acceptance of any such partial tender shall not waive the Project Operator's right to demand and receive full payment thereafter or affect any collection actions commenced for collection of delinquent amounts prior thereto.

5.4.3 **Delinquent Assessments**. Any Assessments or any other payment required to be made by a Project Occupant hereunder shall be delinquent if not paid in full within thirty (30) days of the date due. Any such payment, together with all reasonable costs of collection (including attorneys' fees) incurred by the Project Operator, shall be subject to such late charges and/or accrual of interest as may be provided for in the Payment Policy. Without limiting the foregoing, the Project Operator may bring an action at law against the Project Occupant personally obligated to pay the same, or may impose and enforce a lien against the Premises of such Project Occupant, or may pursue such other remedies and exercise such other rights as may be set forth in Section 10.2 below.

5.4.4 **Uncollectable Assessments**. At such time as Project Operator determines, in its good faith discretion, that any unpaid Assessments have become commercially impracticable to collect (due to bankruptcy, loss of lien rights or otherwise), such unpaid amount shall thereafter constitute a Common Expense allocable to all other Project Occupants.

5.5 **PROJECT OBLIGATIONS** Declarant shall have the exclusive power and right to incur indebtedness or enter into other financing arrangements to fund the cost of constructing Project Facilities, Project Infrastructure Improvements, Capital Improvements or other extraordinary Project Expenses ("*Project Obligations*").

ARTICLE VI USE RESTRICTIONS

6.1 **PERMITTED USES**. Subject to compliance with all other terms of this Declaration and except as specifically prohibited in <u>Section 6.2</u> below, the Premises within the

Project may be developed and used for any educational, commercial, public-serving or other uses permitted under (a) the applicable Conveyance Documents for such Premises and (b) subject to <u>Section 6.1.1</u> below, any Legal Requirements applicable to the Project.

6.1.1 **Conditionally Permitted Uses**. Any proposed use of a Premises that requires the issuance of a variance, conditional use permit or other discretionary approval by any Governmental Authority (including by the City's Community Development Director) shall not be permitted unless (a) the proposed use otherwise complies with this Declaration, the applicable Conveyance Documents, the Environmental Requirements and all other applicable Legal Requirements, and (b) the proposed use has been approved in writing by the Project Operator, or, as to any activities reasonably related to education processes associated with any District Use, Declarant, which approval may be withheld or conditioned in the sole discretion of the Project Operator or Declarant, as applicable. The Project Occupant shall be responsible for obtaining the written approval of the Project Operator or Declarant, as applicable (or supporting or other related documents) for such variance, use permit or other discretionary approval to the City or any other Governmental Authority.

6.1.2 **Change in Use**. Declarant may authorize any change in use from that permitted in the Conveyance Documents for the applicable Premises provided such use (a) does not otherwise violate the requirements of this <u>Section 6.1</u>, (b) will not cause the Premises, or the Project as a whole, to violate the Environmental Requirements, parking requirements, traffic mitigation measures or other applicable Legal Requirements (including, as to each Premises, the Trip Budget allocated thereto), and (c) will not create a nuisance within the meaning of <u>Section 6.4</u> below or otherwise violate the provisions thereof.

6.1.3 **Special Events**. Without limiting the provisions of <u>Section 6.4</u> or <u>Section 6.8</u> below, no Project Occupant or Permittee may sponsor, conduct or permit the conduct of any "Special Event" within any Premises or within any portion of the Project Common Area, without first providing notice to and obtaining the prior written consent of the Project Operator (or as to any Special Event to be conducted in connection with a District Use, Declarant), which consent may be withheld or conditioned in the sole discretion of the Project Operator or Declarant, as applicable. Such Project Occupant or Permittee shall further be solely responsible for obtaining, as a condition precedent to conducting any such Special Event, any license, permits or approvals required under any Legal Requirements applicable thereto and otherwise complying therewith. For purposes of this <u>Section 6.1.3</u>, "*Special Event*" shall mean any event or other activity outside the scope of activities normally conducted on such Premises which is reasonably likely to generate extraordinary levels of noise or a material increase in vehicular or pedestrian traffic or parking demand within the Project.

6.1.4 **Enforcement of Use Restrictions**. Neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant or Permittees thereof for approving or disapproving any use pursuant to this <u>Section 6.1</u> or <u>Section 6.2</u> below. Commencement of any use not permitted by this <u>Article VI</u> shall constitute a material breach of the Governing Documents entitling the Project Operator to all remedies set forth in <u>Article X</u> below or otherwise available at law.

6.2 **PROHIBITED USES**.

6.2.1 **Prohibited Uses**. In no event shall the following operations or uses be permitted within the Project without the prior written approval of the Project Operator, or as to any operations or uses associated with a District Use, Declarant, which may be given, conditioned or withheld in the sole discretion of the Project Operator or Declarant (as applicable), notwithstanding that such uses may be otherwise permitted under applicable Legal Requirements:

(a) Any business that is primarily sexually oriented, such as a business offering nude or semi-nude entertainment, a massage parlor, escort service, adult theater, adult bookstore selling "adults only" magazines, videos, books or other such paraphernalia or similar businesses;

(b) Facilities or businesses providing rehabilitation or post-detention vocational services to convicted felons, facilities providing post-detention or transitional housing to convicted felons, bail bond agencies, or probation offices;

(c) Businesses engaging in the on-site manufacture, sale, storage or distribution of firearms, munitions, ammunition, explosives or fireworks;

(d) Clinics or other facilities for rehabilitation or treatment of, or otherwise related to, drug or alcohol addiction;

(e) Businesses engaging in the manufacture, sale, storage or distribution of cannabis, cannabis derivatives or cannabis-containing products;

(f) Veterinary offices or facilities, including animal training, boarding or grooming facilities;

(g) Any residential use (other than dormitories or student housing);

(h) Gambling or other activities prohibited by California Penal Code §330 et. seq. or any "controlled games" otherwise regulated by California Business & Professions Code §19800 et. seq. (provided that the foregoing shall not apply to the occasional conduct of gambling activities otherwise permitted by applicable Legal Requirements for fundraising purposes in support of a permitted educational use);

- (i) Commercial recycling facilities;
- (j) Automotive service stations or automotive inspection or repair facilities;

(k) Any use generating parking requirements in excess of (i) the parking available on the Premises in which the use will be conducted plus, if applicable (ii) any off-site parking otherwise allocated to such Premises by the Project Operator;

(1) Any use which would be deemed under applicable Legal Requirements to generate vehicular traffic in excess of the Trip Budget allocated to the Premises on which

the use is to be conducted in the Conveyance Documents applicable thereto or to otherwise require implementation of additional traffic mitigation measures for the Project; or

(m) Any use which would otherwise cause the Project as a whole to violate the Environmental Requirements or other Legal Requirements applicable thereto.

Notwithstanding the foregoing, neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of any waiver of restrictions on Prohibited Uses pursuant to this <u>Section 6.2</u>.

6.3 **LEASING**. In addition to any applicable requirements of the Conveyance Documents, no Project Occupant shall rent, lease or sublease all or any portion of the Premises Improvements located on such Project Occupant's Premises except pursuant to a written lease or rental agreement which expressly provides that any occupancy is subject to all of the provisions of this Declaration and the other Governing Documents, any violation of which on the part of any lessee, tenant, sublessee or other occupant of each Premises shall be responsible for ensuring compliance with the provisions of this Declaration and the other Project Occupant of each Premises shall be responsible for by the lessees, tenants or other Permittees of its Premises.

6.4 EXTERNAL EFFECTS; NUISANCES. Every use shall be operated (a) so that it does not emit any (i) electro-mechanical or electro-magnetic disturbance or radiation that would unreasonably interfere with uses or activities conducted on any real property outside of the Premises (as determined by the Project Operator in its reasonable discretion), or (ii) obnoxious or dangerous amount of noise, heat, glare, radiation, fumes or odors perceptible outside of the Premises Improvements within which the use is being conducted, and (b) so that ground vibration inherently and recurrently generated by such use is not perceptible, without instruments, at any point outside of the Premises Improvements within which the use is being conducted. Notwithstanding the foregoing, nothing in this Section 6.4 shall be interpreted so as to unreasonably restrict or prohibit temporary impacts resulting from the conduct of construction activity on any Premises which otherwise complies with the Contractor's Manual. No Project Occupant may use, or permit any of its Permittees to use, any Premises within the Project for any use which would in any way (i) constitute a nuisance to the Project Occupants or Permittees of other Premises within the Project or otherwise unreasonably interfere with the quiet enjoyment thereof (as determined by the Project Operator in its reasonable discretion), or (ii) increase the rate of insurance for the Project or any other Premises within the Project. Without limiting the foregoing, Declarant has determined that (A) possession of Restricted Weapons as described in Section 6.5 and (B) the unregulated presence of Required Registration Parties within Restricted Areas as described Section 6.6 below shall each constitute a nuisance and shall not be permitted except as expressly provided below. Notwithstanding the foregoing, neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of any determination made by the Project Operator in its reasonable discretion pursuant to this Section 6.4.

6.5 **POSSESSION OF RESTRICTED WEAPONS**. Declarant has determined that, due to the integrated nature of the educational and other commercial uses to be conducted within the Project, the entire Project shall constitute a "District Site" (hereinafter, the "Project District Site") within the meaning of Administrative Policy 2125 adopted by the Board of Trustees of Declarant on August 31, 2009, as implemented by Administrative Regulation 2125 adopted by Declarant's Board of Trustees on April 14, 2013 (collectively as amended, superseded or otherwise modified from time to time, the "District Weapons Regulations"). For purposes of this Declaration, the term "Restricted Weapons" shall include any and all firearms, knives, explosives or other weapons now or hereafter prohibited or otherwise regulated by the District Weapons Regulations or any provision of the California Penal Code, including without limitation, (i) any dirk, dagger, ice pick or knife with a blade exceeding two and one-half inches in length, (ii) any tasers, stun guns or other electronic weapons, or (iii) any facsimiles of any such prohibited or regulated weapons. Restricted Weapons shall further include personal firearms notwithstanding that such personal firearms may otherwise be permitted under certain circumstances pursuant to California Penal Code Sections 25605 and 26405 (or any other statutory provision which is a successor thereto or otherwise substantially similar thereto). In accordance with the District Weapons Regulations, Declarant finds that there is no legitimate purpose for any persons (other than "Permitted Users" as defined below) to use or possess any Restricted Weapons on the Project District Site. Accordingly, any such possession or use within the Project shall constitute an "unlawful use" within the meaning of California Penal Code Section 17500 and a nuisance, and is hereby expressly prohibited. The foregoing prohibition shall not apply to any on-duty law enforcement personnel, duly-appointed California peace officers or security personnel directly employed by Declarant or the Project Operator who are required to possess such weapon in the course of their employment and who are in possession of such firearms or other weapons for a lawful purpose ("Permitted Users"). Notwithstanding the foregoing, otherwise lawful use or possession of Restricted Weapons for the following purposes may be permitted upon prior notice to, and with the express prior written consent of, the employee or agent of Declarant designated by Declarant for such purpose (the "Security Officer"), which consent may be withheld, limited or otherwise conditioned as determined by the Security Officer to be reasonably necessary to uphold and preserve the intent and purposes of the District Weapons Regulations: (i) the conduct of a permitted educational use, (ii) the provision of private security services by duly-licensed personnel employed by or on behalf of any Project Occupant to protect such Project Occupant's Premises, (iii) the conduct of on-site food preparation or consumption, and (iv) other lawful uses which are within the scope of the user's employment while conducting activities at the Project District Site.

6.6 **REGISTERED SEX OFFENDERS**. As set forth in <u>Section 6.5</u> above, Declarant has determined that, due to the integrated nature of the educational and other commercial uses to be conducted within the Project, the entire Project constitutes a "District Site" for the purposes specified herein. Access to the District Site by any person required to register as a sex offender pursuant to California Penal Code Section 290 et. seq. (a "*Required Registration Party*") must be subject to notice requirements and other restrictions as set forth in this <u>Section 6.6</u>. Each Project Occupant shall be responsible for determining if any employee, agent, contractor or consultant thereof who will have a regular presence on the Premises at the behest of the Project Occupant (each, a "*Premises-Related Party*") constitutes a Required Registration Party and if so determined, shall provide written notice thereof to the Security Officer. Such notice shall identify the applicable Premises-Related Party as a Required Registration Party, the nature or

purpose of such Premises-Related Party's activities within the Project, and the anticipated days and hours that such Premises-Related Party will be required to be present within the Project in connection therewith. After reviewing such notice, the Security Officer shall have the right (but not the obligation) (i) to designate portions of the Project which such Premises-Related Party may not occupy, use or enter, including without limitation, any Project Common Area which may be concurrently occupied, used or entered by students or other Permittees of any educational uses conducted within the Project which are minors (collectively, the "Restricted Areas") or (ii) to otherwise impose restrictions on such Premises-Related Party's use of the Restricted Areas. The Security Officer shall notify the Project Occupant in a timely manner of any access or other restrictions to be imposed on the Premises-Related Party. Upon notification from the Security Officer, the Project Occupant shall be responsible for (i) communicating such restrictions to the Premises-Related Party, (ii) obtaining the Premises-Related Party's written agreement to comply with the restrictions, and (iii) otherwise ensuring the Premises-Related Party's compliance therewith. Each Project Occupant shall be responsible for complying with the foregoing procedures prior to employing, engaging or otherwise permitting any Premises-Related Party who constitutes a Required Registration Party to make its initial entry upon the Notwithstanding the foregoing, if any Project Occupant conducting a permitted Project. educational use within the Project has established independent procedures for regulating the activities of Required Registration Parties on its Premises, then subject to approval of such independent procedures by the Security Officer, the Project Occupant shall be exempt from any obligation to separately comply with the procedures set forth in this Section 6.6.

6.7 **ENVIRONMENTAL REQUIREMENTS**. Without limiting the obligations of the Project Occupants under Section 3.2 above, and in addition thereto, Project Occupant shall not use, nor allow any Permittee thereof to use, its Premises or any part thereof in a manner which results in a violation of the Environmental Requirements, including any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance in violation thereof. Each Project Occupant shall, at its own cost and expense, comply, and cause each of its tenants, licensees, concessionaires and/or other Permittees to comply, with the Environmental Requirements including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations and maintaining all required records. Should any Project Occupant use or permit the use by any Permittee thereof of any Hazardous Substance in quantities requiring reporting or notice to any applicable Governmental Authority or agency, such Project Occupant shall provide such required notice to the appropriate Governmental Authority or agency and simultaneously send a copy of such notice to the Project Operator.

6.8 **STORAGE AND HANDLING OF WASTES AND OTHER MATERIALS**. No trash, wastes or other materials shall be stored on any Premises other than within the Premises Improvements constructed in accordance with the Design Guidelines or in a separate enclosures otherwise approved by the Project Operator or Approving Authority. Without limiting the foregoing, in no event may any trash, wastes or other materials be maintained on any Premises in such form or manner as to permit transfer of such materials off of the Premises by natural causes or forces. Pursuant to <u>Section 3.3.2</u> above, the Project Occupants shall be responsible for ensuring regular trash collection services from, and maintenance of, such private trash collection facilities to avoid odors, insect infestation and decay of waste materials. Any outdoor storage of waste or other materials in violation of the foregoing or any other Rules or Regulations implemented by the Project Operator relating thereto may be removed by the Project Operator at the expense of the responsible Project Occupant.

PARKING AND VEHICULAR REGULATIONS. The Project Operator may 69 implement Rules and Regulations governing parking and operation of vehicles within the Project (the "Parking and Traffic Rules"). Such Parking and Traffic Rules shall be in addition to any traffic laws, parking codes or other Legal Requirements imposed by the City relating thereto and may include, without limitation, (a) designation of speed limits and other traffic control measures on private streets and accessways, (b) implementation of assigned parking, controlled access parking, visitor parking, "handicapped parking," and "no parking" areas within the Project Common Area, (c) prohibitions on after-hours parking, storage of vehicles or parking or vehicle operation within the Project in a manner which the Project Operator may determine, in its sole discretion, to obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard; and (d) prohibition against parking or operation of certain types of commercial vehicles within the Project. From and after implementation of any such Parking and Traffic Rules, no vehicles may be operated or parked within the Project except in compliance therewith. The Project Operator shall have the authority to enforce the Parking and Traffic Rules, including removing violating vehicles pursuant to California Vehicle Code Section 22658 or other applicable ordinances or statutes. Upon each failure of a Project Occupant to comply, or to cause its Permittees to comply, with such Parking and Traffic Rules, the Project Operator, after delivery of written notice to the responsible Project Occupant, may in addition to any other remedy, impose fines on the non-complying Project Occupant. The Project Operator may further impose a Compliance Assessment on the non-complying Project Occupant in an amount equal to the Project Operator's costs of enforcing the applicable Parking and Traffic Rules against such Project Occupant, including the costs of towing, storage, attorneys' fees, consultant fees and fees of property management personnel related thereto. Such fines and/or Compliance Assessments may be charged for each separate occurrence of a Project Occupant's failure to comply with the Parking and Traffic Rules.

6.10 **SUSTAINABILITY PROGRAMS**. The Project Operator may implement recycling programs, ride-sharing/traffic management programs or other sustainability programs for the Project. All uses within the Project shall be conducted in accordance with any sustainability programs so implemented from time to time.

6.11 **SIGNS**. The Declarant may implement a signage program or other specific design guidelines for any identifying, directional or other signage installed on the exterior portions of any Premises (or visible from the exterior of any Premises Improvements located thereon) within the Project (a "*Sign Program*"). All signs displayed anywhere within the Covered Property must comply with (i) such Sign Program and (ii) all Legal Requirements applicable to the Project or the business of the applicable Project Occupant or Permittee (including, without limitation, Legal Requirements restricting any type of "balloon" or other aerial signs or any other signs extending above roof lines). Any sign shown or displayed from or visible from the outside of any Premises Improvement shall, to the extent required pursuant to the Sign Program, be subject to the prior written approval of the Approving Authority pursuant to <u>Section 4.1</u> above. Except as expressly permitted by the Sign Program, no sign may be erected, hung or maintained on or over any portion of the Project Common Area without the prior written consent of the Project Operator which may be withheld in its sole discretion. The Sign Program shall not regulate the content of

political signs located within any Premises; provided that the Sign Program may regulate the time, place and manner of posting of such signs. Notwithstanding anything to the contrary set forth in the Sign Program, consent of the Approving Authority shall not be required to show or display any of the following types of signs or notices of customary and reasonable dimension and location on any Premises within the Project which otherwise comply with the Sign Program: (a) any sign which states that a Premises Improvement or any portion thereof is for rent or sale, (b) any Notices of Non-Responsibility pursuant to California Civil Code §8444, or (c) any required notices posted in connection with any legal proceedings affecting the Premises on which such notice is posted. Approval of a sign by the Approving Authority shall not affect the Project Occupant's independent duty to comply with any applicable Legal Requirements prior to sign installation. The Project Operator may summarily cause any unauthorized or otherwise noncompliant signs to be removed or destroyed. In no event shall any Project Occupant or Permittee thereof have or acquire any interest in or right to use the names "Advanced Technology & Education Park," "ATEP" or any related name or any permutation thereof in any sign or other advertising without the prior written consent of the Declarant which may be withheld by the Declarant in its sole discretion.

6.12 **NON-DISCRIMINATION**. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project or any portion thereof, nor shall any Project Occupant itself or any Permittee claiming under or through such Project Occupant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any tenants, subtenants, lessees, sublessees or vendees of any portion of the Project.

6.13 **FURTHER SUBDIVISION; ZONING OR LAND USE AMENDMENTS; VARIANCES.** Without limiting the provisions of <u>Section 6.1.1</u> above, no Project Occupant shall further subdivide any Parcel without the prior written approval of the Declarant, which may be granted or withheld in the Declarant's sole and absolute discretion. No request for a modification, waiver or variance of existing zoning requirements, or amendment or modification of the Development Agreement, Specific Plan or any other entitlements affecting any portion of the Project, may be initiated or proposed by any Project Occupant unless the application, petition or other proposal has been approved in writing by the Declarant, which approval may be given, conditioned or withheld in the Declarant's sole and absolute discretion.

ARTICLE VII EASEMENTS

7.1 **PROJECT COMMON AREA EASEMENTS**.

7.1.1 **Project Occupants' Rights to Use and Enjoyment of Project Common Area**. The Project Common Areas within the Project are subject to non-exclusive easements of use and enjoyment for the benefit of the Project Occupants and their Permittees for purposes of parking, ingress, egress, access, vehicular and pedestrian traffic and all other purposes contemplated by this Declaration. Such easements are appurtenant to and shall pass with leasehold or fee title to each Premises within the Project. The foregoing easements shall be subject to all other rights and easements set forth in the Governing Documents, including without limitation, the following:

(a) Easements as shown on any recorded subdivision map of the Covered Property, and any other easements now or hereafter recorded against the Covered Property, including without limitation, any easements, rights or restrictions provided for in this Declaration or in any other recorded Environmental Restrictions;

hereunder;

(b) The Project Operator's exercise of its authority established

(c) Declarant's right, acting through the Project Operator, to approve or otherwise cause the repair, replacement, alteration or removal of any existing Project Facilities or Project Infrastructure Improvements and to approve or otherwise cause the construction of additional Project Facilities or Project Infrastructure Improvements, in each case for purposes consistent with the intended use of the Project as a mixed-use educational and commercial project;

(d) The Project Operator's authority to reasonably restrict access to sensitive landscaped areas, parking areas, maintenance facilities and other portions of the Project Common Area, including without limitation (i) the right to establish Exclusive Use Areas within the Project Common Area for the exclusive use of the Project Occupant or Permittees of any Premises within the Project; and/or (ii) the right to restrict access to portions of the Project Common Area for purposes of conducting events thereon;

(e) Compliance with any Rules and Regulations pertaining to the use of the Project Common Area which may be implemented from time to time by the Project Operator pursuant to the provisions of this Declaration, including Parking and Traffic Rules regarding use of shared parking facilities;

(f) Declarant's right to grant, consent to, or join in the grant or conveyance of, easements, licenses or rights of way in, on or over the Project Common Area; and

(g) Any easements, licenses or other rights otherwise now or hereafter reserved or established pursuant to this <u>Article VII</u>.

7.1.2 **Further Easements**. No Project Occupant shall grant any easements or dedications materially adversely impacting (a) any Project Common Area that may be located on or adjacent to the Premises or Exclusive Use Area of such Project Occupant, or (b) any easement rights of any other Project Occupant therein, in each case without the prior written approval of the Project Operator. Any such dedication or easement in violation of the foregoing provisions shall remain subordinate to the rights of the Project Operator and the Project Occupants over such portion of the Project pursuant to this <u>Section 7.1</u>.

7.1.3 **Delegation of Use**. Any Project Occupant entitled to the right and easement of use and enjoyment of the Project Common Area may delegate those rights and easements in writing to tenants or other Permittees occupying or otherwise using such Project

Occupant's Premises. No Project Occupant shall be exempted from personal liability for Assessments duly levied by the Project Operator, nor shall such Project Occupant's Premises be released from the liens and charges thereof, by such Project Occupant's waiver of its right to use and enjoyment of the Project Common Area or by any abandonment of the Premises Improvements located on such Project Occupant's Premises.

7.2 **PROJECT OPERATOR EASEMENTS**. The following easements are hereby established and reserved for the benefit of Declarant and the Project Operator and any designated agents, officers and employees thereof and may be further assigned on the terms set forth below:

7.2.1 **Maintenance and Repair**. A nonexclusive easement over each of the Premises within the Project for purposes of maintenance and repair of Project Common Area Improvements (including landscaping improvements) located thereon or adjacent thereto. The foregoing easement shall include an easement over any Project Infrastructure Improvements located on any such Premises.

7.2.2 **Inspection Rights**. A nonexclusive easement over the Premises within the Project (including any Premises Improvements located thereon) for purposes of access, inspection and maintenance as necessary to fulfill the responsibilities of the Project Operator pursuant to this Declaration, including without limitation, the right to inspect such Premises to confirm compliance with the requirements of this Declaration. Without limiting the foregoing, the easements reserved herein shall include nonexclusive easements over each of the Premises and Premises Improvements located thereon for purposes of satisfying any maintenance obligations of the Project Occupant of such Premises pursuant to <u>Section 3.1.2</u> above or otherwise enforcing the provisions of this Declaration should the Project Occupant of such Premises fail to perform such maintenance or remedy any other noncompliance with this Declaration.

7.2.3 **Utility Easements**. The following non-exclusive easements which Declarant or the Project Operator may further assign, on a non-exclusive basis, to any public or private utility provider, Governmental Authority or, to the extent provided below, other Project Occupants:

(a) <u>Common Utility Easements</u>. Non-exclusive easements ("*Common Utility Easements*") for purposes of installing, repairing and maintaining Project Infrastructure Improvements as reasonably required for the delivery of utility services to the Project Common Area or any other Premises within the Project. The Project Operator shall have the right to permit other Project Occupants to install or maintain utility improvements or facilities within the designated Common Utility Easements located on any Premises (but not within any Premises Improvement) subject to approval of the plans and specifications for such utility improvements by the Approving Authority pursuant to <u>Article IV</u> above and further subject to full compliance with the limitations on entry and restoration obligations set forth in <u>Section 7.4</u> below.

(b) <u>Easements for Public Utilities and Services</u>. Nonexclusive easements for ingress and egress over the Premises and the Project Common Area for the benefit of any public or private utility, mutual water district or public agency providing utilities or related services to the Project for purposes of operation, maintenance and repair of utilities equipment, facilities or other improvements within the Project. The foregoing easements shall include a right of access for purposes of reading and maintaining meters, and using and maintaining fire hydrants located within the Project. Declarant reserves the right to grant additional easements and rights-of-way over the Project to utility companies and public agencies, as necessary for the proper operation of the Project.

Declarant, acting through the Project Operator, shall have the right to designate the location of the foregoing Common Utility Easements and easements for public utilities and services; provided that the Project Operator shall have no right to establish any such easements in a location which would interfere with existing Premises Improvements or otherwise materially adversely impair use or occupancy of such Premises for its intended purposes.

7.2.4 **Telecommunications Easement.** Nonexclusive blanket easements (the "*Telecommunications Easements*") over the Covered Property for purposes of constructing, installing, locating, altering, operating, maintaining, inspecting, upgrading, removing and enhancing facilities for the delivery of telecommunications, internet and other forms of communication services. The Project Operator may license or assign (on a nonexclusive basis) all or any portion of the foregoing Telecommunications Easements to any third-party provider of such services. Notwithstanding the foregoing, any rights arising under the Telecommunications Easements may not be exercised in a manner which would unreasonably interfere with the reasonable use and enjoyment of any Premises for its intended purpose. If the exercise of a Telecommunications Easement results in damage to any Premises within the Project, then the assignee or licensee of the Telecommunications Easement causing the damage shall be responsible for the prompt repair thereof.

7.2.5 **Construction Easement**. A nonexclusive easement over the Covered Property as reasonably required for purposes of performing construction, restoration or replacement of any Project Infrastructure Improvements, Project Facilities or other improvements located thereon or on any portion of the Covered Property adjacent thereto (including construction of additional Project Infrastructure Improvements pursuant to Section 7.1.1(c) above); provided however, that the foregoing easement may not be exercised in such a manner as to materially impair the rights of the Project Occupant or Permittees of such Premises to access or occupy the Premises Improvements located thereon. The Project Operator may grant temporary sub-easements the foregoing construction easement to any Project Occupant constructing Project Infrastructure Improvements or Project Facilities on behalf of the Project Operator or otherwise conducting construction activity on any adjacent Premises subject to the compliance by such Project Occupant with the requirements of <u>Section 7.4</u> below.

7.3 **MISCELLANEOUS EASEMENTS.** The following easements are further hereby established and reserved for the benefit of the Project Operator, each of the Premises within the Project and the Project Occupants thereof:

7.3.1 **Drainage**. All of the Premises within the Project are subject to reciprocal easements for the benefit of all other portions of the Covered Property for drainage of stormwater and other surface water over, across and upon adjacent Premises and/or the Project

Common Area resulting from the normal use of such Premises and Project Common Area. Such drainage shall be subject to compliance with all Legal Requirements including any drainage regulations or other Environmental Restrictions applicable thereto. No Premises Improvements or alterations thereto may be constructed on any Premises which would unreasonably interfere with the existing drainage patterns on such Premises without the express written consent of the Approving Authority pursuant to <u>Article IV</u> above.

7.3.2 **Encroachments**. All of the Premises within the Project are subject to reciprocal easements to accommodate minor encroachments (not to exceed three (3) feet) and maintenance thereof in the event that Premises Improvements located on any Premises or architectural features incorporated therein encroach upon any adjacent Premises as a result of (a) variances in original construction or approved reconstruction thereof, or (b) the repair, shifting, settlement or movement of such Premises Improvement following completion of the construction or approved reconstruction thereof. Use of the foregoing easements may not unreasonably interfere with the use or occupancy of the burdened Premises for its intended purpose.

7.3.3 **Easements for Public Services**. All of the Premises and Project Common Area within the Project shall be subject to nonexclusive access easements for purposes of public safety, inspections for compliance with Governmental Requirements and other governmental services or activities, including but not limited to, the right of law enforcement and fire protection personnel to enter upon any part of the Project for the purpose of carrying out their official duties.

7.4 LIMITATIONS ON ENTRY. Any entry onto an Project Occupant's Premises by the Project Operator or any other Project Occupant or Permittee thereof pursuant to the rights and easements reserved in this Article VII shall be conducted in a manner so as to minimize any damage to such Premises or Premises Improvements located thereon or disruption of the operations conducted thereon and shall further be subject to compliance with any reasonable requirements as to security of the Premises and the operations conducted thereon as may be imposed by the Project Occupant or its tenants. Entry into any Premises Improvement by or on behalf of the Project Operator pursuant to the rights and easements reserved in this Article VII may be made only upon at least three (3) business days advance written notice (the "Entry Notice") to the Project Occupant or Permittee of the Premises Improvement to be entered, except for emergency situations which shall not require advance notice. Without limiting the foregoing, the Project Occupant or Permittee of the Premises Improvement to be entered shall have the right to be present, or to have a designated representative present, during any such entry. In the event that the Project Occupant or Permittee of the Premises fails to have a representative present at the designated time, then the Project Occupant or Permittee shall be deemed to have waived the foregoing right to be present during such entry. Except in the case of an entry by the Project Operator for purposes of performing maintenance of an Occupant Maintenance Item due to the responsible Project Occupant's failure to do so, the Premises or Premises Improvement to be entered shall, following completion of the work to be performed by the entering party, be left in substantially the same condition as existed immediately preceding such entry. Any damage to a Premises caused by an entry pursuant to this Article VII shall be repaired by the Project Operator or responsible Project Occupant entering such Premises.

ARTICLE VIII INSURANCE

8.1 **PROJECT INSURANCE**. Declarant shall cause the following insurance coverages (collectively, the "*Project Insurance*") to be maintained at all times for the benefit of the Project:

8.1.1 **Liability Insurance**. Commercial general liability insurance providing coverage against claims and liability for bodily injury, death or property damage arising out of activities of Declarant, the Project Operator, or any employee or agent thereof, as well as any Project Occupant or any Permittee thereof, on the Project Common Area, with such limits as the Project Operator determines in its sole discretion to be appropriate for the Project. Such policy shall be primary and not in excess of, or contributory with, other insurance carried by the Project Occupants pursuant to this Declaration. The liability limits of the insurance required pursuant to this <u>Section 8.1.1</u> may be increased by Declarant, based on relevant factors including, without limitation, inflation, increased liability awards, and the advice of professional insurance advisors.

8.1.2 **Fire and Casualty Insurance**. Property casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Project Facilities or other insurable components of the Project Common Area. Declarant shall have no obligation to maintain property casualty insurance or any other coverage for any Premises Improvements installed by or on behalf of a Project Occupant on such Project Occupant's Premises or on any Exclusive Use Area appurtenant thereto, which insurance shall be the sole responsibility of the Project Occupant of such Premises.

8.1.3 **Fidelity Insurance**. Declarant shall have the right to obtain fidelity insurance coverage for the Project Operator or any other Persons handling Project Revenues or any other funds on behalf of Declarant, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum amount of funds in the custody or under the control of such Persons during the term of the insurance.

8.1.4 **Other Insurance**. Declarant shall have the right, but not the duty, to obtain such additional insurance coverages as Declarant may determine in its reasonable discretion to be appropriate for the Project, including without limitation, earthquake insurance, flood insurance, terrorism coverage, environmental or pollution legal liability insurance or similar insurance with such coverage and limits as Declarant determines in its reasonable discretion to be appropriate for the Project. Declarant shall be entitled to rely on the advice of any professional insurance advisor engaged by Declarant or the Project Operator in determining the appropriate type and level of Project Insurance to be maintained by Declarant.

8.1.5 **Beneficiaries**. The Project Insurance policies shall be maintained in the name of, and the proceeds thereof shall be payable to Declarant. Casualty insurance proceeds shall be applied by the Project Operator as directed by Declarant for the repair or replacement of the property or credited against the Common Expenses allocated to the Project Occupants.

8.1.6 **Insurance Premiums**. All premiums or other allocable costs incurred by Declarant in maintaining the Project Insurance coverages, as well as any deductible amounts for claims made thereunder which are not otherwise allocable to a responsible Project Occupant, shall be allocated to all Project Occupants as part of the Common Expenses.

8.1.7 **Claims Management**. The Project Operator, in its capacity as agent of Declarant and under the direction and control thereof, shall have the exclusive authority to bind the Project and the Project Occupants thereof in respect to all matters affecting the Project Insurance, including without limitation, determining when to submit claims under the Project Insurance, negotiating loss settlements with insurance carriers on such claims, and the surrender, cancellation, and modification of any such Project Insurance. All insurance proceeds recovered under any Project Insurance provided for in this <u>Section 8.1</u> shall be paid to Declarant and no Project Occupant or other Person shall have any right, title or interest therein or claim thereon.

8.2 **PROJECT OCCUPANT INSURANCE OBLIGATIONS**. Each Project Occupant shall maintain the following insurance:

8.2.1 Liability Insurance. Each Project Occupant shall maintain, at its sole cost and expense, commercial general liability insurance (occurrence form) insuring against (i) liability for activities and business operations of the Project Occupant or its Permittees in the Project (including the use of motor vehicles by such Project Occupant and its Permittees), and (ii) any and all activities within or upon any said Project Occupant's Premises. Such liability insurance shall not contain any exclusions for contractually-assumed liability and shall be written by insurance companies approved by the Project Operator in its reasonable discretion. Limits of liability (combined single limit and aggregate) under such liability coverage shall satisfy such minimum amounts as may be required by the Conveyance Documents applicable thereto or as otherwise customarily required for comparable improvements with similar uses in the Central Orange County Area. The required liability limits of the Project Occupant's liability insurance may be determined and, as appropriate, increased from time to time, by the Project Operator, based on relevant factors including, without limitation, the nature of the Project Occupant's use of the Premises, inflation, increased liability awards, and the advice of professional insurance advisors.

8.2.2 Fire and Casualty Insurance. Each Project Occupant shall maintain, at its sole cost and expense, standard form fire and casualty insurance with extended coverage endorsements as written in California, covering the Premises Improvements within such Project Occupant's Premises and, if applicable, any Exclusive Use Area appurtenant thereto. Such insurance shall provide coverage, in an amount not less than one hundred percent (100%) of the full replacement cost thereof, against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft. Such insurance shall provide for periodic reappraisal to ensure maintenance of coverage at the appropriate level. All policies required under this <u>Section 8.2.2</u> shall be written by insurance companies approved by the Project Operator in its reasonable discretion.

8.2.3 **Worker's Compensation; Employer's Liability**. Each Project Occupant shall maintain, and shall require its Permittees to maintain, Worker's Compensation and Employer's Liability Insurance, as required by law.

8.2.4 General Occupant Insurance Requirements.

(a) All insurance maintained by any Project Occupants or their Permittees (collectively, "Occupant-Maintained Insurance") shall be written as primary policies, not contributing with, and not in excess of any coverage afforded by the Project Insurance. Such Occupant-Maintained Insurance shall provide for reasonable and customary deductible amounts. If, on account of the failure of Project Occupant to comply with the provisions of this Section 8.2, Declarant is adjudged a coinsurer by its insurance carrier, then, in addition to all other remedies available to Declarant, any loss or damage Declarant shall sustain by reason thereof shall be borne by such Project Occupant and shall be immediately paid to Declarant by such Project Occupant upon receipt of a bill therefor and evidence of such loss.

(b) Coverage afforded under the Occupant-Maintained Insurance, whether or not required pursuant to this <u>Section 8.2</u>, may not adversely affect or diminish any coverage under any Project Insurance. If any loss intended to be covered by any Project Insurance policy and the proceeds payable thereunder are reduced due to coverage afforded by any Occupant-Maintained Insurance, such Project Occupant shall assign the proceeds payable under such Occupant-Maintained Insurance to Declarant, to the extent of such reduction, for application to the liabilities incurred by Declarant or the Project Operator which would otherwise have been covered by proceeds payable under the applicable Project Insurance.

(c) Any insurance required to be carried by a Project Occupant pursuant to this <u>Section 8.2</u> may be carried by an Project Occupant or its Permittees under a blanket policy or under policies maintained by the Project Occupant or Permittees with respect to other property owned or operated by the Project Occupant or Permittees or their affiliates, provided that Declarant is not deprived of any insurance benefits hereunder. A Project Occupant may have the ability to provide the required coverages through a program of self-insurance subject to Declarant approval which may be withheld or conditioned in Declarant's sole discretion.

(d) All Occupant-Required Insurance shall provide that the Project Operator shall be given at least thirty (30) days' written notice prior to expiration, cancellation or material reduction in the coverage afforded thereunder. Each Project Occupant shall provide proper certificates evidencing the coverages required hereunder to the Project Operator. Such certificates shall name the Project Operator, Declarant, the City, the Navy, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees and volunteers (as applicable) as additional insureds (collectively, the "*Declarant-Related Additional Insureds*") and shall expressly provide that the interest of the same therein shall not be affected by breach by the Project Occupant or its Permittees (or any other Persons under their direction and control) of any provision of the policy for which such certificates evidence coverage.

(e) The insurance obligations of the Project Occupants set forth in this <u>Section 8.2</u> shall be in addition to insurance requirements, if any, set forth in the Conveyance Documents applicable to the Premises of each such Project Occupant. In the event of any inconsistency or conflict between the applicable provisions of the Conveyance Documents and the provisions of this <u>Article VIII</u>, the more restrictive provision will apply.

(f) Nothing in this Declaration shall be deemed to preclude any Project Occupant from carrying any additional insurance as such Project Occupant may deem necessary or appropriate; provided such additional insurance otherwise complies with the requirements of this <u>Section 8.2.4</u> and <u>Section 8.3</u> below.

8.3 **WAIVERS**. All Occupant-Maintained Insurance policies shall include a waiver of subrogation of claims against the Declarant-Related Additional Insureds. As to each Project Insurance policy which will not be voided or impaired thereby, Declarant and the Project Operator hereby waive and release all claims against the Project Occupants, their Permittees, and the agents and employees of each of the foregoing, with respect to any loss covered by such Project Insurance, whether or not caused by the negligence of such Persons or breach of any agreement thereby, but only to the extent that insurance proceeds are received by Declarant in compensation for such loss. Without limiting the foregoing, any Project Insurance policies and Occupant-Maintained Insurance policies insuring against physical damage must provide, if reasonably possible, for waiver of:

(a) any defense based on coinsurance;

(b) any right of setoff, counterclaim, apportionment, proration or contribution due to other insurance not carried by the Project Occupant in violation of this <u>Article</u> <u>VIII</u>;

(c) any invalidity, other adverse effect or defense due to any breach of warranty or condition caused by the Project Operator or any other Declarant-Related Additional Insured or any other Project Occupant or tenant or Permittee thereof, or arising from any act or omission of any named insured or the respective agents, contractors and employees of any insured;

(d) any right of the insurer to repair, rebuild or replace the applicable Premises Improvement or Project Facility, and, if not so repaired, rebuilt or replaced following loss, any right under the applicable insurance policy to pay an amount less than the replacement value of the Premises Improvement or Project Facility so insured;

(e) any denial of a Project Occupant's claim because of negligent acts by the Project Operator or other Project Occupants; and

(f) prejudice of the insurance by acts or omissions of any other Project Occupants or Permittees thereof that are not under the control of the Project Operator or the insured Project Occupant, as applicable.

8.4 **PROJECT OCCUPANT INDEMNITY**. In addition to any other indemnity obligations set forth elsewhere in this Declaration, each Project Occupant (the "*Indemnifying*

Party") shall, subject to <u>Section 8.4.1</u> below, protect, indemnify, defend, and hold Project Operator, Declarant, the City, the Navy, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees, volunteers, agents, lenders, successors and assigns harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising (directly or indirectly) as a result of or in connection with (i) use of the Indemnifying Party's Premise or any other portion of the Project by the Indemnifying Party or its Permittees, or (ii) the conduct of any business or work or things done, permitted or suffered in or about the Indemnifying Party's Premises and (iv) any breach of this Declaration by the Indemnifying Party or any Permittee thereof.

8.4.1 **Limitations**. Notwithstanding anything to the contrary in this <u>Article VIII</u>, (a) no Person shall be entitled to indemnification for any damage arising from the gross negligence or willful misconduct of such Person or its Permittees and (b) Declarant, the Project Operator and each Project Occupant, for itself and its Permittees, waives any right of recovery against Declarant, Project Operator or any other Project Occupant or their Permittees for any loss, damage, or injury to the extent the loss, damage or injury is actually covered by insurance.

ARTICLE IX RIGHTS OF MORTGAGEES

9.1 **GENERAL PROTECTIONS**. No amendment or violation of this Declaration shall defeat or render invalid the rights or lien of a First Mortgagee under any First Mortgage encumbering any Premises within the Project made in good faith and for value, provided that after the foreclosure of any such First Mortgage, such Premises will remain subject to this Declaration.

9.1.1 The sale or transfer of any Premises pursuant to judicial or nonjudicial foreclosure of a First Mortgage or deed-in-lieu of foreclosure transferring the Premises to such First Mortgagee shall extinguish the lien of any delinquent Assessments as to payments which became due prior to such foreclosure or transfer. Any such delinquent Assessments that become commercially impracticable to collect (due to loss of lien rights, as herein described, or otherwise) shall thereupon constitute a Common Expense collectible from all of the Project Occupants. Notwithstanding the foregoing, no such foreclosure or other transfer to a First Mortgagee shall relieve such Premises from liability for Assessments accruing or due for any period thereafter nor relieve the Project Occupant of such Premises for payment of any portion of the unpaid Assessments reallocated to all Project Occupants within the Project as part of the Common Expenses pursuant to <u>Section 5.2</u> above.

9.2 **NOTICES**. Each First Mortgagee, insurer or guarantor of a First Mortgage encumbering any Premises within the Project, on filing a written request for notification with the Project Operator, shall be entitled to written notice of: (a) any condemnation or casualty loss which affects either the Premises securing the First Mortgage or a material portion of the Project Common Area adjacent thereto; (b) any delinquency of sixty (60) days or more in the performance of any monetary obligation under the Governing Documents on the part of the Project Occupant(s) of the Premises securing the First Mortgage, including any delinquent

Assessments or charges owed by such Project Occupant(s), which notice each Project Occupant consents to and authorizes; (c) a lapse, cancellation, or material modification of any Project Insurance; (d) any abandonment of that portion of the Project within which the Premises securing the First Mortgage may be located; and (e) any proposed amendment to the Declaration that would amend the provisions of this Article.

ARTICLE X ENFORCEMENT

10.1 **BREACH OF GOVERNING DOCUMENTS.** Pursuant to the Asset Management Agreement, the Project Operator has been assigned sole authority by Declarant to enforce the Governing Documents on the terms set forth in this <u>Article X</u>. Failure to comply with any of the terms of the Governing Documents by a Project Occupant or any Permittee thereof (other than non-payment of Assessments which shall be governed by <u>Section 10.2</u> below) shall be grounds for relief which may include, without limitation, an action for recovery of damages, injunctive relief, imposition and enforcement of a lien on the Premises of the violating Project Occupant, or any combination thereof.

10.1.1 **Remedies**. If the Project Operator determines that there is a condition of non-compliance or violation of the terms of this Declaration, then the Project Operator may give written notice to the responsible Project Occupant (the "*Notice of Violation*") identifying (i) the condition or violation complained of, and (ii) the length of time the Project Occupant has to remedy the violation. If the violating Project Occupant does not remedy such non-compliance or otherwise correct such violation as required by the Project Operator within the allotted time, the Project Operator may:

10.1.1.1 take any such Corrective Action appropriate to remedy such condition or violation, whereupon all expenses incurred by the Project Operator in connection therewith shall be reimbursed by the responsible Project Occupant, together with a five percent (5%) administrative fee, within ten (10) days of written demand therefor. Any amounts not so reimbursed may further constitute a Compliance Assessment on the Premises of the responsible Project Occupant enforceable in accordance with Section 10.2 below;

10.1.1.2 record a notice of noncompliance (a "*Notice of Noncompliance*") against title to the Parcel on which the Premises of the non-compliant Project Occupant is located . The Notice of Noncompliance shall attach a copy of the Notice of Violation previously issued by the Project Operator pursuant to this <u>Section 10.1</u>, and shall include (i) a good and sufficient legal description of such Premises (or the Parcel on which such Premises is located, as applicable), (ii) the name of the record Project Occupant or reputed Project Occupant holding fee or leasehold title thereto, (iii) the Project Operator's name and address, and (iv) if applicable, a brief description of the condition of non-compliance or violation. Recordation of the Notice of Noncompliance creates a lien on the Premises as contemplated in Section 2881 and Section 2884 of the California Civil Code, which may be enforced in accordance with the procedures set forth in <u>Section 10.2.3</u> and <u>Section 10.2.5</u> below. The Notice of Noncompliance shall be signed by an authorized officer or agent of Project Operator, and shall be mailed by certified mail to the record Project Occupant of the Premises no later than ten (10) calendar days after recordation. Project Operator shall not be liable to Project

Occupant for any damages, costs, loss or injury resulting from the recording, in good faith, any Notice of Noncompliance against title to a Parcel or any portion thereof, or enforcement of the lien created thereby; or

10.1.1.3 pursue any other legal or equitable remedies for damages or to compel compliance with the Governing Documents.

10.1.2 Additional Remedies. The Project Operator may adopt a schedule of fines or fees which, in its reasonable discretion, may be assessed against a Project Occupant for the failure of such Project Occupant or any Permittee of such Project Occupant's Premises to comply with the Governing Documents. Such fines or fees may only be assessed after delivery of a Notice of Violation and expiration of any cure period specified therein, provided that in the event of recurring violations of the same type by the same Project Occupant (or Permittees thereof), no additional notice or cure period shall be required after the Project Occupant's failure to cure the initial violation (or repeated violation after the initial cure) after receipt of the initial Notice of Violation. Payment of any such fines or fees shall constitute the personal obligation of the Project Occupant holding fee or leasehold title to the Premises as of the date of the violation. All remedies set forth in this Article X shall be in addition to any rights or remedies the Declarant may have under the Conveyance Documents arising from a default hereunder, including, without limitation, the right to terminate any ground leasehold interest in a Premises upon a breach of the Project Occupant's obligations under this Declaration on the terms set forth therein

10.1.3 **Hearing**. Any Project Occupant who receives a Notice of Non-Compliance from the Project Operator or is otherwise the subject of any enforcement action by the Project Operator as a result of any alleged non-compliance with or violation of the provisions of the Governing Documents shall have the right to request a Hearing to dispute the existence of the alleged non-compliance, the occurrence of the alleged violation or responsibility for such violation or non-compliance on the part of the Project Occupant or its Permittees. The decision of the Hearing panel appointed by Declarant shall be binding on the Project Operator and all Project Occupants involved in the dispute.

10.1.4 **No Waiver**. Failure to enforce any provision hereof does not waive the right to enforce that provision, or any other provision hereof.

10.2 **REMEDIES FOR NONPAYMENT OF ASSESSMENTS**

10.2.1 **Delinquent Amounts**. In the event that any Assessments or other amounts owing to the Project Operator become delinquent, the Project Operator may (a) bring an action at law against the Project Occupant holding fee or leasehold title to such Premises at the time the delinquent Assessments were imposed (who shall be and remain personally obligated to pay the same notwithstanding any subsequent transfer of the Project Occupant's interest in such Premises), or (b) impose and enforce a lien against the Premises.

10.2.2 **Notice of Delinquent Amount**. Before the Project Operator may place a lien upon any Parcel to enforce the Project Occupant's payment of delinquent Assessments or other amounts, the Project Operator shall send a written notice (the "*Notice of Delinquent* **Amount**") to the Project Occupant by reputable overnight courier or certified mail which contains the following information: (i) an itemized statement of the charges owed by the Project Occupant, including the original amount owed, any late charges incurred and any interest amounts having accrued on unpaid amounts up to date of the notice (showing the method of calculation), (ii) the collection practices that may be used by the Project Operator pursuant to the Payment Policy, (iii) a statement that the Project Operator may recover the reasonable costs of collection, along with reasonable detail showing the costs, including attorneys' fees, accrued through the date of the notice, and (iv) a statement that the Project Operator may record a lien against the Parcel for collection of such delinquent amount.

Lien Notice. No action may be brought to enforce any lien created in 10.2.3 this Declaration unless at least thirty (30) days has expired following the date on which the Notice of Delinquent Amount is sent in accordance with Section 10.2.2. Following expiration of the 30-day period, Project Operator may record a notice of lien for nonpayment of the delinquent amounts (a "Lien Notice") against the Premises of the delinquent Project Occupant, which must attach a copy of the Notice of Delinquent Amount and must recite (a) a good and sufficient legal description of the Premises (or the Parcel on which such Premises is located, as applicable), (b) the record or reputed Project Occupant holding fee or leasehold title thereto, (c) the amount claimed by Project Operator as being due, and (d) the Project Operator's name and address. Recordation of the Lien Notice shall be deemed to create a lien on the Premises as contemplated in Section 2881 and Section 2884 of the California Civil Code, which lien shall continue until all delinquent amounts are paid in full or otherwise satisfied. The Lien Notice shall be signed by the Project Operator (in its capacity as the authorized agent of the Declarant), and shall be mailed by certified mail to the Project Occupant of the Premises shown on record title or otherwise pursuant to the Project Operator's records no later than ten (10) calendar days after recordation. The Project Operator shall not be liable to Project Occupant for any damages, costs, loss or injury resulting from the recording, in good faith, any Lien Notice against any Premises.

10.2.4 **Priority of Liens**. First Mortgages described in <u>Section 9.1</u> above that are recorded prior to recording a Lien Notice by the Project Operator shall have priority over the lien in favor of the Project Operator with respect to said Lien Notice. Sale or transfer of any Premises or interest therein shall not affect the existence or priority of the lien, except that the sale or transfer of any Premises pursuant to judicial or nonjudicial foreclosure of a First Mortgage extinguishes the Project Operator's lien to the extent said lien secures payments that became due prior to such sale or transfer. No sale or transfer shall be deemed to relieve the transferred Premises from lien rights for any installments of Assessments (or other costs) thereafter becoming due. No Project Occupant who obtains an interest in any Premises pursuant to a judicial or nonjudicial foreclosure of a First Mortgage shall be personally liable for payment of any Assessments relating to the period prior to the acquisition of an interest in the Premises by such Project Occupant.

10.2.5 **Enforcement of Lien**. The Project Operator may enforce the lien arising hereunder in any manner permitted by law.

10.2.6 **Curing of Default**. The Project Operator shall record an appropriate Release of Lien upon payment by the defaulting Project Occupant of all delinquent amounts plus a reasonable fee to cover the cost of preparing and recording such release.

10.2.7 **Cumulative Remedies**. The foregoing lien rights shall be in addition to and not in substitution for all other rights and remedies which the Project Operator may have hereunder and by law, including a suit to recover a money judgment against the Project Occupant for unpaid Assessments or other delinquent amounts.

10.3 **DISPUTE RESOLUTION.** Any disputes which may arise under this Declaration or which otherwise relate to use or maintenance of the Project Common Area between (i) Declarant or the Project Operator and any director, officer, employee, representative or agent of either of them, on the one hand, and (ii) any Project Occupant or Permittee thereof, or any director, manager, partner, officer, employee, representative or agent of either of them, on the other hand, (Declarant, Project Operator, any Project Occupant or Permittee thereof and any of the foregoing which may be a party to any dispute subject to resolution pursuant to this Section 10.3 shall be referred to herein individually as a "Party" and collectively as the "Parties") including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law, shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The judicial reference proceeding shall be conducted in the following manner:

10.3.1 Authority of Referee. The referee in such judicial reference proceeding (each, a "*Reference Proceeding*") shall award all costs of the reference, including but not limited to the referee's fees, reasonable attorney's fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other court, arbitrator or other trier of fact unless all Parties to the judicial reference proceeding consent, or the referee to act as the trier of fact or law concerning an issue or matter.

10.3.2 **Place**. The proceedings shall be heard in Orange County, California.

10.3.3 **Selection of Referee**. The referee shall be a retired judge who served on the Superior Court of the State of California for the County of Orange with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The Parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.

10.3.4 **Commencement and Timing of Proceeding**. The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

10.3.5 **Pre-hearing Conferences**. The referee may require pre-hearing conferences.

10.3.6 **Discovery**. The Parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.

10.3.7 **Motions**. The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to summarily adjudicate issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

10.3.8 **Record**. A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

10.3.9 **Statement of Decision**. The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.

10.3.10 **Remedies**. The referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

10.3.11 **Post-hearing Motions**. The referee may rule on all post-hearing motions in the same manner as a trial judge.

10.3.12 **Appeals**. The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

ARTICLE XI ANNEXATIONS AND AMENDMENTS

11.1 **AMENDMENTS TO DECLARATION.** This Declaration may be amended by recordation of a Supplemental Declaration or other written instrument executed and acknowledged by Declarant. If there is any conflict between any Supplemental Declaration and this Declaration, the provisions of the Supplemental Declaration shall control with respect to the real property described in such Supplemental Declaration. Declarant may execute and record Supplemental Declarations against all or any portion of the Covered Property (including real property being annexed into the Covered Property pursuant to <u>Section 11.3</u> below) to modify certain provisions of this Declaration as applied to the real property described in such Supplemental Declaration recorded against only a portion of the Covered Property shall only apply to and be enforceable against those portions thereof

specifically described therein and expressly made subject to the provisions of such Supplemental Declaration. Without limiting the foregoing, any Supplemental Declaration recorded against the entire Project which contains amendments or supplemental terms that materially adversely impact the rights or increase the obligations of the Project Occupants shall further require Majority Approval of all Project Occupants within the Project. Any Supplemental Declaration recorded after conveyance of fee or leasehold interest in that portion of the Covered Property described therein to one or more Project Occupants shall require the Majority Approval of such Project Occupants shall require the Majority Approval of such Project Occupant(s) unless otherwise provided in the Conveyance Documents applicable thereto. Notwithstanding the foregoing, Majority Approval shall not be required for the Supplemental Declarations described in Section 11.2, Section 11.3 and Section 11.4 below.

11.2 **FUNCTIONS OF SUPPLEMENTAL DECLARATIONS.** Without limiting the generality of <u>Section 11.1</u> above, Declarant shall have the right (but not the obligation) to record Supplemental Declarations against all or any portion of the Covered Property without the consent of the Project Occupants for any of the following purposes:

11.2.1 to annex additional real property to, or deannex any portion of the Covered Property from, the encumbrance of this Declaration pursuant to <u>Section 11.3</u> below;

11.2.2 to confirm the Allocable Shares assigned to each of the Premises within the Project at any time (provided that any Supplemental Declaration purporting to change the methodology for determining Allocable Shares as set forth in Section 5.3.2 shall require Majority Approval);

11.2.3 To designate Special Benefit Areas pursuant to <u>Section 5.3.4</u> above;

11.2.4 To modify existing easements or to establish additional easements not otherwise reserved or established in this Declaration;

11.2.5 To delegate to the Project Operator any rights or obligations reserved or assigned to Declarant in the applicable Conveyance Documents; or

11.2.6 To supplement or amend the description of the Project Common Area set forth in <u>Exhibit C</u> hereto or to otherwise establish additional Project Common Area (provided that establishment of additional Project Common Area on any Premises as to which a fee or leasehold interest has been transferred to a Project Occupant shall require the consent of the applicable Project Occupant).

11.3 **ANNEXATION.** Declarant shall have the right to add any portion of the Land (including any Project Common Area designated by Declarant therein) to the Covered Property (*"Annexed Territory"*) from time to time without the approval of the Project Occupants (or, following the Transfer Date, the Association) by recording a Supplemental Declaration against such Annexed Territory (an *"Annexation Declaration"*). Upon recordation of an Annexation Declaration, all provisions contained in this Declaration will apply to the Annexed Territory described therein in the same manner as if it were originally covered by this Declaration, subject only to such modifications or additions as may be expressly provided for in such Annexation Declaration. Thereafter, the rights, powers and responsibilities of the Project Occupants and Permittees of any Premises within the Annexed Territory will be the same as if the Annexed

Territory were originally included in the Covered Property subject to this Declaration, with only such modifications or additions as may be expressly provided for in such Annexation Declaration or in any other Supplemental Declaration recorded pursuant to <u>Section 11.2</u> above in connection therewith.

11.3.1 **Content**. Each Annexation Declaration may contain such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Territory, or as Declarant deems appropriate in the development of the Annexed Territory, and as are consistent with the general plan of this Declaration. Each Annexation Declaration shall contain at least the following provisions:

(a) *Extension of Comprehensive Plan.* A statement that the provisions of this Declaration shall apply to the Annexed Territory described therein, subject to any addition, modification or deletions set forth therein; and

(b) *Designation of Project Common Area*. A description of the Project Common Area, if any, within the Annexed Territory; and

(c) *Allocation of Maintenance Obligations*. An allocation of maintenance obligations of the Project Operator and the Project Occupant(s) for improvements located within the Annexed Territory.

11.3.2 **Deannexation**. Declarant may unilaterally amend a Supplemental Declaration or delete all or a portion of the Project from the Covered Property subject to this Declaration provided that any such deannexation shall require a Declaration of Deannexation to be recorded describing the portion of the Project to be deannexed.

11.4 **ESTABLISHMENT OF ASSOCIATION.**

11.4.1 Transfer of Project Operator Obligations to Association. Declarant shall have the right at any time to transfer all or any portion of the Project Operator's authority and obligations hereunder to an "Association" formed pursuant to Section 11.4.2 below without the consent of the Project Operator or the Project Occupants (including fee owners or ground lessees of any portion of the Covered Property). Such transfer of authority and obligations to an Association shall be made on terms, and subject to any reservations, to be set forth in a Supplemental Declaration recorded by Declarant against the Covered Property as contemplated in Section 11.4.3 below (the "Association Supplemental Declaration"). Unless otherwise expressly set forth in such Association Supplemental Declaration, such transfer shall be limited to authority or obligations delegated to the Project Operator by this Declaration and the Asset Management Agreement and shall not include any authority, powers or rights (including approval or consent rights) which are retained or otherwise held by Declarant under this Declaration or the Conveyance Documents. The Association Supplemental Declaration shall specify the date (the "Transfer Date") on which the transfer of the Project Operator's authority and responsibilities to the Association shall become effective. From and after the Transfer Date, the Association shall be solely responsible for performing the Project Operator's responsibilities, including operation and maintenance of the Project Common Area and Project Facilities, and

Declarant and the Project Operator shall be relieved of all further liability for the performance or non-performance of any such responsibilities arising after the Transfer Date and all references in this Declaration to "Project Operator" shall thereafter be deemed to refer to the Association.

11.4.2 **Association Incorporation**. Prior to the Transfer Date, Declarant shall incorporate or organize the Association as a California nonprofit mutual benefit corporation, a California nonprofit public benefit corporation, or an unincorporated association that satisfies the requirements of an "Association" under California Civil Code Section 6528.

11.4.3 Association Supplemental Declaration. On or before the intended Transfer Date, Declarant shall record the Association Supplemental Declaration setting forth the manner in which the Project will be governed by the Association. Among other things, the Association Supplemental Declaration may include (a) the Association's Bylaws; (b) Association assessment and payment procedures (including assessment lien rights), (c) procedures for member meetings and member voting rights and (d) such other matters as are reasonably necessary and appropriate for the Association's operation of the Project Common Area, governance of the Project and discharge of the Project Operator's obligations hereunder. Subject to any limitations set forth in the Association Supplemental Declaration, each Project Occupant shall automatically become a member of the Association as of the Transfer Date. From and after the Transfer Date, operation of the Project and the rights and obligations of the Project Occupants hereunder shall be deemed modified by the terms of the Association Supplemental Declaration. Such Association Supplemental Declaration shall further confirm Declarant's intent that, effective from and after such Transfer Date, the Project shall be governed by CID Act.

11.4.4 **Notice of Transfer**. Declarant shall deliver written notice to each of the Project Occupants of transfer of the Project Operator's authority and responsibilities to the Association and the Transfer Date thereof, along with a copy of the Association Supplemental Declaration.

ARTICLE XII MISCELLANEOUS

EFFECT OF DECLARATION; BINDING COVENANTS RUNNING WITH 12.1 THE LAND; EQUITABLE SERVITUDES. Every Person who holds, owns, occupies or acquires any right, title, estate or interest in or to any real property within the Covered Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limit, restriction, easement, reservation, condition and covenant contained in this Declaration, whether or not any reference to the Governing Documents is contained in the instrument by which such Person acquired an interest in the Covered Property or any portion thereof. Each and all of the restrictions, covenants, easements and other terms of this Declaration are imposed pursuant to a general plan for the improvement and use of the Covered Property designed for the mutual benefit of the Project Occupants. The covenants contained in this Declaration shall further constitute covenants running with the land for the mutual burden and benefit of all real property within the Covered Property; and shall be binding upon, and shall inure to the benefit of, the Project and any portion thereof or interest therein. The restrictions, covenants, easements and other terms set forth herein shall further constitute equitable servitudes binding on and inuring to the benefit of Declarant, the Project Occupants and all Persons having

or hereafter acquiring any interest in any portion of the Covered Property and each and all of their respective successors, assigns, mortgagees, and Permittees. Notwithstanding the foregoing, except as otherwise expressly provided herein, the rights or privileges conferred upon the Project Occupants by this Declaration shall not inure to the benefit of any Permittee or other Person who is not a Project Occupant, nor shall any Persons other than Declarant, the Project Operator or the Project Occupants be deemed to be a third party beneficiary of any of the provisions contained herein.

12.2 **DURATION; TERMINATION.** This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of sixty (60) years from the Recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter, unless Declarant and, from and after the Transfer Date, Project Occupants representing at least sixty percent (60%) of the voting power of the Association elect not to automatically renew the term of this Declaration prior to expiration thereof.

12.3 **NO PUBLIC RIGHT OR DEDICATION.** Nothing contained in this Declaration constitutes a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

12.4 **ATTORNEYS' FEES; COURT COSTS.** If any action or proceeding is instituted to enforce or interpret this Declaration or for damages on account of the breach of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation incurred in such action or proceeding (including any judicial reference proceeding conducted pursuant to <u>Section 10.3</u> above).

12.5 **FORCE MAJEURE.** If the Project Operator, any Project Occupant or any Permittee thereof shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Person under this Declaration by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, acts of any governmental agency, governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work (as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work), war or other reason beyond such Person's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Person.

12.6 **ESTOPPEL CERTIFICATE.** The Project Operator shall, upon the written request of a Project Occupant, issue to the requesting party, or to any prospective mortgagee, purchaser or tenant of such requesting party's Premises, an estoppel certificate (i) stating whether the Project Operator knows of any default under this Declaration relating to or materially affecting the requesting party's Premises and, if there are known defaults, specifying the nature thereof, and (ii) confirming that (A) this Declaration is, at that time, in full force and effect, and (B) the Declaration has not been modified or amended (or, if applicable, specifying any Supplemental Declarations or amendments applicable to such Premises).

12.7 NOTICES. Except as otherwise provided in this Declaration, notice to be given to a Project Occupant must be in writing and may be delivered to the Project Occupant or designated representative thereof, personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, at the address provided to the Project Operator by such Project Occupant. If a Project Occupant does not furnish an address, notice may be sent to the street address of the Project Occupant's Premises. Each Project Occupant may change its address by written notice to the Project Operator given in the manner provided in this Section. Any notice to be given to the Project Operator may be sent by United States mail, postage prepaid, addressed to the Project Operator at such address as may be designated from time to time and circulated to all Project Occupants or sent by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means to such address or telephone number as the Project Operator may designate by written notice to the Project Occupants. Delivery of such notice to one (1) or more co-Project Occupants of a Premises, to any general partner of a partnership constituting the Project Occupant, or to a manager or managing member of a limited liability company constituting the Project Occupant, constitutes delivery to the Project Occupant. Delivery of such notice to any officer or agent for the service of process on a corporation constitutes delivery to the corporation. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Project Occupant at the most recent address furnished by such Project Occupant to the Project Operator. Any notice delivered by regular U.S. Mail shall be deemed delivered three (3) business days after the time of such mailing.

12.8 DISCLAIMERS AND DISCLOSURES.

12.8.1 **No Representations or Warranties**. No representations or warranties of any kind, express or implied, have been given or made by Declarant, the Project Operator or their agents or employees in connection with the Project, or any portion thereof, its physical condition, zoning, compliance with Applicable Laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof except as specifically and expressly set forth in this Declaration.

12.8.2 Hazardous Substance Notification. As noted in the deed executed by the City conveying title to the Land to Declarant (as amended or restated from time to time, the "*City Deed*"), the deed executed by the U.S. Government to convey the real property within which the Land is located to the City (as amended or restated from time to time, the "*Navy Deed*") contained the following express notice:

"Pursuant to 42 U.S.C. §9620(h)(3)(A) and the provision of 40 C.F.R. part 373, the [U.S. Government] hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property."

The Navy Deed further included additional information regarding the type and quantity of hazardous substances, the time at which such storage, release or disposal took place and a description of the remedial action taken, if any. Neither Declarant nor Project Operator shall be deemed to have made any representations or warranties regarding the accuracy of the information disclosed in the Navy Deed. Each Project Occupant shall be solely responsible for reviewing the disclosures in the Navy Deed and otherwise performing its own evaluation of the

environmental condition of their respective Premises prior to commencing development, use or occupancy thereof.

12.8.3 **Disclaimer of Common Interest Development**. Prior to the Transfer Date, the Project shall not constitute a "common interest development" within the meaning of, or otherwise be subject to, the CID Act; and Declarant expressly disclaims any intent to operate the Project as common interest development subject thereto. The rights of the Project Occupants to use of the Project Common Area established under this Declaration or any Conveyance Documents shall not constitute an "interest in common area" within the meaning of the CID Act.

12.8.4 Additional Provisions. Declarant makes no representations or warranties regarding the future enforceability of any provision in the Governing Documents. The Project Occupants should be aware that there may be applicable Legal Requirements, including from and after the Transfer Date, the CID Act, which may supplement or override the Governing Documents.

12.8.5 **Security Disclaimer**. Services provided by the Project Operator and Project Facilities constructed or maintained by the Project Operator may provide access control or other security benefits to the Project and its occupants and users; however, these services and Project Facilities do not provide security for Persons, personal property or Premises within the Project. Declarant and the Project Operator do not undertake to provide security for Project nor do they make any representations or warranties whatsoever concerning the security or safety of the Project Common Area or Project Facilities or any other portion of the Project. Neither Declarant nor the Project Operator shall be liable to any person, and each Project Occupant on behalf of itself and its Permittees waives any claim against Declarant and the Project Operator, for (i) any unauthorized or criminal entry of third parties into the Project or any portion thereof, or (ii) any damage, injury or death of any person, or any loss of property in and about the Project or any portion thereof, to the extent caused by any unauthorized or criminal acts of third parties, regardless of any action, inaction, failure, breakdown, malfunction or insufficiency of any security services provided by Declarant or the Project Operator from time to time.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK

This Declaration is dated for identification purposes ______, 201____.

DECLARANT:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By:	
Name:	
Title:	

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ___, before me, ______(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, ___, before me, ______(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

EXHIBIT B

LEGAL DESCRIPTION OF THE COVERED PROPERTY

EXHIBIT C

PROJECT COMMON AREA

MEMORANDUM

Direct Dial:	(949) 951-7418
Email:	rdefelice@jacksontidus.law
Reply To:	Irvine Office
File No:	5764-44062

ТО	Ann-Marie Gabel
FROM	Ronald J. DeFelice
CC	Andrew Bernstein; Sally Enriquez
DATE	May 8, 2018
RE	Summary of Proposed ATEP Legal Structure

Summarized below are the basic features of the proposed Legal Structure for ATEP. This Summary is intended for presentation to the Board of Trustees.

1. BACKGROUND.

- a. ATEP. ATEP is a project of the District to be developed on a 61.4 acre parcel of land in a portion of the area formerly occupied by the Marine Corps Air Station, Tustin. The District has received title to 30.1 acres. The remaining 31.3 acres are subject to remediation of groundwater contamination by the Navy. When the Navy certifies that the remediation activities on the remaining land are sufficient to make the land suitable for transfer, the District will receive it from the federal government indirectly through the City of Tustin ("City") pursuant to an agreement with the City. Under the terms of that agreement, the City of Tustin retains some rights over the ATEP site with respect to land use planning. The agreement provides that the District is permitted to develop ATEP with up to 49% of commercial space and 51% or more of educational space. Also under that agreement, the District cannot convey fee title to any of the land until 2034.
- **b. Development Plan.** The District's plan for ATEP is to develop it with both commercial and educational buildings. The District plans to build two approximately 30,000 square foot educational buildings, one for each of Irvine Valley College (IVC) and Saddleback College (SC). The IVC (IDEA) Building is completed and is now occupied. Other parcels will be ground leased to other educational institutions or commercial enterprises that can offer educational opportunities to the District's students.

Irvine Office 2030 Main Street, 12th Floor Irvine, California 92614 t 949.752.8585 f 949.752.0597 Westlake Village Office 2815 Townsgate Road, Suite 200 Westlake Village, California 91361 t 805.230.0023 f 805.230.0087

www.jacksontidus.law

MEMORANDUM TO: Ann-Marie Gabel May 8, 2018 Page 2

- c. Parcels; Subdivision. Under state law, public agencies like the District are not required to apply to the applicable local agency, in this case the City, under the Subdivision Map Act to subdivide its real property. The District intends to obtain Certificates of Compliance from the City for the parcels that it creates when requested by a ground lessee. The City has agreed that this procedure is appropriate. Some of the ATEP land will be designated for the use of all of the occupants at ATEP in common. These "Common Areas" will consist of streets, sidewalks, paths, view corridors, open areas and possibly an amphitheater.
- d. ATEP CC&Rs. A Declaration of Covenants, Conditions & Restrictions ("ATEP CC&Rs") will be imposed on the ATEP site. (A separate Summary dealing with only the ATEP CC&Rs will be submitted separately.) The ATEP CC&Rs will serve as a general "constitution" for the governance of ATEP, establishing, at a project-wide level, a regime for the management of the Common Areas and certain controls on the use of real property in ATEP. The ATEP CC&Rs will be recorded against all of ATEP and, accordingly, will be binding not only on the initial ground lessees but also on all future owners or occupants of ATEP. The ATEP CC&Rs deal with such topics as:
 - **i.** The appointment of a Project Operator to manage the affairs arising out of the ATEP CC&Rs;
 - **ii.** Maintenance and operation of ATEP;
 - **iii.** Use restrictions;
 - iv. Control of design and construction activity; and
 - v. Financial management, including the imposition of assessments on all parcels to pay the expenses of maintaining the Common Areas.
- **2. STRUCTURE.** The following legal structure is proposed:
 - a. **ATEP Facilities Corporation.** A California nonprofit corporation to be known as **"ATEP Facilities Corporation**" will be formed by the District. This organization is hereinafter called the **"Auxiliary."** The Auxiliary will meet the definition of an "auxiliary organization" under the Education Code.
 - i. **Purpose.** The purpose of the Auxiliary will be to manage the District's assets at ATEP, on behalf of, and for the benefit of, the District, and to serve as the Project Operator under the ATEP CC&Rs.

- **ii. Auxiliary Documents.** The documents necessary to form an auxiliary corporation under the Education Code consist of Articles, Bylaws and a Master Agreement.
- iii. Board of Directors. The Board of Directors of the Auxiliary will consist of five members. The first four will be the District's Executive Director Fiscal Services/Comptroller, the District's Vice Chancellor for Business Services, the President of Saddleback College and the President of Irvine Valley College. As *ex officio* members of the Board, their terms of office will be coterminous with their holding of the positions described above. The fifth member of the Board of Directors, hereinafter referred to as the "outside director," will be an individual selected for a two-year term by the other four directors.
- **iv. Section 501(c)(3).** The Auxiliary will not seek tax-exempt status under the Internal Revenue Code Section 501(c)(3) inasmuch as it will have no net income.
- **b. Title to Real Property.** Under the agreement with the City, the District is prohibited from conveying fee title to any of the ATEP site until 2034. Until then, it is contemplated that the District will enter into ground leases of most of the parcels at ATEP with both educational and non-educational ground tenants. The District will retain ownership of the Common Areas. Both Saddleback College and Irvine Valley College will have a parcel on which an education building has been or will be constructed for its use.
- **c. Project Operator.** The Auxiliary will be the Project Operator responsible, among other things, for management of the Common Areas, collection of assessments and enforcement of the ATEP CC&Rs.
- d. Asset Management Agreement.
 - i. **Designated Responsibilities.** The District and the Auxiliary will enter into an "Asset Management Agreement" whereby the Auxiliary will have management responsibility for certain aspects of ATEP, including the following:
 - A. **Project Operator.** Undertake all of the responsibilities of the Project Operator under the ATEP CC&Rs on behalf of the District, including management of the Common Areas, collection of assessments, enforcement of rules and regulations and architectural review.

- B. **Ground Tenants.** Manage the ground leases and the relationships with the ground tenants, including collecting rents and enforcement of obligations of the ground tenants on behalf of the District.
- C. **Undeveloped Parcels.** Maintain the undeveloped parcels within ATEP (weed control, security, *etc.*).
- **ii. Retained Authority.** The District, acting through the Board of Trustees, will retain authority over all matters of material economic significance, including the following:
 - A. Negotiation of, agreement to, termination of, and amendment of, ground leases and the entering into of any options or agreements to sell parcels.
 - B. Entering into any agreement with a third party providing for compensation in excess of \$50,000.
 - C. Amendment of the ATEP CC&Rs.
 - D. Amendment or termination of the Asset Management Agreement.
- iii. Saddleback College and Irvine Valley College Parcels. The parcels on which the IVC and Saddleback buildings are located will not be managed and operated by the Auxiliary pursuant to the Asset Management Agreement. It is assumed that the maintenance of these parcels would be the responsibility of each College, although they may choose to jointly maintain their common lot and other facilities.
- e. Outside Management. The Asset Management Agreement contemplates that the Auxiliary will enter into one or more property management agreements with outside commercial entities (each, a "**Property Manager**") to perform responsibilities of the Auxiliary under the Asset Management Agreement. Any agreement with a Property Manager providing for compensation in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) will require the prior written consent of the District.
 - i. **Project Operator.** The Auxiliary will engage a Property Manager to act as its agent in the performance of the Auxiliary's functions as Project Operator, including (A) common area maintenance, (B) management of project-wide activities and operations and (C) implementation and enforcement of rules and regulations under the ATEP CC&Rs.

- **ii. Ground Tenants.** The Auxiliary will engage a Property Manager to act as its agent in the management of the relationships with ground tenants, including the collection of rents payable to the District under the ground leases and the enforcement of the ground leases. The rents will be the property of the District and rent checks will be made out to the District. The Property Manager will deposit the funds in a segregated account and maintain financial records, all under the oversight of the Auxiliary.
- **iii.** Undeveloped Parcels. The Auxiliary will engage a Property Manager to act as its agent in the performance of the Auxiliary's responsibility under the Asset Management Agreement to maintain the undeveloped parcels in ATEP.
- **3. FUNCTIONS.** In all cases, the outside Property Manager or Managers would assume the day-to-day functions involved in managing all aspects of ATEP, subject to oversight by the Auxiliary. The outside Property Managers will report to the Auxiliary. The second level functions of managing ATEP would be distributed as follows:
 - a. **Rents.** It would be the responsibility of the Auxiliary to assure that the rents are collected by the outside Property Manager and in turn deposited in the appropriate account. The rents will belong to the District, not the Auxiliary.
 - **b. Ground Tenants.** The Auxiliary will appoint the Property Manager to act as its agent in performing the Auxiliary's responsibilities under the Asset Management Agreement to deal with the ground tenants in all matters other than those of material economic significance described above.
 - c. Project Operator.
 - i. **General.** The Auxiliary will be the Project Operator and will engage a Property Manager to act as its agent in performing the Project Operator's responsibilities under the ATEP CC&Rs.
 - **ii. Assessments.** The Auxiliary as the Project Operator will be responsible for seeing to the determination and the collection of assessments and will engage a Property Manager to act as its agent in performing these responsibilities.
 - **iii. Enforcement of ATEP CC&Rs.** The Auxiliary as the Project Operator will be responsible for the enforcement of the ATEP CC&Rs and the Rules and Regulations thereunder. The Property Manager will identify any violations and act as the Project Operator's agent in the enforcement of the ATEP CC&Rs and the Rules and Regulations.

- **d. Enforcement of Leases.** The Auxiliary will have responsibility for enforcing the terms of the ground leases and will engage the Property Manager to act as its agent in performing that responsibility.
- e. Undeveloped Land. The Auxiliary will be responsible for maintenance and security of the undeveloped parcels and will engage a Property Manager to act as its agent in performing that responsibility.
- f. Approval of Contracts. The Property Manager will have to engage subcontractors to perform various functions with respect to the Common Areas and the undeveloped areas at ATEP, such as street sweeping, trash collection, landscaping, grounds maintenance and the like. The District will be ultimately responsible for payment for these services, the funds for which will come out of assessments. The agreement with the Property Manager will set forth to what extent the Property Manager can enter into such contracts and to what extent they will require action by the District or the Auxiliary. Often, a Property Manager is given authority to bind the owner for which it is providing management services, but an owner may wish to limit a Property Manager's authority in this regard. No agreements with a Property Manager have yet been negotiated.

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ARTICLES OF INCORPORATION

OF ATEP FACILITIES CORPORATION

ARTICLE I

NAME

The name of this corporation is: ATEP Facilities Corporation.

ARTICLE II

CORPORATE PURPOSE

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

The specific purpose of this corporation is to promote public purposes of the South Orange County Community College District (the "District") and to lessen the burdens of government by operating, maintaining, and managing the Advanced Technology and Education Park project located in Tustin, California for the benefit of the District.

ARTICLE III

INITIAL AGENT FOR SERVICE OF PROCESS

The name and address of the initial agent of this corporation for service of process is:

Ann-Marie Gabel 28000 Marguerite Parkway Mission Viejo, CA 92692

ARTICLE IV

CORPORATE ADDRESS

The initial mailing and street address of the corporation is:

28000 Marguerite Parkway Mission Viejo, CA 92692

ARTICLE V

IRREVOCABLE DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to the District or as otherwise directed by the District.

Sharon Woodard, Incorporator

BYLAWS OF ATEP FACILITIES CORPORATION a California Nonprofit Public Benefit Corporation

ARTICLE I NAME AND OFFICES

1.1 <u>Name.</u>

The name of this corporation is ATEP Facilities Corporation.

1.2 Principal Office.

The principal office for the transaction of the activities and affairs of the corporation is located at 28000 Marguerite Parkway, Mission Viejo, California. The board of directors may change the location of the principal office of the corporation to any place within the State of California.

1.3 <u>Other Offices.</u>

The board of directors may at any time establish branch or subordinate offices at any place the corporation is qualified to conduct its activities.

ARTICLE II PURPOSES AND LIMITATIONS

2.1 <u>General Purposes.</u>

This corporation is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law for public purposes. This corporation is not organized for the private gain of any person.

2.2 Specific Purposes.

Within the context of the general purposes stated above, this corporation is organized and at all times hereafter shall be operated exclusively to provide assistance to the South Orange County Community College District (the "District") by operating, maintaining, and managing the Advanced Technology and Education Park project located in Tustin, California for the benefit of the District.

2.3 <u>Dissolution.</u>

Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the District or as otherwise directed by the District.

ARTICLE III MEMBERSHIP

3.1 <u>Corporation Without Members.</u>

This corporation shall have no members within the meaning of the Nonprofit Corporation Law and shall be governed solely by its board of directors. Pursuant to Section 5310(b) of the California Corporations Code (the "Code"), an action which would otherwise require approval by a majority of all members shall only require the approval of the board of directors.

ARTICLE IV BOARD OF DIRECTORS

4.1 <u>Number of Directors.</u>

The authorized number of Directors shall be five (5) until changed by an amendment of these bylaws. The authorized board members shall include: (a) four (4) ex-officio directors (collectively, the "Category A Directors") who shall be (i) the Executive Director Fiscal Services/Comptroller, (ii) the District Vice Chancellor for Business Services, (iii) the president of Saddleback College, and (iv) the president of Irvine Valley College; and (b) one (1) director (the "Category B Director") selected by majority vote of the other four (4) directors. Notwithstanding the foregoing, should there be a vacancy in the remaining Category A Directors because of removal, death, resignation or otherwise, the Category A Directors may elect to fill said vacancy by appointing an additional Category B Director (the "Interim Category B Director") and the number of Category B Directors shall automatically be increased accordingly. If and when the corresponding office is filled at the District by a new officer, the new officer shall automatically be appointed to the board of directors as a Category A Director thereby replacing the Interim Category B Director. Collectively, the Category A Directors and the Category B Director(s) are herein referred to as the "board of directors".

4.2 <u>General Powers</u>.

(a) <u>General Powers.</u>

Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and subject to any limitations in the articles of incorporation and these bylaws, the corporation's activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. The board may delegate the management of the activities of the corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board.

(b) <u>Specified Powers.</u>

Without prejudice to such general powers, but subject to the same limitations, the board of directors shall have the power and authority to:

(1) Except as otherwise provided in these bylaws, approve any action which would otherwise be required to be approved by members if this corporation had members.

(2) Appoint and remove all officers, agents, and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or with these bylaws; fix their compensation; and require from them security for faithful service.

(3) Change the principal executive office or the principal business office in California from one location to another.

(4) Adopt, make and use a corporate seal and alter the form of such seal.

4.3 Appointment; Election; Term.

(a) <u>Category A Directors.</u> Successors to the Category A Directors shall assume the duties of a director effective immediately upon appointment to the respective District office identified in Section 4.1 of these bylaws and shall serve as a director during the full term of his or her employment unless he or she has resigned or been removed or his or her office has been declared vacant in the manner provided in these bylaws.

(b) <u>Category B Director.</u> The initial Category B Director shall be nominated and elected by a majority vote of the Category A Directors at the first meeting of the board of directors upon adoption of these bylaws. A Category B Director shall serve a two (2) year term, and may, if reappointed, serve consecutive terms. Any successor to a Category B Director shall be elected by a majority vote of the Category A Directors then in office at the annual meeting of the board of directors.

4.4 <u>Voting.</u>

Each member of the board of directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

4.5 <u>Resignation of Directors.</u>

Except as provided below, any director may resign from the board at any time by giving written notice to the president, secretary or chief financial officer of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the above, except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

4.6 <u>Removal of Directors.</u>

Category A Directors may only be removed if terminated for any reason from his or her office identified in Section 4.1 of these bylaws. Category B Directors may be removed without cause by a majority vote of the Category A Directors then in office.

4.7 <u>Restrictions on Interested Persons as Directors.</u>

Notwithstanding any other provision of this Article IV, no more than forty-nine percent (49%) of the persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.

4.8 <u>Compensation of Directors.</u>

Directors may not receive compensation for their services as directors, but may receive such reimbursement of expenses as may be fixed or determined by resolution of the board of directors.

4.9 <u>Inspection by Directors.</u>

Each director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation for a purpose reasonably related to such person's interest as a director. The right of inspection includes the right to copy and make extracts of documents.

4.10 <u>Vacancies.</u>

A vacancy in a director position because of removal, death, resignation, or otherwise shall be filled in the same manner as the former occupant of the position was selected.

If a Category B Director was elected by approval of the board of directors and the number of directors then in office is less than a quorum, the vacancy may be filled by (a) the affirmative vote of a majority of Category A Directors then in office or (b) a sole remaining director.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.1 <u>General.</u>

Notwithstanding any other provision in these bylaws to the contrary, all meetings of the board of directors shall be held in compliance with the requirements of the Ralph M. Brown Act (Gov. Code, §§ 54950, *et seq.*) (the "Government Code").

5.2 <u>Place of Meetings.</u>

Meetings of the board of directors shall be held at the principal office of this corporation unless another place is stated in the notice of the meeting, so long as the alternate location is within the boundaries of the District or otherwise in compliance with the Brown Act.

5.3 <u>Annual Meeting.</u>

The board of directors shall hold an annual meeting at such time as shall be fixed by the board of directors. At the annual meeting, Category B Directors shall be elected and any other proper business may be transacted.

5.4 <u>Regular Meetings.</u>

Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors; provided, however, that regular meetings shall be held at least once each calendar quarter.

5.5 <u>Special Meetings.</u>

Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairperson of the board, if any, the president, any vice president, the secretary, or a majority of directors in accordance with Section 54956 of the Government Code.

5.6 <u>Notice of Meeting.</u>

(a) <u>Regular Meetings.</u> Notice of all regular meetings of the board of directors shall be given at least seventy-two (72) hours before the regular meeting, and the board of directors shall post an agenda which contains a brief description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and place of the regular meeting, and shall be posted in a location that is freely accessible to the public. The agenda shall provide an opportunity for members of the public to directly address the board of directors on any item of interest to the public, before or during the board of directors' consideration of the item, that is within the subject matter jurisdiction of the board of directors.

(b) <u>Special Meetings.</u> Notice of all special meetings of the board of directors shall be given at least twenty-four (24) hours before the special meeting, and shall require delivery of written notice of the special meeting to each Director, and, to members of the media requesting notice in writing, at least twenty-four (24) hours before the time of the meeting. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed, and shall be posted at least twenty-four (24) hours prior to the meeting in a location that is freely accessible to the public. The written notice may be dispensed with as to any director who, at or prior to the time the meeting convenes, files with the secretary a written waiver of notice or who is actually present at the meeting when it convenes. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

5.7 Quorum and Manner of Acting.

A majority of the total number of directors in office shall constitute a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest,

(b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board of directors, and (d) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director or directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

5.8 Adjournment and Notice of Adjourned Meeting.

Notwithstanding Section 5.7 of these bylaws, a majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty-four (24) hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

5.9 <u>Telephonic Communication.</u>

Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as (i) all such members participating in such meeting can hear one another, and (ii) the meeting otherwise is in compliance with the Brown Act, including but not limited to the requirements contained in Section 54953 of the Government Code. Participation in a meeting by this means constitutes presence in person at such meeting.

5.10 Minutes of Meetings and Conduct.

Regular minutes of the proceedings of the board of directors shall be kept in a book provided for that purpose. The board of directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these bylaws, the articles of incorporation of the corporation or with the law.

ARTICLE VI OFFICERS

6.1 <u>Officers.</u>

The officers of the corporation shall be a president, a secretary, and a chief financial officer. The District Vice Chancellor for Business Services shall serve as the president of the corporation and the Executive Director Fiscal Services/Comptroller shall serve as the secretary and chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairperson of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of Section 6.3 of these bylaws. Any two or more offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairperson of the board.

6.2 <u>Election.</u>

The officers of the corporation, except such officers as may be automatically appointed in accordance with Section 6.1 of these bylaws or as otherwise appointed in accordance with the provisions of Section 6.3 of these bylaws, shall be elected by the board of directors and may be selected from the board of directors, and each shall serve for a one (1) year term at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

6.3 <u>Other Officers.</u>

The board of directors may appoint and may authorize the president or other officers to appoint such other officers as the business of the corporation may require, including an executive director to manage the day-to-day actions of the corporation. Each officer so appointed shall hold office for such period and have such authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

6.4 <u>Removal of Officers.</u>

Any officer appointed by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the board of directors under Section 6.3 of these bylaws may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section and shall have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

6.5 <u>Resignation of Officers.</u>

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

6.6 <u>Vacancies in Office.</u>

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

6.7 <u>Responsibilities of Officers</u>.

(a) <u>Chairperson of the Board.</u>

The chairperson of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may

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be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairperson of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties of the president as prescribed in these bylaws.

(b) <u>President/Chief Executive Officer.</u>

Subject to such supervisory powers, if any, as may be given by the board of directors to the chairperson of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairperson of the board or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

(c) <u>Vice President.</u>

In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president. When so acting, a vice president shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairperson of the board.

(d) <u>Secretary.</u>

(1) <u>Minutes</u>.

The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings, proceedings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place the meeting was held; whether it was annual, regular or special; if special, how it was called or authorized; the names of those present at board and committee meetings; and an accurate account of the proceedings. If the secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. The secretary shall keep or cause to be kept, at the principal office in California, a copy of the articles of incorporation and bylaws, as amended to date.

(2) <u>Notices, Seal, and Other Duties</u>.

The secretary shall give, or cause to be given, notice of all meetings of the members, the board of directors and committees of the board of directors required by these bylaws to be given. In case of the absence or disability of the secretary, or his or her refusal or neglect to act, such notices may be provided by the president, or by the vice president, if any, or by any person authorized by the president or by any vice president, or by the board of directors. The secretary shall keep the

corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or the bylaws may prescribe.

- (e) <u>Chief Financial Officer.</u>
 - (1) <u>Books of Account</u>.

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and transactions of the corporation. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws or by the board. The books of account shall at all reasonable times be open to inspection by any director.

(2) <u>Deposit and Disbursement of Money</u>.

The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws. If so required by the board of directors, the chief financial officer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the board of directors shall deem appropriate. The chief financial officer shall submit such annual reports to the board of directors as required by law or as directed by the board of directors.

ARTICLE VII INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AGENTS

7.1 <u>Right of Indemnity.</u>

To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in Section 5238(a) of the Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in these bylaws, shall have the same meaning as in Section 5238(a) of the Code.

7.2 <u>Approval of Indemnity.</u>

On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the Code, the board shall promptly determine under Section 5238(e) of the Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification.

7.3 <u>Advancement of Expenses.</u>

To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

7.4 <u>Insurance</u>.

The board shall have the right to authorize and direct the officers of the corporation to cause the corporation to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's employee's or agent's status as such.

ARTICLE VIII RECORDS AND REPORTS

8.1 <u>Maintenance of Corporate Records.</u>

The board of directors shall cause the appropriate officers of the corporation to keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of the board and committees of the board; and
- (c) A record of each director's name and address.
- 8.2 <u>Maintenance and Inspection of Articles and Bylaws.</u>

The secretary shall keep at the corporation's principal office the original or a copy of the articles of incorporation and bylaws as amended to date.

8.3 <u>Annual Audit</u>

The board of directors shall cause an annual fiscal audit of the corporation to be conducted by a certified public accountant. This annual audit may, but need not, be conducted as part of a fiscal audit of the District. The annual audit will include a review of the internal control structure of the corporation. The auditors will also issue a separate report of findings, if there are findings noted during the review of internal control and performance of audit procedures. Such report will also include recommendations related to those findings. Copies of the annual audit report and management letter comments shall be submitted to the District within thirty (30) days after it is received by the corporation. The statement shall be disseminated as widely as feasible and be available to any person on request and in accordance with the publication. A reasonable fee may be charged to cover the costs of providing such copies.

8.4 <u>Annual Report</u>.

The board of directors shall cause an annual report to be sent to directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any other information required by these bylaws.

If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished to any director who requests it in writing.

8.5 Annual Statement of Certain Transactions and Indemnifications.

As part of the annual report to all directors in accordance with Section 8.4 of these bylaws, the board shall cause to be prepared and mailed or delivered therewith to each director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the corporation or its parent or subsidiary was a party, (ii) in which an "interested person" has a direct or indirect material financial interest, and (iii) which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$50,000.

(b) The names of any "interested persons" involved in such transactions, stating such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

(c) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article VII of these bylaws, unless that indemnification has already been approved by the directors under Section 5238(e) of the Code.

For this purpose, an "interested person" is any director or officer of the corporation, its parent or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE IX GENERAL CORPORATE MATTERS

9.1 <u>Checks, Drafts, Evidences of Indebtedness.</u>

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation shall be signed or endorsed by the chief financial officer and the president, or such other officers of the corporation, and in such manner, as shall be determined by resolution of the board of directors.

9.2 <u>Contracts.</u>

The board of directors, except as the bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to one or more specific matters. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

9.3 Loans and Borrowing.

The board of directors shall not cause the corporation to make any loan of money or property to or guarantee the obligation of any director or officer unless approved by the Attorney General. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.

9.4 <u>Deposits.</u>

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

9.5 <u>Gifts.</u>

The board of directors may at their discretion accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any specific purpose of the corporation.

ARTICLE X MISCELLANEOUS

10.1 Fiscal Year.

The fiscal year of the corporation shall end on June 30 in each year unless otherwise determined by resolution of the board of directors.

10.2 <u>Rules.</u>

The board of directors may adopt, amend, or repeal rules not inconsistent with these bylaws for the management of the internal affairs of the corporation and the governance of its officers, agents, committees, and employees.

10.3 <u>Corporate Seal.</u>

The board of directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "*California*".

10.4 <u>Waiver of Notice.</u>

Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the State of California, or under the provisions of the articles of incorporation of the corporation, or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time such notices are required to be given, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.

ARTICLE XI AMENDMENT TO BYLAWS

11.1 <u>Amendment to Bylaws.</u>

These bylaws may be amended at any regular meeting of the board of directors by a majority vote of the board of directors; provided, however, that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of ATEP Facilities Corporation, a California nonprofit public benefit corporation.

2. The bylaws to which this certificate is attached, comprising thirteen (13) pages, constitute the bylaws of such corporation as duly adopted by the board of directors on ______, 2018.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: _____, 2018

_____, Secretary

MASTER AGREEMENT

BY AND BETWEEN

ATEP FACILITIES CORPORATION

AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS MASTER AGREEMENT (the "Agreement") is entered into as of this __th day of ______, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (the "District"), and the ATEP FACILITIES CORPORATION (the "Facilities Corporation"), a California nonprofit public benefit corporation.

<u>RECITALS</u>

- A. The District and the Facilities Corporation desire to enter into this Agreement to set forth the terms of the relationship between the District and the Facilities Corporation, an auxiliary organization of the District pursuant to Education Code Section 72670 et seq. and Section 59250 et seq. of Title 5 of the California Code of Regulations.
- B. As required by Education Code Section 72670 et. seq., the Board of Trustees of the District has adopted implementing regulations for auxiliary organizations which require that all auxiliary organizations enter into a written agreement with the District.
- C. The District and the Facilities Corporation desire to enter into this Agreement in accordance with the District's implementing regulations regarding auxiliary organizations.

<u>A G R E E M E N T</u>

NOW, THEREFORE, the parties covenant and agree as follows:

ARTICLE I

FACILITIES CORPORATION PURPOSES AND FUNCTIONS

<u>Section 1.1.</u> <u>Statement Regarding Use of Facilities Corporation</u>. The administration by the Facilities Corporation of the functions and activities described in this Agreement, instead of administration by and through the District, is deemed to be more effective in accomplishing such functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures.

<u>Section 1.2</u>. <u>Facilities Corporation Functions</u>. The Facilities Corporation will be providing services and performing functions relating to the operations, leasing, maintenance, and management of the District's facilities and properties. Other services, programs, functions or activities may be provided by the Facilities Corporation if such services are authorized and approved by the Board of Governors of the California Community Colleges and the Board of Trustees of the District.

<u>Section 1.3.</u> <u>Covenant to Maintain Existence</u>. During the term of this Agreement, the Facilities Corporation agrees to maintain its existence and to operate in accordance with this Agreement and with Education Code section 72670 et. seq. and section 59250 et. seq. of Title 5 of the California Code of Regulations, as well as with District policy and the implementing regulations for auxiliary organizations adopted by the District.

ARTICLE II

ANNUAL AUDITS AND PROFESSIONAL SERVICES

<u>Section 2.1</u>. <u>Attorney and Accountant Services</u>. The board of directors of the Facilities Corporation shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant need be members of the board of directors of the Facilities Corporation.

<u>Section 2.2</u>. <u>Annual Audit</u>. The board of directors of the Facilities Corporation shall cause an annual fiscal audit of the Facilities Corporation to be conducted by a certified public accountant. This annual audit may, but need not, be conducted as part of a fiscal audit of the District. The annual audit will include a review of the internal control structure. The auditors will also issue a separate report of findings, if there are findings noted during the review of internal control and performance of audit procedures. Such report will also include recommendations related to those findings. Copies of the annual audit report and management letter comments shall be submitted to the District within thirty (30) days after it is received by the Facilities Corporation. The Facilities Corporation shall annually publish the audited statement of its financial condition. The statement shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing such copies.

<u>Section 2.3</u>. <u>Annual Budget</u>. The Facilities Corporation shall also prepare for the District an annual budget of its revenues and expenses. This report shall be provided to the District prior to the beginning of each Facilities Corporation fiscal year.

<u>Section 2.4</u>. <u>Facilities Corporation Records</u>. The Facilities Corporation shall keep and maintain records and accounts of its operations, financial status and program expenditures for a period of not less than five (5) years following each budget period. Such records and reports may be maintained in the District office, subject to the terms of Article III of this Agreement. Such records and reports shall cover all activities of the Facilities Corporation whether pursuant to this Agreement or otherwise. The District shall have the right to inspect and audit such records and accounts during and/or following the close of any Facilities Corporation fiscal year

following reasonable notification to the Facilities Corporation. The District shall also have the right to take custody of all records generated by the Facilities Corporation in any way relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement. The rights and obligations provided in this Section shall survive the termination of this Agreement.

<u>Section 2.5</u>. <u>Annual Statement of Benefits</u>. The Facilities Corporation shall provide the District with an annual statement describing the benefits and services of the Facilities Corporation to the District. This report shall be presented to the Board of Trustees of the District no later than 120 days following the close of the Facilities Corporation's fiscal year.

ARTICLE III

USE OF DISTRICT FACILITIES

<u>Section 3.1.</u> Use of District Facilities. Upon request by the Facilities Corporation, the District shall authorize in its reasonable discretion the Facilities Corporation, separately or jointly with the District, to occupy, operate and use District facilities and property to accomplish the purposes of this Agreement. It is understood and agreed that District officers, employees and agents shall have the right to enter any such facilities or any part thereof at any time for the purpose of examination or supervision. The Facilities Corporation's use of District facilities and property does not establish a landlord/tenant relationship between the District and the Facilities Corporation, unless such a relationship is otherwise established by a separate written agreement entered into between the District and the Facilities Corporation.

<u>Section 3.2.</u> Charge or Rental. As of the date of this Agreement, the Facilities Corporation does not use or occupy any District facilities or property. Should the Facilities Corporation subsequently use and/or occupy any District facilities or property, the parties shall amend this Section 3.2, in accordance with Section 6.5 below, to incorporate the corresponding charge or rental for the use and/or occupation of such facilities or property. The parties acknowledge that the rent the Facilities Corporation agrees to pay to the District in such event may be for less than fair rental value to the extent permitted by Section 81440(b) of the Education Code.

<u>Section 3.3</u>. <u>Use of Facilities</u>. The Facilities Corporation shall only use the facilities and property of the District for those services and functions that are consistent with this Agreement and consistent with the policies, rules and regulations which have been or may be adopted by the Board of Trustees of the District.

<u>Section 3.4</u>. <u>District Right to Terminate</u>. The right to use any of the District facilities or property granted hereunder shall cease upon written notice by the District that the facilities or property are needed for the exclusive use of the District.

<u>Section 3.5.</u> <u>Maintenance and Operating Expenses</u>. The Facilities Corporation agrees that it shall keep and maintain all utilized facilities and property in a clean and orderly condition and shall, at its own expense, at reasonably frequent intervals and in a lawful manner dispose of all waste from such facilities and property. The Facilities Corporation further agrees that it shall keep all such facilities and property in good repair.

<u>Section 3.6.</u> Third Party Agreements By Facilities Corporation. The Facilities Corporation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District, except for those contracts entered into in connection with or as otherwise required by that certain Asset Management Agreement by and between the Facilities Corporation and the District (the "AMA"). The Facilities Corporation has no authority to bind the District, by contract or otherwise, in any amount, unless specifically authorized under the AMA.

<u>Section 3.7</u> <u>Indemnification</u>. The Facilities Corporation agrees to indemnify, defend and hold harmless the District, its officers, agents, and employees from any and all loss, damage or liability that may be suffered or incurred by the District, its officers, agents and employees, caused by, arising out of, or in any way connected with the use of any of such facilities by the Facilities Corporation in connection with this Agreement; provided that the loss, damage or liability does not arise from the intentional or negligent acts or omissions of the District, its officers, agents or employees.

<u>Section 3.8.</u> Signs, Fixtures and Equipment. During the term of this Agreement, the Facilities Corporation shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the Chancellor of the District or designee in writing as to number, size and location. Fixtures, signs or equipment so erected, placed or attached by the Facilities Corporation shall be and shall remain the property of the Facilities Corporation and shall be removed therefrom by the Facilities Corporation upon the termination of this Agreement or written direction of the Chancellor of the District or designee.

<u>Section 3.9</u>. <u>Restoration</u>. Upon termination of this Agreement, the District shall have the option to require the Facilities Corporation, at the Facilities Corporation's expense and risk, to restore all such facilities as nearly as possible to the condition existing prior to the execution of this Agreement; provided, however, that if the Facilities Corporation shall fail to do so within ninety (90) days after the District exercises such option, the District may restore the property at the expense of the Facilities Corporation; and all costs and expenses of such restoration shall be paid by the Facilities Corporation upon demand of the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.

<u>Section 3.10</u>. <u>Survival of Rights</u>. The rights and obligations provided in this Article shall survive the termination of this Agreement.

ARTICLE IV

REIMBURSEMENT OF DISTRICT COSTS

<u>Section 4.1.</u> <u>Reimbursement for Services of District Employees.</u> The Facilities Corporation shall monetarily reimburse the District for the District's direct compensation and employee benefit expenditures for any services performed by District employees in support of the Facilities Corporation. The District shall provide the Facilities Corporation with a monthly invoice for the amount of such expenditures. The Facilities Corporation shall pay such invoice within thirty days of the Facilities Corporation's receipt of the invoice by the delivery to the District of a check for the amount of the invoice.

Section 4.2. Reimbursement for District Expenditures. In addition to the reimbursement provided under section 4.1, the Facilities Corporation shall reimburse the District for other expenditures incurred by the District as a result of the Facilities Corporation's activities. The Facilities Corporation's reimbursement of the costs under this Section 4.2 may be in the form of non-monetary benefits provided by the Facilities Corporation to the District to the extent authorized by Section 59257(j)(6) of the Title 5 Regulations and California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998). The District shall annually invoice the Facilities Corporation for such expenditures, indicating items charged and the method of determining costs. The reimbursement shall be computed on a simple but equitable basis and shall be made by the Facilities Corporation within thirty (30) days of receipt of the invoice. The Facilities Corporation may provide reimbursement under this section either by making monetary reimbursement and, to the extent authorized by the Title 5 Regulations and California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998), or by providing a statement of the in-kind contributions or benefits provided to the District by the Facilities Corporation, as may be agreed upon between the District and the Facilities Corporation. Notwithstanding the foregoing, no more than fifty percent (50%) of the reimbursement may be made in the form of non-monetary benefits that the Facilities Corporation provides to the District, and the District shall assign a good-faith reimbursement value to such non-monetary benefits.

<u>Section 4.3</u>. Indirect Costs Relating to Federal Programs. If the Facilities Corporation administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by District for the Facilities Corporation relating to the federally-sponsored project. Such reimbursement shall take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award. In the event that the District's federal indirect cost rate has not been determined, the District's Chancellor or designee shall determine and specify such costs and the amount thereof. All such reimbursements shall be made by the Facilities Corporation within thirty (30) days of receipt of an invoice with a determination of such costs.

ARTICLE V

DISPOSITION OF FACILITIES CORPORATION ASSETS

<u>Section 5.1.</u> <u>Approval of Expenditures</u>. The board of directors of the Facilities Corporation shall approve all expenditures and fund appropriations of the Facilities Corporation. Appropriations of funds for use outside the normal business operations of the Facilities Corporation shall be approved in accordance with policy and further consistent regulations adopted by the Board of Trustees.

<u>Section 5.2</u>. <u>Disposition of Net Earnings</u>. Net earnings derived from the operations of the Facilities Corporation, if any, shall be used solely to benefit the District, its facilities and its students or used for reserves as established by the board of directors of the Facilities Corporation.

<u>Section 5.3.</u> <u>Disposition of Assets Upon Dissolution</u>. Upon dissolution of the Facilities Corporation or the cessation of its operations under this Agreement, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall be distributed to the District or as otherwise directed by the District.

ARTICLE VI

MISCELLANEOUS

<u>Section 6.1</u>. <u>Term of Agreement</u>. The term of this Agreement shall be five (5) years beginning on the date of this Agreement, unless sooner terminated as herein provided; provided, however, that this Agreement shall be renewed automatically for subsequent annual periods, unless either party notifies the other party in writing not later than sixty (60) days prior to any renewal date of its intention not to renew. In any event of termination, the provisions of Section 5.4 of Article V of this Agreement (concerning the distribution of assets upon dissolution) shall survive such termination.

<u>Section 6.2</u>. <u>Termination</u>. Either party may terminate this Agreement on sixty (60) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in such notice the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within thirty (30) days of the receipt of such notice or as otherwise agreed to in writing by the parties shall prevent the termination of the Agreement.

Section 6.3. Termination in Event of Facilities Corporation's Loss of Auxiliary Organization Good Standing. If and when the Chancellor or other designee of the District has reason to believe that the Facilities Corporation should be removed from the District's list of auxiliary organizations which are in good standing (the "Good Standing List"), that person shall give the Facilities Corporation's board of directors reasonable notice that a conference will be held to determine whether grounds for removal of the Facilities Corporation from the Good Standing List do in fact exist. Representatives of the Facilities Corporation's board of directors shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor or such other District designee shall recommend to the District Board of Trustees whether the Facilities Corporation should be removed from the Good Standing List, after which the District Board of Trustees, in its sole discretion, may remove the Facilities Corporation from said Good Standing List. Notwithstanding the terms of section 6.2, above, this Agreement shall immediately terminate on the Facilities Corporation's removal from the Good Standing List. In the event that the Facilities Corporation is removed from the Good Standing List, the Facilities Corporation shall promptly wind up its affairs and dissolve.

<u>Section 6.4</u>. <u>Effects of Termination</u>. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations occurring prior to the date of such termination; and (2) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement, including but not limited to those set forth in this Section. Upon termination or expiration of this Agreement, the Facilities Corporation shall within thirty (30) days of such termination or expiration (1) vacate any District facilities and/or real property the Facilities Corporation is occupying; (2) return all District equipment and

supplies to the District; (3) transfer all documents and records in its possession relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement to the District; and (4) perform all other obligations required of the Facilities Corporation under the terms of this Agreement.

<u>Section 6.5</u>. <u>Non-Assignability; Amendment</u>. This Agreement, either in whole or in part, is not assignable by the Facilities Corporation. This Agreement may not be altered or modified except by a writing signed by the parties.

<u>Section 6.6.</u> <u>Notices</u>. Any notice, request, information or other document to be given hereunder to any party by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to District:	If to Facilities Corporation:
SOUTH ORANGE COUNTY	ATEP FACILITIES CORPORATION
COMMUNITY COLLEGE	
DISTRICT	
28000 Marguerite Parkway	28000 Marguerite Parkway
Mission Viejo, CA 92692	Mission Viejo, CA 92692
-	-
Attn:	Attn:

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

<u>Section 6.7</u>. <u>Headings</u>. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.

<u>Section 6.8.</u> <u>No Waiver</u>. A party's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, shall not constitute a waiver of the breach or the remedy.

<u>Section 6.9</u>. <u>Governing Law</u>. The agreement shall be governed by and construed according to the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date set forth above.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: ______, _____,

ATEP FACILITIES CORPORATION

By: _____

_____,_____

EXHIBIT H Page 1 of 21

ADVANCED TECHNOLOGY EDUCATION PARK (ATEP)

ASSET MANAGEMENT AGREEMENT

between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

ATEP FACILITIES CORPORATION, INC.

_____, 2018

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ADVANCED TECHNOLOGY EDUCATION PARK (ATEP)

ASSET MANAGEMENT AGREEMENT

This **ASSET MANAGEMENT AGREEMENT** (this "Agreement") is dated for identification purposes only as of ______, 2018, and is entered into by and between the South Orange County Community College District ("SOCCCD"), a public agency and ATEP Facilities Corporation, Inc. a California corporation (the "Asset Manager").

RECITALS

A. SOCCCD is in the process of developing a mixed use educational and commercial project on land in the City of Tustin (the "**City**"), which land was acquired and is to be acquired from the City and which land was formerly occupied by the United States Marine Corps Air Station, Tustin.

B. Such project is formally known as the "Advanced Technology & Education Park" and is hereinafter referred to as "ATEP."

C. The land on which ATEP will be developed is coextensive with the land designated from time to time as the **"SOCCCD Property"** in that certain Development Agreement and Amended and Restated Agreement between the City and SOCCCD for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus dated May 22, 2013, and recorded in the Official Records of Orange County, California (the **"Official Records"**), on May 23, 2013, as Instrument No. 2013000312295, as amended by Amendment No. 1 to Development Agreement dated May 22, 2013 recorded on May 23, 2013, in the Official Records as Instrument No. 2013000312295 and re-recorded on August 7, 2014 as Instrument No. 2014000318112 (as the same may be further amended, modified or restated from time to time, the **"Development Agreement"**).

D. SOCCCD intends to create legal parcels under the California Subdivision Map Act (California Government Code Section 66410 *et seq.*) of portions of the SOCCCD Property either by obtaining Certificates of Compliance from the City or by processing one or more subdivision maps with the City. Each such legal parcel is hereinafter called a **"Parcel,"** and such legal parcels are hereinafter collectively called the **"Parcels"**).

E. SOCCCD has imposed a Declaration of Covenants Conditions and Restrictions for Advanced Technology & Education Park (the "CC&Rs") on a portion of the SOCCCD Property, which were recorded in the Official Records on _____, 20__, as Instrument No. _____.

F. SOCCCD intends to annex the remainder of the SOCCCD Property to the CC&Rs as ATEP is developed.

G. SOCCCD intends to construct streets, sidewalks, landscaping, street lighting, traffic control measures and other improvements which are defined as the **"Project Common Area"** under the CC&Rs.

H. SOCCCD intends that at least two of the Parcels (the "**District Parcels**") will be used for its own purposes; i.e., one for a building to house programs of Irvine Valley College and one for a building to house programs of Saddleback College.

I. SOCCCD intends to enter into ground leases or subleases (each, a "Lease") of the remaining Parcels to tenants (hereinafter and in the CC&Rs defined as "Tenants") for either educational or commercial purposes.

J. It is anticipated that the Tenants will construct buildings which will be occupied by the Tenants' employees, invitees or subtenants, who are hereinafter and in the CC&Rs called **"Project Occupants."**

K. ATEP will be developed over a considerable period of time and all SOCCCD Property which, from time to time, is neither (a) Project Common Area, nor (b) a District Parcel, nor (c) subject to an effective Lease with a Tenant is hereinafter called the **"Retained Property."**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

- 1. <u>Appointment of Asset Manager</u>. SOCCCD hereby appoints Asset Manager as its exclusive asset manager for ATEP with the responsibilities and upon the terms and conditions set forth in this Agreement, and Asset Manager hereby accepts such appointment.
- 2. <u>Term</u>. Asset Manager's authority and obligations hereunder shall commence on (the "Commencement Date") and shall continue thereafter for an initial term of one (1) year unless earlier terminated in accordance with provisions of <u>Section 14</u> below. This Agreement shall automatically renew and continue in full force and effect for successive periods of one year each, unless either party elects to terminate this Agreement by giving written notice within thirty (30) days prior to the end of any term.
- 3. Asset Management.
 - **3.1** <u>General</u>. Asset Manager shall (i) supervise the relationship of SOCCCD with the Tenants at ATEP, (ii) act as the "**Project Operator**" as that term is defined in the CC&Rs and (iii) preserve, protect and manage the Retained Property on behalf of SOCCCD in an efficient, economic, diligent and professional manner, all as more fully provided below. Subject to the provisions of this Agreement, Asset Manager shall manage all affairs involving ATEP, shall engage and oversee one or more

Property Managers (as defined below) as well as other contractors and consultants to perform its obligations hereunder, and shall make all decisions that do not require the consent or approval of SOCCCD pursuant to this Agreement.

- **3.2** <u>No Partnership</u>. SOCCCD and Asset Manager do not intend to form a joint venture, partnership or similar relationship. Nothing in this Agreement shall cause Asset Manager and SOCCCD to be joint venturers or partners of one another, and neither shall have the power to bind or obligate the other party except as expressly provided in this Agreement. This Agreement and the authority granted to Asset Manager herein shall be subject to the terms, conditions and restrictions of this Agreement.
- 4. <u>Asset Manager's Specific Duties</u>. The duties of Asset Manager are more specifically set forth below:
 - **4.1** <u>**Tenants**</u>. Asset Manager shall be responsible for the relationship between SOCCCD and all Tenants at ATEP, subject to the limitations on Asset Manager's authority set forth below. Such responsibilities shall include the following:
 - **4.1.1** <u>**Rents**</u>. Asset Manager shall assure that rents are paid when due. Asset Manager shall take such enforcement steps as Asset Manager may determine in its reasonable business judgment are appropriate, including, without limitation, evictions, recovery of rents and claims for damages. Asset Manager shall supervise the collection of rents and their deposit in such Bank Account (as hereinafter defined) as SOCCCD may specify. Asset Manager shall cause to be made appropriate adjustments in rent under the terms of each of the Leases and the calculation of additional rent payments due under each Lease. All revenues from ATEP shall be the property of SOCCCD and checks payable for rents and related fees shall be made payable to SOCCCD.
 - **4.1.2** <u>Lease Obligations</u>. Asset Manager shall assure that Tenants abide by all obligations set forth in their respective Leases and shall take such enforcement steps against Tenants as Asset Manager may determine in its reasonable business judgment.
 - **4.1.3** <u>Notices</u>. Asset Manager also shall deliver written notice to SOCCCD within a reasonable time after its receipt of any written notice from any Tenant which claims that SOCCCD or Asset Manager is in material default of any obligation, regulation or statute pertaining to such Tenant.
 - **4.2** <u>**Project Operator**</u>. Asset Manager shall assume all responsibilities of the "Project Operator" under the CC&Rs, and shall discharge in a commercially reasonable manner all duties incumbent on the Project Operator, including without limitation the following:

- **4.2.1** <u>Calculation of Assessments</u>. Asset Manager shall assure that assessments imposed on each Parcel are calculated from time to time as provided in the CC&Rs and remain in compliance with the CC&Rs.
- **4.2.2** <u>Collection of Assessments and Fines</u>. Asset Manager shall assure that all assessments, fees and fines are collected when due and deposited in such Bank Account as SOCCCD may designate. All Assessments and fines shall be the property of SOCCCD and checks payable for assessments or fines shall be made payable to SOCCCD.
- **4.2.3** <u>**Rules and Regulations**</u>. Asset Manager shall assure that all Project Occupants of ATEP shall abide by all applicable provisions of the CC&Rs and the Rules and Regulations promulgated thereunder.
- **4.2.4** <u>Project Common Area</u>. Asset Manager shall be responsible for the maintenance and operation of all "**Project Common Area**" as identified from time to time in the CC&Rs. Asset Manager shall assure that all improvements to the Project Common Area are kept in good condition and repair and in compliance with all applicable governmental requirements. Asset Manager shall monitor and oversee the completion of such repairs as may be required and shall generally cause to be done or performed all things reasonably necessary, required or desirable for the proper and efficient management, operation and maintenance of the Project Common Area.
- **4.2.5** <u>Improvements to Project Common Area</u>. Asset Manager, in its capacity as Project Operator, shall monitor and oversee construction of improvements to the Project Common Area.
- **4.2.6** <u>**Traffic.**</u> As Project Operator, Asset Manager shall be responsible to assure that traffic within ATEP is properly managed and shall have the obligation and the authority to enforce the traffic rules and regulations promulgated under the CC&Rs.
- **4.2.7** <u>**Parking**</u>. In the event that parking lots or parking structures are included in the Project Common Area, Asset Manager shall cause the same to be managed in accordance with standards customary for commercial real estate projects in Orange County similar to ATEP.
- **4.3** <u>**Retained Property**</u>. Asset Manager shall keep the Retained Property in good, sanitary and presentable condition and shall cause adequate security measures to be undertaken with respect to the same.

5. Authority of Asset Manager.

5.1 <u>**Limitations on Authority**</u>. Notwithstanding anything to the contrary herein, Asset Manager shall have no authority, without the express written consent of SOCCCD, to:

- **5.1.1** <u>Property Management Agreements</u>. Enter into any agreement with a third party (each, a "**Property Manager**") to perform, or consult with respect to, any of Asset Manager's duties that do not meet the criteria set forth in <u>Section 6</u> below.
- 5.1.2 Leases. Negotiate, enter into or modify any Lease;
- **5.1.3** <u>Sales; Options</u>. Enter into any agreement to sell or convey any interest in any of the real property in ATEP or grant any options to sell or convey any interest in any of such property;
- **5.1.4 Borrowing**. Borrow funds on behalf of SOCCCD or enter into any loan agreement binding on SOCCCD;
- 5.1.5 <u>Encumbrances</u>. Encumber any of the SOCCCD Property, or
- **5.1.6** <u>Easements</u>. Grant any interest in any of the SOCCCD Property, including the grant of any utility easements.
- **5.2** <u>Additional Limitations</u>. SOCCCD shall have the right to impose additional limitations on Asset Manager's Authority from time to time by giving written notice thereof to Asset Manager.
- **5.3** <u>**Policies and Directives**</u>. Asset Manager's authority hereunder shall be subject to such policies and directives as SOCCCD may from time to time announce by written notice to Asset Manager.

6. Property Management Agreements; Contracts.

- 6.1 <u>Property Managers</u>. It is contemplated that Asset Manager, in its discretion, will engage one or more Property Managers to perform Asset Manager's duties under this Agreement. Any agreement with a Property Manager providing for compensation in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) shall require the prior written consent of SOCCCD.
- 6.2 <u>Other Contracts</u>. Asset Manager may enter into contracts and agreements binding upon SOCCCD in the ordinary course of management, operation, maintenance and servicing of the SOCCCD Property pursuant to this Agreement, such as, for example involving the provision of utility, maintenance or other services or the furnishings of services to Tenants (collectively, "Service Contracts"). Any Service Contracts involving an obligation of the District in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) shall require the prior written approval of SOCCCD.
- 6.3 <u>Asset Manager Relationship</u>. Subject to the provisions of this Agreement regarding Asset Manager's authority, Asset Manager may hire, contract for, discharge and supervise all Property Managers and all counterparties under Service

Contracts. All Property Managers and counterparties under Service Contracts shall be independent contractors.

- 6.4 <u>Costs and Expenses</u>. The costs and expenses incurred in connection with all such agreements with Property Managers and all Service Contracts shall be deemed an expense incurred in connection with ATEP, and funds to cover such costs and expenses may be withdrawn by Asset Manager from the Operating Account (as defined in <u>Section 9.2</u> below).
- **6.5** <u>Information.</u> Asset Manager shall keep SOCCCD informed as to the existence of any agreement with a Property Manager and of all Service Contracts and of their basic terms, including duration and compensation, and shall furnish a copy of such agreements upon request of SOCCCD.

7. <u>Relations with Governmental Authorities</u>.

- 7.1 <u>Project Common Area</u>. Asset Manager, in its capacity as Project Operator, shall be responsible for making applications to governmental authorities for any required permits and shall be the "permittee" for such purposes. As such, Asset Manager will be the party against which any fines or penalties imposed by governmental authorities under such applications shall be assessed. Except as set forth below, any fines or other penalties that may be assessed against Asset Manager as the permittee shall be deemed an expense payable out of the Project Account (as defined in Section 9.1 below).
- 7.2 <u>Retained Property</u>. Asset Manager shall be the "permittee" for any permit applications relating to the Retained Property. As such, Asset Manager shall be the party against which any fines or penalties imposed by governmental authorities under such applications shall be assessed. Except as set forth below, any such penalties shall be deemed expenses of SOCCCD, and SOCCCD shall cause Asset Manager to be reimbursed for such expenses out of the Operating Account (as defined in <u>Section 9.2</u> below).
- **7.3** Exception. Notwithstanding the foregoing provisions of <u>Sections 7.1</u> and <u>7.2</u> above, any fines or penalties assessed against Asset Manager arising out of any breach by Asset Manager of the terms hereof or any gross negligence or willful misconduct by Asset Manager shall not be reimbursed by SOCCCD and shall be the sole responsibility of Asset Manager.

8. <u>Compliance with Laws</u>.

8.1 <u>Governmental Requirements</u>. At SOCCCD's expense, Asset Manager shall cause all such acts and things to be done in and about the SOCCCD Property as are necessary to cause the Retained Property and the Project Common Area to comply with all of the Legal Requirements, as defined in the CC&Rs, as well as with all orders and requirements of SOCCCD's insurance carriers under the policies to be maintained under <u>Section 15.1</u> below. Asset Manager shall also do all things that are

necessary to keep in force all licenses and permits that it needs to execute its duties or obligations under this agreement.

- **8.1.1** <u>Project Common Area</u>. Asset Manager shall pay from out of the Project Account (as defined in <u>Section 9.1</u> below) expenses incurred to remedy violations of laws attributable to the Project Common Area. However, Asset Manager shall not be obligated to remedy violations of law or to cause ATEP to be in compliance with applicable laws if sufficient funds are not available in the Project Account or if SOCCCD does not provide sufficient additional funds to do so.
- **8.1.2** <u>Retained Property</u>. Asset Manager shall pay from the Operating Account (as defined in <u>Section 9.2</u> below) expenses incurred to remedy violations of laws attributable to any portion of the Retained Property. However, Asset Manager shall not be obligated to remedy violations of law or to cause the SOCCCD Property to be in compliance with applicable laws if sufficient funds are not available in the Operating Account or if SOCCCD does not provide sufficient additional funds to do so.
- **8.2** <u>Notices</u>. Asset Manager shall deliver written notice to SOCCCD within a reasonable time after its receipt of any written notice from any governmental entity which claims that SOCCCD, Asset Manager, Project Operator, the Project Common Area or the Retained Property is in material default of any law, covenant, ordinance, agreement, regulation or statute pertaining to ATEP.
- **9.** <u>**Bank Accounts</u></u>. Asset Manager shall establish and maintain, or cause to be established and maintained, in FDIC insured banks or financial institutions selected by Asset Manager and approved by SOCCCD, segregated bank accounts for the benefit of SOCCCD (the "Bank Accounts**"). All monies collected from or in connection assessments under the CC&Rs and from Tenants under Leases shall be deposited in one of the Bank Accounts as designated below. All Bank Accounts shall be in the name or for the benefit of SOCCCD.</u>
 - **9.1 Project Account**. Asset Manager shall deposit in a separate Bank Accounts (each, a "**Project Account**") all assessments, fees, fines and other monies arising under the CC&Rs. Asset Manager, in its capacity as Project Operator, shall also be permitted to make withdrawals from a Project Account for all expenses properly incurred under the CC&Rs.
 - **9.2 Operating Account.** Asset Manager shall deposit in a separate Bank Account (the "**Operating Account**") all rents and other monies including security deposits arising out of the Leases. Security deposits shall be deposited in the Operating Account but Asset Manager shall keep precise records of the security deposits deposited in such account and security deposits returned to tenants. Asset Manager shall also be permitted to make withdrawals from the Operating Account, on behalf of SOCCCD, for the operating expenses of ATEP and any other payments relating to ATEP as required by this Agreement <u>other than</u> items properly attributable to the Project

Operator under the CC&Rs or otherwise relating to the Project Common Area. Security deposits and funds not needed for operating expenses shall be periodically transferred to SOCCCD.

10. Financial Reporting and Record Keeping.

- **10.1** <u>Books of Accounts</u>. Asset Manager shall maintain or cause to be maintained adequate and separate books and records with respect to the funds deposited and withdrawn from the Bank Accounts with the entries supported by sufficient documentation to ascertain their accuracy. Asset Manager shall ensure such control over accounting and financial transactions as may be reasonably necessary to protect SOCCCD's assets from theft, material error or fraudulent activity by Asset Manager's employees or Property Managers.
 - **10.1.1** <u>**Project Operator**</u>. Asset Manager shall keep separate books of account for all income and expenses relating to the CC&Rs and Asset Manager's capacity as Project Operator.
 - **10.1.2** <u>Asset Manager</u>. Asset Manager shall maintain or cause to maintain adequate and separate books and records for items of income and expense relating to all items of income and expense <u>other than</u> items properly attributable to the Project Operator under the CC&Rs or otherwise relating to the Project Common Area.
- **10.2** <u>Financial Reports</u>. Asset Manager shall furnish to SOCCCD on a quarterly basis a report of all material transactions occurring during such quarter as indicated below. The statement of income and expenses, the balance sheet, and all other financial statements and reports shall be prepared on a cash basis and in compliance with generally accepted accounting principles.
 - **10.2.1** <u>Project Operator</u>. The "Project Operator Report" shall show all delinquencies, uncollectible items, and other material matters pertaining to the management, operation and maintenance of the Project Common Area under the CC&Rs. Asset Manager also shall deliver to SOCCCD within a reasonable time after (a) written request therefor, a statement of income and expenses for the Project Common Area for the applicable quarter, and (b) the termination of this Agreement, a statement of income and expenses for the applicable quarter and a balance sheet for the Project Common Area and the activities of the Project Operator.
 - **10.2.2** <u>ATEP Report</u>. The "ATEP Report" shall show all delinquencies, uncollectible items, vacancies and other material matters pertaining to the management, operation and maintenance of ATEP during the applicable quarter other than with respect to the Project Common Area and activities of the Project Operator. Asset Manager also shall deliver to SOCCCD within a reasonable time after written request therefor, (a) a statement of income and expenses for ATEP for the applicable quarter other than with respect to the

Project Common Area and activities of the Project Operator, and (b) a statement of income and expenses for the applicable quarter and a balance sheet for ATEP other than with respect to the Project Common Area and activities of the Project Operator.

11. <u>Right to Audit</u>. SOCCCD and its representatives may, upon delivery to Asset Manager of at least seven (7) days' prior notice, examine all books, records and files maintained for SOCCCD by Asset Manager. SOCCCD may perform any audit or investigations relating to Asset Manager's activities at any office of Asset Manager if such audit or investigation relates to Asset Manager's activities for SOCCCD. Should SOCCCD discover defects in internal control or errors in record keeping, Asset Manager shall undertake with all appropriate diligence to correct such discrepancies either upon discovery or within a reasonable period of time. Asset Manager shall inform SOCCCD in writing of the action taken to correct any audit discrepancies.

12. Payments of Expenses.

- **12.1** <u>Costs Eligible for Payment from Project Account</u>. As funds in the Project Account are available, Asset Manager shall pay all expenses for the operation, maintenance and repair of the Project Common Area and the activities of the Project Operator directly from the Project Account. Asset Manager shall be entitled to reimbursement from the Project Account for expenses incurred by and with respect to the performance of its duties and obligations as Project Operator including, without limitation, reasonable attorneys' fees, accounting expenses, and travel, food, and accommodation expenses of Asset Manager and its employees and associates.</u>
- **12.2** <u>Costs Eligible for Payment from Operating Account</u>. As funds in the Operating Account are available, Asset Manager shall pay all expenses of the operation, maintenance and repair of ATEP (other than with respect to the Project Common Area or the activities of the Project Operator) directly from the Operating Account.
- **12.3** <u>**Reimbursed Expenses.**</u> Asset Manager shall receive reimbursement from SOCCCD, which may be withdrawn from the Operating Account, for expenses incurred by and with respect to the performance of its duties and obligations under this Agreement (except with respect to the Project Common Area and the activities of the Project Operator), including, without limitation, reasonable attorneys' fees, accounting expenses.
- **12.4** <u>Operating Account Deficiency</u>. If there are not sufficient funds in the Operating Account to make any such payment, Asset Manager shall notify SOCCCD of such deficiency in accordance with the provisions of this Agreement so that SOCCCD shall have an opportunity to deposit sufficient funds in the Operating Account to allow for such payment prior to the imposition of any penalty or late charge.

13. <u>Compensation and Expenses</u>.

- **13.1** <u>No Compensation</u>. Asset Manager shall not receive compensation for its services hereunder. Expenses incurred by Asset Manager in its capacity as such shall be reimbursed as set forth above.
- **13.2** <u>Administrative Expenses</u>. Should Asset Manager determine that it is required to incur expenses for staff, employees, office space or other similar matters in order to perform its duties hereunder, then it may from time to time, submit to SOCCCD a budget for such expenses. Upon SOCCCD's approval of such budget, Asset Manager shall be entitled to reimbursement for such expenses from such Bank Account as SOCCCD may specify.

14. <u>Termination</u>.

- **14.1** <u>**Parties' Right to Terminate**</u>. Notwithstanding the provisions of <u>Section 2</u> above, this Agreement may be terminated upon the occurrence of any of the following circumstances:
 - **14.1.1** SOCCCD may, at its option and in its sole and absolute discretion, elect to terminate this Agreement upon sixty (60) days' prior written notice to Asset Manager.
 - **14.1.2** SOCCCD may immediately terminate this Agreement upon written notice to Asset Manager if, at any time during the term of this Agreement, Asset Manager misappropriates any funds of SOCCCD, commits any willful misconduct, intentional misrepresentation or gross negligence related to or in connection with this Agreement or the management or operation of ATEP.
 - **14.1.3** SOCCCD shall have the right to immediately terminate this Agreement upon written notice to Asset Manager in the event that Asset Manager acts or omits to take action, in either case in a grossly negligent manner which causes material damage to the Property or the SOCCCD.
 - **14.1.4** SOCCCD may immediately terminate this Agreement upon written notice to Asset Manager if Asset Manager fails to deliver to SOCCCD any reports required hereunder and such default shall not be cured within ten (10) business days after receipt by Asset Manager of written notice thereof by SOCCCD or its attorney to Asset Manager.
- **14.2** <u>**Final Accounting**</u>. Within sixty (60) days after termination of this Agreement for any reason, Asset Manager shall deliver to SOCCCD the following: (a) a final accounting setting forth the balance of income and expenses incurred in connection with this Agreement as of the date of termination; (b) any balance or monies of SOCCCD or tenant security deposits held by Asset Manager with respect to ATEP; and (c) all materials and supplies, keys, books and records, contracts, leases, receipts

for deposits, unpaid bills and other papers or documents which pertain to ATEP which may be in Asset Manager's possession.

- **14.3** <u>Continued Services</u>. For a period of sixty (60) days after such expiration or cancellation for any reason other than SOCCCD's default, Asset Manager shall be available, through its senior executives familiar with ATEP, to consult with and advise SOCCCD or any person or entity succeeding SOCCCD as owner of ATEP or such other person or persons selected by SOCCCD regarding the operation and maintenance of ATEP.
- **14.4** <u>No Release</u>. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.

15. Insurance.

15.1 SOCCCD's Insurance Coverage. SOCCCD, or Asset Manager at SOCCCD's request, shall obtain and keep in force policies of insurance for the Retained Property and as required under the CC&Rs either separately or combined; provided that, if combined, premiums are fairly allocable as between the Retained Property and requirements of the CC&Rs. Premiums allocable to the Retained Property shall be paid out of the Operating Account and premiums allocable to the Project Common Area shall be paid out of the Project Account. Such insurance shall include (i) insurance against physical damage (e.g., special causes of loss (all risk), boiler and machinery, flood, earthquake, etc.) for the full replacement cost (excluding for Flood and earthquake which shall be sub-limited based on the exposure) and all of SOCCCD's property contained therein, and (ii) commercial general liability insurance (including contractual liability and personal injury coverages and such other coverages as may be appropriate, as determined by SOCCCD), insuring against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Retained Property and Project Common Area, in amounts customary for properties similar to the Retained Property and Project Common Area, as reasonably determined by SOCCCD. Any policies obtained by Asset Manager on SOCCCD's behalf shall be subject to the prior written approval of SOCCCD, which approval shall not be unreasonably withheld. Further, Asset Manager shall deliver such policies to SOCCCD promptly upon their receipt from the insurance carrier. The insurance companies issuing such insurance shall be authorized to do business in the state where ATEP is located and have a rating of A-VIII or better as reported by Best's Property & Casualty Reports Key Rating Guide for the most current reporting period. Asset Manager will be named as an additional insured in all liability insurance maintained as herein provided, and Asset Manager shall be furnished a certificate evidencing such insurance which certificate shall provide that the insurer will endeavor to give Asset Manager thirty (30) days prior written notice of cancellation. All such liability policies shall be primary and non-contributory with any liability insurance carried by Asset Manager with respect to any claims arising out of the performance or nonperformance of Asset Manager's duties and activities within the scope of this Agreement or arising from any action or activity on, or condition of, the Retained Property or Project Common Area. Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the ownership, operation and maintenance of the Retained Property and Project Common Area, including any damage or destruction thereto and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith. Asset Manager shall take no action (such as admission of liability) which might bar SOCCCD from obtaining any protection afforded by any policy SOCCCD may hold or which might prejudice SOCCCD in its defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance. Asset Manager shall aid and cooperate with SOCCCD in every reasonable way with respect to such insurance and any loss thereunder. All general public liability and other liability policies carried by or for SOCCCD shall name SOCCCD and SOCCCD's lenders, if any, and Asset Manager as insured's. All property damage and business interruption or rent loss insurance policies shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation against Asset Manager with respect to losses payable under such policies.

- **15.2** <u>Asset Manager's Insurance Coverage</u>. Asset Manager shall carry such insurance coverages and amounts as SOCCCD may require from time to time. Premiums allocable to the Retained Property shall be paid out of the Operating Account and premiums allocable to the Project Common Area shall be paid out of the Project Account.
- **15.3** <u>Property Managers' Insurance</u>. Asset Manager shall require that all Property Managers engaged hereunder to maintain insurance coverage, at the Property Manager's expense, in the amounts set forth below. Asset Manager must obtain the SOCCCD's prior permission to waive any of such requirements or to accept lower limits. Asset Manager shall obtain and keep on file a certificate of insurance for each Property Manager which shows that such contractor is so insured.
 - **15.3.1** <u>Worker's Compensation</u> statutory amount with a waiver of subrogation in favor of SOCCCD and Asset Manager;
 - **15.3.2** <u>Employer's Liability</u> minimum of \$500,000 each accident; \$500,000 disease, policy limit; \$500,000 disease, per employee;
 - **15.3.3** <u>Commercial General Liability</u> (naming SOCCCD and Asset Manager and, if required by under the terms of any document applicable to the SOCCCD Property or any portion thereof, the City and the Navy, as additional insureds) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the SOCCCD Property arising from Property Manager's conduct, with a liability limit of

not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage;

- **15.3.4** <u>Auto Liability</u> (if deemed appropriate by Asset Manager) \$1,000,000 minimum;
- **15.3.5** <u>Property Insurance</u> coverage for tools and equipment brought onto and/or used on any Property by the contractor an amount equal to the replacement costs of all such tools and equipment; and
- **15.3.6** <u>Pollution Legal Liability Insurance</u> (if required by under the terms of any document applicable to the SOCCCD Property or any portion thereof,) with a liability limit of not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage.
- **15.4** <u>Notices of Cancellation</u>. Asset Manager shall furnish to SOCCCD, promptly after receipt, of any notice of termination or cancellation of any insurance policy (which is not immediately replaced by Asset Manager).
- 16. <u>Conflicts</u>. Asset Manager shall not deal with or engage, or purchase goods or services from, any subsidiary or affiliated company of Asset Manager in connection with the management of ATEP for amounts above market rates. Asset Manager shall perform management services exclusively for SOCCCD and shall not engage in any business other than the performance of its services hereunder.
- 17. <u>Notices</u>. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand delivered; (b) five days after the same have been deposited in a United States post office via certified mail/return receipt requested; (c) the day sent by PDF format through electronic mail ("e-mail") (if sent prior to 5:00 P.M. local time where ATEP is located, or (d) the next Business Day after same have been deposited with a national overnight delivery service (*e.g.*, FedEx) in each case addressed to the parties at the address set forth beneath their signatures hereto. Wherever herein an action must be taken by a particular date, the action must be taken by 5:00 P.M. local time where ATEP is located, or designate additional addresses, for purposes of this Article 18 by giving all of the other parties hereto written notice of the new address in the manner set forth above.

18. Miscellaneous.

18.1 <u>Assignment</u>. Asset Manager may not assign this Agreement without the prior written consent of SOCCCD, which consent may be withheld in SOCCCD's sole and absolute discretion.

- **18.2** Entire Agreement; Modification. This Agreement and any agreement, document or instrument referred to herein constitute the entire agreement between SOCCCD and Asset Manager pertaining to the subject matter contained in such agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar.
- **18.3** <u>**Governing Law; Venue**</u>. This Agreement shall be governed by, construed, enforced and interpreted in accordance with the internal laws of the State of California, without regard to the conflicts of law provisions and principles thereof.
- **18.4** <u>**Representations**</u>. Asset Manager represents and warrants that it is or shall be prior to entering into any transaction fully qualified and licensed, to the extent required by law, to perform all obligations assumed by Asset Manager hereunder. Asset Manager shall use reasonable efforts to comply with all such laws now or hereafter in effect.
- 18.5 Indemnification by Asset Manager. Asset Manager shall indemnify, defend and hold SOCCCD and its Board of Trustees, officers, and employees harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against SOCCCD by reason of the acts of Asset Manager which arise out of the gross negligence, willful misconduct or fraud of Asset Manager, its agents or employees or Asset Manager's willful breach of this Agreement. If any person or entity makes a claim or institutes a suit against SOCCCD on a matter for which SOCCCD claims the benefit of the foregoing indemnification, then: (a) SOCCCD shall give Asset Manager prompt notice thereof in writing; (b) Asset Manager may defend such claim or action by counsel of its own choosing; (c) neither SOCCCD nor Asset Manager shall settle any claim without the other's written consent; and (d) this Section 18.5 shall not be so construed as to release SOCCCD or Asset Manager from any liability to the other for a willful breach of any of the covenants agreed to be performed under the terms of this Agreement. Notwithstanding anything to the contrary, this Section shall survive the termination of this Agreement with respect to claims arising out of events or circumstances occurring on or prior to the termination date of this Agreement.
- 18.6 <u>Indemnification by SOCCCD</u>. SOCCCD shall indemnify, defend and hold Asset Manager and its officers, directors and employees (collectively, the "Indemnified Parties") harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against any of the Indemnified Parties by reason of the operation, management and maintenance of ATEP and the performance by the Indemnified Parties of their respective obligations under this Agreement, except those claims which arise from the Indemnified Parties'

gross negligence, willful misconduct or fraud. If any person or entity makes a claim or institutes a suit against any of the Indemnified Parties on any matter for which such party claims the benefit of the foregoing indemnification, then: (a) the Indemnified Party shall give SOCCCD prompt notice thereof in writing; (b) SOCCCD may defend such claim or action by counsel of its own choosing provided such counsel is reasonably satisfactory to the Indemnified Party; (c) neither the Indemnified Party nor SOCCCD shall settle any claim without the other's written consent; and (d) this <u>Section 18.6</u> shall not be so construed as to release SOCCCD or any of the Indemnified Parties from any liability to the other for a breach of any of the covenants agreed to be performed under the terms of this Agreement. Notwithstanding anything to the contrary, this <u>Section 18.6</u> shall survive the termination of this Agreement with respect to claims arising out of events or circumstances occurring on or prior to the termination date of this Agreement.

- **18.7** <u>Severability</u>. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this <u>Section 18.7</u>, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- **18.8** <u>No Waiver</u>. The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such item shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties. No waiver shall be binding unless executed in writing by the party making the waiver.
- **18.9** <u>Attorneys' Fees</u>. If any party to this Agreement takes any action to enforce this Agreement, the arbitration panel's award or decision, or brings any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the substantially non-prevailing party shall pay to the substantially prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this <u>Section 18.9</u>, attorneys' fees shall

include, without limitation, fees incurred in the following: (a) assertion of affirmative defenses, (b) post-judgment motions and collection actions; (c) contempt proceedings; (d) garnishment, levy, and debtor and third-party examinations; (e) discovery; and (f) bankruptcy litigation.

- **18.10** <u>No Third Party Beneficiaries</u>. Neither SOCCCD nor Asset Manager intends that this Agreement shall benefit any third party, and no third party shall have any right or power to enforce any provision of this Agreement on behalf of SOCCCD or to compel SOCCCD to enforce any provision of this Agreement.
- **18.11** <u>Construction</u>. Each gender shall include each other gender. When required by the context, the singular shall include the plural and vice-versa.
- **18.12** <u>Headings</u>. All headings are only for convenience and ease of reference and are irrelevant to the construction or interpretation of any provision of this Agreement.
- **18.13** <u>Non-Discrimination</u>. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the SOCCCD Property or any portion thereof, nor shall Asset Manager establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any tenants, subtenants, lessees, sublessees or vendees of any portion of the SOCCCD Property.
- **18.14** <u>Further Assurances</u>. Each party agrees to execute, with acknowledgment and affidavit if required, any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.
- **18.15** <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original (including copies sent to a party by e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile or e-mail shall be considered authentic and binding.

Signatures on following page.

IN WITNESS WHEREOF, SOCCCD and Asset Manager have set their signatures as of the date first set forth above.

ADDRESS:

28000 Marguerite Pkwy., 3rd Fl. Mission Viejo, California 92692 Tel: _____ Fax: _____ Email:

ASSET MANAGER:

ATEP FACILITIES CORPORATION, INC., a California corporation

BY:_____ Name: _____ Title: President

BY:_____

Name: Kim McCord Title: Secretary

ADDRESS:

SOCCCD:

SOUTH ORANGE COUNTY **COMMUNITY COLLEGE DISTRICT,**

a California public agency

Tel: _____ Fax: _____

Email: _____

28000 Marguerite Pkwy., 3rd Fl.

Mission Viejo, California 92692

Attn: Vice Chancellor Business Services

BY:_____

Name: Title: Vice Chancellor, Business Services

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT) AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its South Orange County Community College District, Chapter 586 (CSEA)

Advanced Technology and Education Park (ATEP)

April 9, 2018

The District recently built the Irvine Valley College Integrated Design, Engineering and Automation (IDEA) building at the Advanced Technology and Education Park (ATEP). ATEP is a 64 acre lot in the City of Tustin.

It is the intent of the District to create common areas throughout the acreage that will be accessible and usable by both the District owned and operated buildings, as well as, the tenant leased and operated buildings. These common areas include walkways, drive aisles, parking areas, hardscape, landscaping, irrigation, etc.

The District is in the process of creating a separate auxiliary organization for the purpose of operating, maintaining, and managing the ATEP project but has not finalized the creation of this organization. Eventually the separate auxiliary organization will provide security, maintain parking lots, upkeep landscaping, and undertake other general maintenance necessary for the common areas.

The District is required to maintain security services at the site 24 hours per day, 7 days per week, and 365 days per year by the agreement with the City of Tustin. Currently, this is done with a combination of Irvine Valley College's Police Department and an outside contractor after 10 p.m. and on weekends and holidays.

The IDEA building opened on March 26, 2018 and there is a need to maintain the parking lots, provide security, upkeep landscaping, and oversee the area. It is agreed and understood that until such time that the District creates the auxiliary organization, solidifies a ground lease tenant, and/or can procure the services needed for parking lot maintenance, security, landscaping and other general maintenance needs of the common areas, these services will be undertaken by a District issued contract(s) to outside entities and they will not be performed by District employees, except for security services between the hours of 7 a.m. – 10 p.m., Monday-Friday, excluding holidays, in which case the Irvine Valley College's Police Department will continue.

Furthermore, it is agreed and understood that once the auxiliary corporation is created and tenants at the site are paying rent, the District contracts shall be terminated so that the auxiliary corporation can contract directly for the services.

California School Employees Association and its SOCCCD Chapter 586

South Orange County Community College District

Scott Ferguson Greene

President, CSEA - Chapter 586

Dr. Cindy Vyskocil Vice Chancellor, Human Resources

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

April 30, 2018 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RONALD REAGAN BOARD OF TRUSTEES ROOM 145 HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE

MINUTES OF THE BOARD OF TRUSTEES' MEETING April 30, 2018

PRESENT

Members of the Board of Trustees:

Timothy Jemal, President Marcia Milchiker, Vice President T.J. Prendergast, III, Clerk Barbara J. Jay, Member David B. Lang, Member Terri Whitt, Member James R. Wright, Member Jordan J. Larson, Student Member

Administrative Officers:

Thomas M. Fallo, Interim Chancellor Robert Bramucci, Vice Chancellor, Technology and Learning Services Ann-Marie Gabel, Vice Chancellor, Business Services Cindy Vyskocil, Vice Chancellor, Human Resources Jim Buysse, Acting President Saddleback College Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 4:00 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to two minutes each.

Public speaker requested to address the Board regarding a personnel matter in closed session. On a motion made by Trustee Lang and seconded by Trustee Milchiker, the Board recessed to closed session to consider the request.

The Board reconvened after considering the public speaker's request. The speaker will be informed of actions taken in closed session to accept the interim chancellor's recommendation. On a motion made by Trustee Jay and seconded by Trustee Milchiker, the Board recessed into closed session to deliberate.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 <u>Public Employee Employment, Evaluation of Performance, Discipline,</u> <u>Dismissal, Release (Government Code Section 54957(b).) (7 matters)</u>

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)
- B. Public Employee Employment (Government Code Section 54957(b).) (2 matters)
 - 1. Chancellor Recruitment Update
 - 2. Chancellor
- C. Public Employee Performance Evaluation (Government Code Section 54957(b).) (1 matter)
 - 1. Interim Chancellor

1.4 <u>Conference with Labor Negotiators (GC Section 54957.6)</u>

A.	Unrepresented Employees Agency Designated Representatives: Thomas M. Fallo, Interim Chancellor and Tim Jemal, President of the Board				
В.	Faculty Association Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources				
C.	Classified School Employees Association (CSEA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources				
D.	Police Officer's Association (POA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources				

1.5 <u>Conference with Real Property Negotiators (GC Section 54956.8)</u>

A. Agency Designated Negotiator: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller); and Gregory Gotthardt, FTI Consulting, Inc. (District Real Estate Advisor)

Lease of Property by District: Portion of Saddleback College site, 28032 Marguerite Parkway, Mission Viejo (Property) also known as ReNew at the Shops

Negotiating Parties: Bel Canto Real Estate Partners VIII, LLC (Assignee / Purchaser), and FPA4 Promenade, LLC, (Current Lessee)

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property.

B. Agency Designated Negotiator: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller); and Gregory Gotthardt, FTI Consulting, Inc. (District Real Estate Advisor)

Lease of Property by District: Approximately 24.4 acres of real property located at 1600, 1610, 1620 and 1630 Valencia Ave. and 1602 and 1606 Victory Road, Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: KPC Healthcare, Edwards Lifesciences, ACS Development, and Star Harbor Space Training Academy (Prospective Lessees)

Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property.

1.6 <u>Conference with Legal Counsel (Government Code Section 54956.9)</u>

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (2 potential cases)
- B. Pending Litigation (54956.9 (a), (d)(2), and (e)(3) (1 case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board approved a settlement agreement and y-rating in lieu of a lay-off for a classified manager.

- 2.2 Invocation Led by Trustee Terri Whitt
- 2.3 <u>Pledge of Allegiance</u> Led by Trustee James Wright
- 2.4 Public Comments Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to up to two minutes each.

Two public speakers addressed the Board. One public comment on the Irvine Valley College Veteran's Resource Center and the Innovation Grant Award. One public comment on the counseling services at Saddleback College.

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: Speakers are limited to up to two minutes each.
 - A. Board Reports
 - B. Chancellor's Report

Written Report

C. College Presidents' Reports (Written Reports included in Section 8.0)

Irvine Valley College

Saddleback College

D. Associated Student Government Reports

ASIVC Written Report

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

Trustee Jemal requested to remove item 5.2 and Trustee Whitt requested to remove items 5.5, 5.10, 5.12 and 5.17 for separate discussion and action.

On a motion made by Trustee Jay and seconded by Trustee Lang, the balance of the consent calendar was approved on a 7 - 0 vote.

5.1 SOCCCD: Board of Trustees Meeting Minutes Approve minutes of Regular Meeting held on March 26, 2018.

Item 5.1 Exhibit A

Item 5.2

5.2 SOCCCD: Resolutions

1. Jordan Larson, Student Trustee

Resolution

2. Classified Employee Week, May 20th to 26th

Resolution

3. Ken Lee, Professor of the Year, Saddleback College

Resolution

4. Dr. Jill R. Faulkner, Associate Professor of the Year, Saddleback College

Resolution

5. Kara Mahotka Patterson, Emeritus Professor of the Year, Saddleback College

Resolution

6. Dr. Kari Tucker-McCorkhill, Professor of the Year, Irvine Valley College

Resolution

7. Nathaniel Cayanan, Associate Professor of the Year, Irvine Valley College

Resolution

8. Kathryn Burns, Emeritus Professor of the Year, Irvine Valley College

Resolution

Student Trustee Larson was recognized with a commemorative plaque and resolution for his one year term as a board member. The honorees will accept their board resolutions and will be recognized for their achievement at their respective college campuses.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 7 - 0 vote.

5.3 Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year
 Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.

Item 5.3 Exhibit A

5.4 Irvine Valley College: Community Education, Summer 2018 Approve the Community Education courses, presenters and compensations.

Item 5.4 Exhibit A 5.5 SOCCCD: Irvine Valley College Horizontal Drilling for Liberal Arts A-400 Building Recycled Water Project, Award of Bid No. 342, Amtek Construction. Award Bid No. 342, Horizontal Drilling for Liberal Arts A-400 Building Recycled Water project and approve the agreement with Amtek Construction, in the amount of \$85,333.

<u>Item 5.5</u> Exhibit A

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 7 - 0 vote.

5.6 SOCCCD: Irvine Valley College Monument Signs Replacement Project, Notice of Completion, SS+K Contractors, DBA SS&K Contractors. Authorize filing the Notice of Completion for the Irvine Valley College Monument Signs Replacement project to SS+K Contractors, DBA SS&K Contractors for a final contract amount of \$344,500.

Item 5.6 Exhibit A

5.7 SOCCCD: Irvine Valley College Life Sciences Building First Year Discovery Project, Notice of Completion, Amtek Construction Authorize filing the Notice of Completion for the Irvine Valley College Life Sciences Building First Year Discovery project to AMTEK Construction for a final contract amount of \$217,361.97.

Item 5.7 Exhibit A

5.8 Saddleback College and Irvine Valley College: Speakers Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

<u>Item 5.8</u> Exhibit A

5.9 SOCCCD: Saddleback College Baseball Field Bleacher Replacement Project, Notice of Completion, Patriot Contracting and Engineering Authorize filing the Notice of Completion for the Saddleback College Baseball Field Bleacher Replacement project to Patriot Contracting and Engineering for a final contract amount of \$1,411,662.

<u>Item 5.9</u> Exhibit A

5.10 SOCCCD: Saddleback College Accessible Ramp Project, Award of Bid No. 2072, Amtek Construction Award Bid No. 2072, Saddleback College Accessible Ramp project and approve the agreement with Amtek Construction, in the amount of \$445,333.

<u>Item 5.10</u> Exhibit A

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

5.11 Saddleback College: New and Revised Curriculum for the 2018-19 Academic Year Approve the proposed curriculum changes for the 2018-19 academic year at Saddleback College.

Item 5.11 Exhibit A

> 5.12 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Change Order No. 5, McCarthy Building Companies, Inc. Approve Board Change Order No. 5 for the ATEP IVC First Building project and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc., resulting in an increase of \$499,166, for a revised contract total of \$18,410,353.

Item 5.12 Exhibit A

On a motion made by Trustee Jay and seconded by Trustee Lang, this item was approved on a 7 - 0 vote.

5.13 SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project, Notice of Completion, McCarthy Building Companies, Inc.

Authorize filing the Notice of Completion for the ATEP IVC First Building project to McCarthy Building Companies, Inc. for a final contract amount of \$18,410,353.

Item 5.13 Exhibit A

5.14 SOCCCD: Budget Amendment: Adopt Resolution No. 18-09 to Amend FY 2017-2018 Adopted Budget.

Adopt Resolution No. 18-09 to amend the FY 2017-2018 Adopted Budget as listed.

Item 5.14 Exhibit A

> 5.15 SOCCCD: Transfer of Budget Appropriations. Ratify the transfer of budget appropriations as listed.

Item 5.15 Exhibit A

5.16 SOCCCD: November 2017 – March 2018 Change Orders/ Amendments. Ratify the change orders and amendments as listed.

Item 5.16 Exhibit A

> 5.17 <u>SOCCCD: Purchase Orders and Checks.</u> Ratify the purchase orders and checks as listed.

Item 5.17 Exhibit A

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

5.18 SOCCCD: March – 2018 Contracts. Ratify contracts as listed.

Item 5.18 Exhibit A

6.0 GENERAL ACTION ITEMS

6.1 <u>SOCCCD: FY 2020 – 2021 Five Year Construction Plan.</u> <u>Approve the district's order of priority for the FY 2020– 2021 Five Year</u> <u>Construction Plan.</u>

Item 6.1 Exhibit A

On a motion made by Trustee Jay and seconded by Trustee Lang, this item was approved on a 7 - 0 vote.

6.2 <u>SOCCCD: Saddleback College Access Control Project, Design-Build</u> <u>Agreement, Soltek Pacific Construction</u> <u>Approve the Saddleback College Access Control project design-build</u> <u>agreement with Soltek Pacific Construction, for a total contract amount of</u> <u>\$9,900,000.</u>

Item 6.2 Exhibit A-D

On a motion made by Trustee Prendergast and seconded by Trustee Lang, this item was approved on a 7 - 0 vote.

6.3 SOCCCD: Adopt Resolution No. 18-07 to Authorize the Purchase of Hewlett Packard (HP) Computer Equipment Utilizing the National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreements Nos. MNWNC-115 and MNNVP-133 Adopt Resolution No. 18-07 to approve contracting with HP Inc. for the purchase of computers, laptops and tablets, pursuant to the Master Price Agreements Nos. MNNVP-134 and MNNVP-133, awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-001. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

Item 6.3 Exhibit A

On a motion made by Trustee Lang and seconded by Trustee Whitt, this item was approved on a 7 - 0 vote.

6.4 SOCCCD: Board Policy Revision: BP-5618 Credit by Examination, BP-5402 Associated Students' Finance, BP-5640 Service Animals, BP-3401 Animals or Pets on Campus, BP-4003 Anti-Nepotism Accept for discussion and approval policies as listed.

Item 6.4 Exhibit A-E

On a motion made by Trustee Whitt and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

6.5 SOCCCD: Board Policy Revision: BP-103 Board Membership, BP-105 Organization of the Governing Board, BP-162 Communications Among Board Members, BP-1510 Native American Graves and Repatriation Act, BP-3101.6 Real Property Management, BP-4000.4 Equal Employment Opportunity, BP-4345 Catastrophic Leave Accept for review and study policies as listed.

Item 6.5 Exhibit A-H

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

6.6 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment, Workload Banking, Revisions/Edits/Additions.

Item 6.6 Exhibit A-B A motion was made by Trustee Milchiker and seconded by Trustee Wright, to divide the item and separate B.1 and B.2 from the rest of the agenda item. The motion was approved on a 7 - 0 vote.

On a motion made by Trustee Prendergast and seconded by Trustee Whitt, the balance of agenda item 6.6 was approved on a 7 - 0 vote.

On a motion made by Trustee Prendergast and seconded by Trustee Whitt, section B.1 and B.2 was approved on a 6 - 1 vote with Trustee Lang casting a negative vote.

6.7 <u>SOCCCD: Classified Personnel Actions – Regular Items</u> Ratify New Personnel Appointments, Authorization to Eliminate Classified Positions and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

Item 6.7 Exhibit A

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a 7 - 0 vote.

<u>6.8</u> <u>SOCCCD: Revised IVC Tenure Track Hiring Authorization</u> <u>Approve the revised 2018 – 2019 faculty hiring list for Irvine Valley</u> <u>College.</u>

Item 6.8 Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 7 - 0 vote.

6.9 <u>SOCCCD: Annual Report on Fourth Year Probationary Faculty</u> <u>Recommended for Tenure</u> <u>Approve tenure for full-time faculty members who have completed the</u> <u>four-year tenure-track plan.</u>

Item 6.9 Exhibit A

Administration requested to pull agenda item 6.9 from the general action calendar. The item will be submitted for approval in May.

6.10 SOCCCD: Employment Agreement - Kathleen F. Burke, Chancellor Adopt Agreement for Employment of Dr. Kathleen F. Burke as Chancellor, South Orange County Community College District, effective July 1, 2018 through June 30, 2021.

Item 6.10

Exhibit A

On a motion made by Trustee Milchiker and seconded by Trustee Wright, this item was approved on a 7 - 0 vote.

7.0 <u>REPORTS</u>

<u>7.1</u> 	SOCCCD: Staff Response to Public Comments from Previous Board Meeting None
<u>7.2</u>	Saddleback College and Irvine Valley College: Speakers
<u>Item 7.2</u>	A listing of speakers for events and/or classes at Saddleback College and
<u>Exhibit A</u>	Irvine Valley College.
<u>7.3</u> <u>Item 7.3</u> <u>Exhibit A-C</u>	Saddleback College and Irvine Valley College: Guided Pathways Work Plan Saddleback College and Irvine Valley College Guided Pathways Work Plans, which outline the colleges' next steps and expected scale of adoption for each of the 14 key elements of the college's Guided Pathways Self-Assessment.
<u>7.4</u> Item 7.4 Exhibit A	SOCCCD: Facilities Plan Status Report. Status of current construction projects.
<u>7.5</u>	SOCCCD: Monthly Financial Status Report.
<u>Item 7.5</u>	The reports display the adopted budget, revised budget and transactions
<u>Exhibit A</u>	through March 31, 2018.
<u>7.6</u>	SOCCCD: Quarterly Investment Report
Item 7.6	Report for period ending March 31, 2018.
7.7	SOCCCD: Quarterly Financial Status Report
Item 7.7	Report for period ending March 31, 2018.

Exhibit A

<u>7.8</u> Item 7.8 Exhibit A	SOCCCD: Pension Stabilization Trust Fund Report for period ending March 31, 2018.
<u>7.9</u> Item 7.9 Exhibit A	<u>Retiree (OPEB) Trust Fund.</u> Report for period ending February 28, 2018 and March 31, 2018.
<u>7.10</u> Item 7.10 Exhibit A	Basic Aid Report Report for period ending March 31, 2018.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Item 8.0

- A. Saddleback College Academic Senate
- B. Faculty Association

Written Report

- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

ADJOURNMENT (or continuation of closed session if required): 9:00 P.M.

Meeting was adjourned at 8:18 p.m. in memory of Professor Terry Thorpe, retired faculty member at Irvine Valley College.

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Thomas M. Fallo Secretary, Board of Trustees

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	Resolutions
ACTION:	Approval

Board Resolutions are presented as a formal recognition by the Board of Trustees to honor extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. The honorees will accept their board resolution and will be recognized for their achievement at their respective college campus.

There are three resolutions being submitted to the board for approval this month.

- 1. Lori Mangels, Classified Employee Outstanding Service Award, District Services
- 2. Christine Swanson, Outstanding Classified Employee of the Year, Saddleback College
- 3. Brian Kim, Outstanding Classified Employee of the Year, Irvine Valley College

Each of the above honorees were selected by their respective work locations and honored at the CSEA classified staff luncheon on March 22, 2018.

South Orange County Community College District Board of Trustees May 21, 2018

Lori Mangels

District Services Classified Employee of the Year

hereas, Lori Mangels, a human resources specialist in district services since 2004, is recognized for offering exemplary customer service and for consistently providing excellent and generous help to her colleagues and to the public in the performance of her job; and

hereas, Lori Mangels supervises the hiring process for non-bargaining unit employees, from recruitment and hiring through background screening and orientation. She exhibits a vast knowledge of her field and a willingness to assist others – a quality appreciated by managers, who often rely on her on short notice; and

hereas, Lori Mangels is a positive, calm, and patient presence in her department, always ready to assist others and to respond quickly to a phone or email inquiry with energy and enthusiasm; and

hereas, a colleague who nominated Lori Mangels said her support and assistance are unparalleled and vital to their division's operations, and that Lori Mangels is a major reason why the division is able to offer their expansive services to the community; and

hereas, it was said of the nominee, "Lori's contributions are integral to our success. Her timely response to our needs and her support throughout our navigation of district processes and procedures, especially Workday tasks, is appreciated by us pretty much every day;" therefore

e it resolved that the board of trustees and the chancellor of the South Orange County Community College District do hereby commend and congratulate Lori Mangels for her well-deserved recognition as the District Services Classified Employee of the Year.

Timothy Jemal, President

Marcia Milchiker, Vice President

T.J. Prendergast III, Clerk

Barbara J. Jay, Member

David B. Lang, Member

James R. Wright, Member

Terri Whitt, Member

COUNTY COUNTY COMMUNITY 1967 COLLEGE DISTRICT

Evelyn Hoang, Student Member

Christine Swanson

SOUTH ORANGE COUNT

COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES May 21, 2018

Saddleback College Classified Employee of the Year

hereas, Christine Swanson, a senior administrative assistant in the division of athletics and kinesiology, is recognized for her outstanding work as Saddleback College's Classified Employee of the Year; and

hereas, Christine Swanson goes above and beyond to cheerfully complete not only her assigned duties, but also works with faculty to address their requests, while doing special events and projects; and

hereas, Christine Swanson clearly understands the meaning of success, exemplified by her willingness to aid in fundraising and student recognition events; and

hereas, Christine Swanson's peers and supervisors have witnessed her dedication to making certain that students have the best possible experience; and

hereas, Christine Swanson exhibits kindness, sincere care, and a contagious amount of positive energy; therefore

e it resolved that the board of trustees and the chancellor of the South Orange County Community College District do hereby commend and congratulate Christine Swanson for her well-deserved recognition as the Saddleback College Classified Employee of the Year.

Timothy Jemal, President

Marcia Milchiker, Vice President

T.J. Prendergast III, Clerk

Barbara J. Jay, Member

Terri Whitt, Member

David B. Lang, Member

James R. Wright, Member

Evelyn Hoang, Student Member

COUNTY COMMUNITY 1967 COLLEGE DISTRICT

Ann-Marie Gabel, Interim Chancellor

South Orange Count COMMUNITY COLLEGE DISTRICT **BOARD OF TRUSTEES** May 21, 2018 **Brian Kim** Irvine Valley College Classified Employee of the Year hereas, Brian Kim, a senior accounting specialist, is recognized for his outstanding work as Irvine Valley College's Classified Employee of the Year; and hereas, Brian Kim has provided excellent service to students, faculty and staff in his various accounting positions. He has used his superb technical skills and work ethic to introduce efficiencies within the bursar's and fiscal offices; and hereas, Brian Kim enjoys the respect of students and colleagues, and has a college-wide reputation for his outstanding qualities, including his dedication, integrity, and unparalleled accessibility; and hereas, Brian Kim has taken the time to train and serve as a role model for his staff, thus greatly contributing to organizational and student successes; and hereas, Brian Kim is an excellent communicator, effectively serving as a liaison between district services and college departments, resolving complex issues and presenting information in an effective manner, while also maintaining a pleasant and helpful demeanor when dealing with students; therefore e it resolved that the board of trustees and the chancellor of the South Orange County Community College District do hereby commend and congratulate Brian Kim for his well-deserved recognition as the Irvine Valley College Classified Employee of the Year. Timothy Jemal, President Marcia Milchiker, Vice President T.J. Prendergast III, Clerk Barbara J. Jay, Member

David B. Lang, Member

Terri Whitt, Member

James R. Wright, Member

Evelyn Hoang, Student Member

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Ann-Marie Gabel, Interim Chancellor

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** Saddleback College: New and Revised Curriculum for the 2018-19 Academic Year
- **ACTION:** Approval

BACKGROUND

Saddleback College's Curriculum Committee and Academic Senate review and approve the curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

<u>STATUS</u>

Saddleback College proposes an addition and revisions to the curriculum of the College for the 2018-19 academic year. Exhibit A includes a revised course, Exhibit B includes revised programs, and Exhibit C includes a new Certificate program. The new and revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the proposed new and revised curriculum for the 2018-19 academic year at Saddleback College as listed in Exhibits A, B, and C.

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
EI	EFSH 501	433663.10	WEARABLE ART (EI)	SAM code fr E to D

Current

Communication Studies Associate in Arts for Transfer

The curriculum in the Associate in Arts in Communication for Transfer is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers, earning the Associate degree may support attempts to gain entry-level employment in social services or promotion.

Please refer to Graduation Requirements for more information on transfer degree requirements

Program Student Learning Outcomes

Students who complete this program will be able to:

- Use enhanced awareness to describe ethical ways of interacting.
- Effectively communicate in front of audiences.
- Demonstrate proficiency in research and citation technique.
- Correctly apply communication theories to enhance the quality of their interactions in their everyday lives.

Required Courses:

SP 1	Communication Fundamentals	3
<u>SP 3*</u>	Argumentation and Debate	
SP 5	Interpersonal Communication	_3
51 5		2
Select two o	f the following courses (6 Units)	
CTVR 1	Mass Media and Society	3
or		
JRN 1	Mass Media and Society	3
CTVR 124*	Television Production I	3
MATH 10*	Introduction to Statistics	3
SP 20	Intercultural Communication	3
SP 106	Forensics Activity	3
SP 30	Introduction to Oral Interpretation	3
or		
TA 30	Introduction to Oral Interpretation	
Select one o	f the following courses or any of the	courses
not selected	above (3 Units)	
ANTH 2	Cultural Anthropology	3
ENG 1B*	Principles of Composition II	3
JRN 2	News Writing	3
PSYC 1	Introduction to Psychology	3
SOC 1	Introduction to Sociology	3

Total Units for the Major

18

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised

Communication Studies Associate in Arts for Transfer

Intended for students who wish to develop a fundamental understanding of how communication functions in their daily life and in the fabric of society. After successful completion of the transfer degree in Communication Studies, students may pursue a baccalaureate degree in such areas as teaching, public speaking, law, public relations, advertising, organizational, intercultural, and interpersonal communication. The Associate in Arts in Communication Studies for Transfer Degree may support attempts to gain entry-level employment in fields such as business, industry, government, social service, education, and law.

Program Student Learning Outcomes

Students who complete this program will be able to:

- <u>Demonstrate</u> ethical ways of interacting <u>in their</u> <u>everyday lives.</u>
- <u>Demonstrate ability to</u> effectively <u>deliver public</u> presentations before live audiences in a variety of settings.
- Apply <u>practical strategies for</u> enhancing the quality of their <u>personal and professional relationships.</u>
- <u>Demonstrate</u> ability to consume public communication critically.
- Demonstrate the ability to construct mindful messages through research and analysis of evidence whether communicated orally or in writing.

Graduation Requirements

The following is required for all AA-T or AS-T degrees:

- 1. <u>Completion of 60 semester units or 90 quarter units that</u> <u>are eligible for transfer to the California State</u> <u>University, including both of the following:</u>
 - a. <u>The Intersegmental General Education</u> <u>Transfer Curriculum (IGETC) or the California</u> <u>State University General Education-Breadth</u> <u>Requirements (CSU GE-Breadth).</u>
 - b. <u>A minimum of 18 semester units or 27 quarter</u> <u>units in a major or area of emphasis, as</u> <u>determined by the community college district.</u>
- 2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.

Course ID	Title	Units
Required C		2
SP 1	Communication Fundamentals	3
or SP 1H	Honors Communication Fundame	entals 3
<u>List A: Complete the following courses (6 Units)</u>		

<u>SP 3</u>	Argumentation and Debate	3
SP 5	Interpersonal Communication	3

List B: Select two of the following courses (6 Units)

SP 106	Forensics Activity	3
SP 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
or		
JRN 1	Mass Media and Society	3
SP 30	Introduction to Oral Interpretation	3
<u>SP 2*</u>	Persuasion	3
CTVR 124*	Television Production I	3
MATH 10*	Introduction to Statistics	3

List C: Select one of the following courses or any <u>course</u> from List B not already used (3 units)

ANTH 2	Cultural Anthropology	3
<u>or</u>		
ANTH 2H	Honors Cultural Anthropology	3
PSYC 1	Introduction to Psychology	3
<u>or</u>		
<u>PSYC 1H</u>	Honors Introduction to Psychology	3
SOC 1	Introduction to Sociology	3
ENG 25*	Introduction to Literature	3
ENG 1B*	Principles of Composition II	3
<u>or</u>		
ENG 1BH*	Honors Principles of Composition II	3
<u>ENG 70*</u>	Reasoning and College Reading	3
JRN 2*	News Writing	3
<u>SP 8</u>	Gender Communication	3
<u>SP 32*</u>	Interpreters' Theatre	3

Total Units for the Major 18

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Associate in Arts in Geography for Transfer Degree

The curriculum in the Geography program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Geography for Transfer by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education. Students who complete the Associate in Arts Degree in Geography for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer

Please refer to Graduation Requirements for more information on transfer degree requirements

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate map literacy.
 - Identify and describe a location (place) based on characteristics that distinguish them from other places on earth.
 - Identify and describe movement of geographic phenomena

Course ID	<u>Title</u>	<u>Units</u>
Required Course	<u>s (6-7)</u>	
GEOG 1	Physical Geography	3
Or		
GEOG 1	Physical Geography	
And		
GEOG 1L*	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3
Group A: Select two	to three of the following courses (6	-8
Units)		
GEOG 1L* <u>+</u>	Physical Geography Laboratory	1
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GEOG 110	Introduction to Geographic Information	on
	Systems (GIS)	2
GEOG 102	Geography Field Studies	1
GEOG 106	Field Studies of Desert Regions	1
GEOG 107	Field Studies of Mountain Areas	1
GEOG 108	Field Studies of Western North Ame	erica 2
Group B: Select two	o of the following courses or any of	the
course from Group	A not already used (6-10 Units)	
CS 1B*	Introduction to Computer Science II	5
MATH 3A*	Analytic Geometry and Calculus	5
GEOL 20	Introduction to Earth Science	4
PS 1	American Government	

Revised Associate in Arts in Geography for Transfer Degree

The curriculum in the Geography program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Geography for Transfer by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education. Students who complete the Associate in Arts Degree in Geography for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate map literacy.
- Identify and describe a location (place) based on characteristics that distinguish them from other places on earth.
- Identify and describe movement of geographic phenomena.

Graduation Requirements

The following is required for all AA-T or AS-T degrees: 1. Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following: The Intersegmental General Education a. Transfer Curriculum (IGETC) or the California State University General Education - Breadth Requirements. b. A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district. 2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis. Title Course ID Units Required Courses (6-7 Units)

equinea course		
GEOG 1	Physical Geography	3
And		
GEOG 1L	Physical Geography Laboratory	1
Or		
GEOG 1H	Honors Physical Geography	3
And		
GEOG 1L*	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3
<u>Or</u>		
GEOG 2H	Honors Cultural Geography	3

CHEM 1A*	General Chemistry	5
ANTH 2	Cultural Anthropology	3
GEOL 1	Introduction to Physical Geology	4
	Total Units for the Major	18-25

+ Course must be taken if not taken in the required core.

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

LIST A: Select two to	three <u>(6-7 Units)</u>	
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GEOG 110	Introduction to Geographic Information	
	Systems (GIS)	2
<u>Or</u>		
GIS 110	Introduction to Geographic Information	ion
	Systems (GIS)	2
GEOG 102	Geography Field Studies	1
GEOG 106	Field Studies of Desert Regions	1
GEOG 107	Field Studies of Mountain Areas	1
GEOG 108	Field Geography	2
GEOG 109	Field Studies of Coastal Regions	1
LIST B: Select two (<u>6 Units) or Any List A course not alrea</u>	dy
used		
CS 1B*	Introduction to Computer Science II	<u>3.5</u>
MATH 3A*	Analytic Geometry and Calculus	5
<u>Or</u>		
MATH 3AH*	Honors Analytic Geometry	5
GEOL 20	Introduction to Earth Science	4
CHEM 1A*	General Chemistry	5
MATH 10*	Introduction to Statistics	3
Or	_	
PSYC 44*	Statistics for Behavioral Sciences	3
ANTH 2	Cultural Anthropology	3
<u>Or</u>		
ANTH 2H	Honors Cultural Anthropology	3
	Total Units for the Major <u>19</u>	-20

 $\$ *Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Associate in Arts Degree in History for Transfer

The curriculum in the History program is designed to provide the transfer student the opportunity to achieve an Associate for Transfer (AA-T) degree in History by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education.

- 1. Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:
- (A) The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education – Breadth Requirements.
- (B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.
- 2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" or better in all courses required for the major or area of emphasis.

<u>Course ID</u>	Title U	<u>nits</u>
Required Cour	ses	
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
Group A: (6 ur	nits)	
HIST 4	World History to 1500	3
HIST 5	World History since 1500	3
Group B: Selec	ct one course from each area (6 units)	
Area 1:		
HIST 21	Women in United States History - A Multicultura	al
	Perspective	3
HIST 27	Latin America - Pre-European to Independent	
	Nationhood	3
HIST 28	Latin America - 1800 to the Present	3
HIST 29	Film and History in Latin America	
HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
Area 2:		
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 5	Anthropology of Latin American-Culture, Identit And Power	y, 3

Revised Associate in Arts Degree in History for Transfer

The curriculum in the History program is designed to provide the transfer student the opportunity to achieve an Associate for Transfer (AA-T) degree in History by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Understand the diversity of the human experience as influenced by geographical location, race, ethnicity, cultural traditions, gender and class.
- Analyze historical processes that shape individuals and communities, drawing on detailed knowledge about the history of the area under study.
- Think critically about the varieties of experience found in the historical record of the United States, exploring diversity as a critical component of history.
- Distinguish between primary and secondary sources, and understand how each are used to make historical arguments.
- Assess, use, and synthesize different kinds of evidence from a variety of historical sources to make a coherent argument about the past.
- Understand the difference between opinions and substantiated scholarly claims.
- Effectively conduct research and write a coherent historical essay or research paper that articulates a clear argument, effectively interprets multiple forms of evidence, identifies arguments in secondary historical texts, and uses appropriate citations.

Graduation Requirements

The following is required for all AA-T or AS-T degrees:

1. <u>Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:</u>

- a. <u>The Intersegmental General Education Transfer</u> <u>Curriculum (IGETC) or the California State</u> <u>University General Education – Breadth</u> <u>Requirements.</u>
- b. <u>A minimum of 18 semester units or 27 quarter units</u> in a major or area of emphasis, as determined by the community college district.
- 2. <u>Obtainment of a minimum grade point average of 2.0. Students</u> <u>must earn a "C" (or "P" Pass) or better in all courses required</u> for the major or area of emphasis.

HIST 11	Perspectives of Peace Studies	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 61	History and Politics of Russia – Soviet	
	Period to the Present	3
HIST 63	European History since 1650	3
HIST 75	Introduction to the Contemporary Middle East	3
SOC 1	Introduction to Sociology	3
SOC 2	Social Problems	3
	Total Units for the Major:	18

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Course ID	Title	<u>Inits</u>
Required Cou	rses	
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
<u>List</u> A: (6 units	5)	
HIST 4	World History to 1500	3
HIST 5	World History since 1500	3
List B: Select o	one course from each area (6 units)	
Area 1 Diversi	ity: (3 Units)	
HIST 62	European History to 1650	3
HIST 12	Revolutions and Revolts	3
HIST 21	Women in United States History - A Multicultur	al
	Perspective	3
HIST 27	Latin America - Pre-European to Independent	
	Nationhood	3
HIST 28	Latin America - 1800 to the Present	3
HIST 33	Chicano – Latino American History	3
HIST 70	History of Asia to 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
	its) Any history course or any non-history	
from the huma ANTH 2	nities or social sciences related to history.	3
Or	Cultural Anthropology	3
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 5	Anthropology of Latin America-Culture, Identity	/,
	And Power	3
HIST 11	Perspectives of Peace Studies	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 61	History and Politics of Russia – Soviet	
		~

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Total Units for the Major:

Period to the Present

HIST 63

<u>HIST 71</u>

HIST 75

SOC 1

SOC 2

European History since 1650

History of Asia since 1800

Introduction to Sociology

Social Problems

History of the Modern Middle East

3

3

3

3

3

3

18

Current Associate in Arts in Political Science for Transfer Degree

The curriculum in the Political Science program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Political Science for Transfer degree by providing the necessary breadth in the field and, an introduction to the methods used. Students who complete the Associate in Arts in Political Science for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Course ID	Title	Units
Required Cours	ses	
PS 1	American Government	3
Group A: Selec	t three courses (9 units)	
PS 10	Introduction to Political Theory	
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
MATH 10*	Introduction to Statistics	3
Group B: Select	t two of the following courses (6 units)	
ECON 2*	Principles (Macro)	3
ECON 4*	Principles (Micro)	3
ES 1	Multicultural Experience in the United States	3
ES 2	Multicultural Identities in the United States	
ES 3	Introduction to Chicana/o and Latina/o Cultures	3
HIST 75	Introduction to the Contemporary Middle Eas	t 3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
SOC 1	Introduction to Sociology	3
WS 10	Introduction to Women's Studies	3
ANTH 2	Cultural Anthropology	<u>3</u>
	Total Units for the Major	18

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised Associate in Arts in Political Science for Transfer Degree

The curriculum in the Political Science program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Political Science for Transfer degree by providing the necessary breadth in the field and, an introduction to the methods used. Students who complete the Associate in Arts in Political Science for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Graduation Requirements

The following is required for all AA-T or AS-T degrees:

- 1. <u>Completion of 60 semester units or 90 quarter units that are</u> <u>eligible for transfer to the California State University,</u> <u>including both of the following:</u>
 - a. <u>The Intersegmental General Education Transfer</u> <u>Curriculum (IGETC) or the California State</u> <u>University General Education – Breadth</u> <u>Requirements.</u>
 - b. A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.
- 2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.

Course ID	Title	<u>Units</u>
Required Cour	ses	
PS 1	American Government	3
<u>Or</u>		
<u>PS 1H</u>	Honors American Government	3
LIST A: Select	three (9 Units)	
PS 10H	Honors Political Theory	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
PS 4	Introduction to Political Science	3
MATH 10*	Introduction to Statistics	
<u>Or</u>		
<u>PSYC 44*</u>	Statistics for the Behavioral Sciences	3

LIST B: Select two (6 Units) Any LIST A course not already used.		
ECON 2*	Principles (Macro)	
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (Micro)	
<u>Or</u>		
ECON 4H*	Honors Principles of Microeconomics	3
ANTH 2	Cultural Anthropology	
<u>Or</u>		
ANTH 2H	Honors Cultural Anthropology	3
ES 1	Multicultural Experience in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	
HIST 75	History of the Modern Middle East	3
HIST 80	HIST 80 Introduction to Contemporary Africa	
<u>Or</u>		
PS 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
SOC 1	Introduction to Sociology	3
WS 10	Introduction to Women's Studies	
Or		
<u>WS 10H</u>	Honors Intro to Women's Studies	3
	Total Units for the Major	18

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Associate in Arts Degree in Psychology for Transfer

The curriculum in the Psychology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Psychology for Transfer by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework for psychology along with courses required for general education. Students who complete the Associate in Arts in Psychology for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Please refer to Graduation Requirements for more information on transfer degree requirements

Program Student Learning Outcomes

Students who complete this program will be able to:

- Compare and contrast the major theoretical perspectives in psychology.
- Differentiate psychology from pseudoscience.
- Demonstrate knowledge of basic research methods for gathering and evaluating data.
- Apply the principles of psychology to the diverse world in which they live.

Required Courses

Course ID	Title	Units

Required Co	urses	
PSYC 44* Or	Statistics for the Behavioral Sciences	3
MATH 10*	Introduction to Statistics	3
PSYC 1	Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
Group A: Sel	ect one of the following courses (4 Units)	
BIO 20	Introduction to Biology	4
PSYC 3*	Biological Psychology	4
	ect one of the following courses or any cou	rse from
	already used (3-4 Units)	
PSYC 7*	Developmental Psychology – Childhood	
	Through Adolescence	3
PSYC 30*	Social Psychology	3
SOC 1	Introduction to Sociology	3
ENG 1A*	Principles of Composition I	4
ENG 1B*	Principles of Composition II	
PHIL 12	Introduction to Logic	3

Group C: Select one of the following courses or any course from Group A or B not already used (3-4 Units)

PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 16*	Introduction to Cross-Cultural Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3

Revised Associate in Arts Degree in Psychology <u>in</u> Transfer

The curriculum in the Psychology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Psychology for Transfer by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework for psychology along with courses required for general education. Students who complete the Associate in Arts in Psychology for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Compare and contrast the major theoretical perspectives in psychology.
- Differentiate psychology from pseudoscience.
- Demonstrate knowledge of basic research methods for gathering and evaluating data.
- Apply the principles of psychology to the diverse world in which they live.

Graduation Requirements

The following is required for all AA-T or AS-T degrees:

- 1. <u>Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:</u>
 - a. <u>The Intersegmental General Education Transfer</u> <u>Curriculum (IGETC) or the California State</u> <u>University General Education – Breadth</u> <u>Requirements.</u>
 - b. <u>A minimum of 18 semester units or 27 quarter units</u> in a major or area of emphasis, as determined by the community college district.
- 2. Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.

Required Courses

Course ID	Title	<u>Units</u>
Required Cou	rses	
PSYC 44*	Statistics for the Behavioral Sciences	3
Or MATH 10*	Introduction to Statistics	3
PSYC 1	Introduction to Statistics	د ۲
<u>_Or</u>	introduction to resperiology	J
PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
Or		
<u>PSYC 2H*</u>	Honors Research Methods in Psychology	3

		2
ANTH 1	Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ECON 2*	Principles (MACRO)	3
ECON 4*	Principles (MICRO)	3
GEOG 1	Physical Geography	3
GEOG 2	Cultural Geography	3
GEOG 3	World Regional Geography	3
PHIL 1*	Introduction to Philosophy	3
PHIL 15*	Introduction to Ethics	<u>3</u>
	Total Units for the Major:	19-21

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

List A: Select	one (3-4 Units)	
BIO 20	Introduction to Biology	4
PSYC 3*	Biological Psychology	4
List B: Select	<u>one (3 Units)</u>	
PSYC 7*	Developmental Psychology – Childhood	
	Through Adolescence	3
PSYC 30*	Social Psychology	3
Or		
SOC 30*	Social Psychology	3
SOC 1	Introduction to Sociology	3
PHIL 12	Introduction to Logic	3
List C: Select of	one (3 Units) Any LIST A or B course not alrea	ady used.
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 16*	Introduction to Cross-Cultural Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3
	Total Units for the Major:	<u>19</u>

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Economics Associate in Arts

The curriculum in the Economics Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this major, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Define scarcity, and show how it relates to the concepts of choice and cost.
- Outline the role of comparative advantage in exchange.
- Describe and analyze the economy in quantitative terms using national income and employment data from the standpoint of current and constant dollars.
- Utilize the demand and supply model and use the model to critically analyze real world examples.
- Explain the role of prices in allocating goods, services and factors of production.

Course ID	Title	Units
Required Courses		
ECON 2*	Principles (MACRO)	3
ECON 4*	Principles (MICRO)	3
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 11*	A Brief Course in Calculus	5
MATH 3B*	Analytic Geometry and Calculus	
Or		
MATH 10*	Introduction to Statistics	3
	Select from Restricted Electives:	<u>4-6</u>
	Total Units for the Major:	18-22

Restricted Electives:

ACCT 1A, 1B; BUS 1, 104; CIM 1, 10; CS 1A; HIST 7, 8; MATH 3C, 24, 26; PS11/ECON 11.

Associate in Arts Degree

Complete units as described above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate in Arts Degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revision Economics Associate <u>of</u> Arts

The curriculum in the Economics Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this major, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Define scarcity, and show how it relates to the concepts of choice and cost.
- Outline the role of comparative advantage in exchange.
- Describe and analyze the economy in quantitative terms using national income and employment data from the standpoint of current and constant dollars.
- Utilize the demand and supply model and use the model to critically analyze real world examples.
- Explain the role of prices in allocating goods, services and factors of production.

Course ID	Title	<u>Units</u>
Required Courses		
ECON 2*	Principles (MACRO)	
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (MICRO)	
Or		
ECON 4H*	Honors Principles of Macroeconomics	3
<u>PS11</u>	International Political Economy	
<u>Or</u>		
ECON 11	International Political Economy	3
MATH 11*	A Brief Course in Calculus	
Or		
MATH 3A*	Analytic Geometry and Calculus	
0		
<u>Or</u>		
<u>Or</u> MATH 3AH*	Honors Analytic Geometry and	
	Honors Analytic Geometry and Calculus	5
		<u>5</u> <u>6-9</u>
	Calculus	
	Calculus Select from Restricted Electives: Total Units for the Major:	<u>6-9</u>
MATH 3AH*	Calculus Select from Restricted Electives: Total Units for the Major:	<u>6-9</u>
MATH 3AH*	Calculus Select from Restricted Electives: Total Units for the Major:	<u>6-9</u> 20-23
Restricted Electives	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting	<u>6-9</u> 20-23 4
MATH 3AH* Restricted Electives ACCT 1A ACCT 1B*	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting	<u>6-9</u> 20-23 4
MATH 3AH* Restricted Electives ACCT 1A ACCT 1B* BUS 1	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting	<u>6-9</u> 20-23 4
MATH 3AH* Restricted Electives ACCT 1A ACCT 1B* BUS 1 _Or	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting Introduction to Business	<u>6-9</u> 20-23 4 4
MATH 3AH* Restricted Electives ACCT 1A ACCT 1B* BUS 1 Or BUS 1H	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting Introduction to Business Honors Introduction to Business	<u>6-9</u> 20-23 4 4 3
MATH 3AH* Restricted Elective: ACCT 1A ACCT 1B* BUS 1 Or BUS 1H BUS 104*	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting Introduction to Business Honors Introduction to Business Business Communications	6-9 20-23 4 4 3
MATH 3AH* Restricted Elective: ACCT 1A ACCT 1B* BUS 1 Or BUS 1H BUS 104* CIM 1	Calculus Select from Restricted Electives: Total Units for the Major: Financial Accounting Managerial Accounting Introduction to Business Honors Introduction to Business Business Communications Computer Information Systems	6-9 20-23 4 4 4 3 3 4

Associate of Arts Degree

Complete units as described above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate of Arts Degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Paramedic Certificate of Achievement

The Paramedic program is designed to prepare the student for licensure as a Paramedic. It is an intense, full-time program consisting of lecture, skills lab, clinical practice, and field internship. Students must possess a current CPR-Health Care Provider Card and are also required to have a current EMT license and one-year recent work experience. Students must have or purchase malpractice insurance prior to taking PM 230*.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate entry level skills for a variety of roles at the entry-level as a Paramedic.
- Demonstrate sufficient preparation to pass the NREMT-P.
- Apply skills in didactic, psycho-motor, and affective domains needed to perform the duties as a Paramedic in the community.
- Complete the FISDAP Paramedic National Registry of Emergency Medical Technicians Advanced Level Paramedic Exam preparation.

Course ID	Title	Units
PM 220*	Paramedic Theory	14
PM 230*	Paramedic Clinical Experience	7.5
PM 240*	Paramedic Field Internship	<u>12</u>
	Total Units for the Certificate:	33.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

+ A minimum grade of "B" is required.

Accreditation

www.coaemsp.org

The Saddleback Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP). To contact CAAHEP: 1361 Park Street Clearwater, FL. 33756 www.caahep.org(link is external) To contact CoAEMSP: 8301 Lakeview Parkway, Suite 111-312 Rowlett, TX 75088 (214) 703-8845 FAX (214) 703-8992

Revision

Paramedic Certificate of Achievement

The Paramedic program is designed to prepare the student for licensure as a Paramedic. It is an intense, full-time program consisting of lecture, skills lab, clinical practice, and field internship. Students must possess a current CPR-Health Care Provider Card and are also required to have a current EMT license and one-year recent work experience. Students must have or purchase malpractice insurance prior to taking **PM 230*.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate entry level skills for a variety of roles at the entry-level as a Paramedic.
- Demonstrate sufficient preparation to pass the NREMT-P.
- Apply skills in didactic, psycho-motor, and affective domains needed to perform the duties as a Paramedic in the community.
- Complete the FISDAP Paramedic National Registry of Emergency Medical Technicians Advanced Level Paramedic Exam preparation.

Course ID	Title	<u>Units</u>
PM 220*	Paramedic Theory	14
PM 230*	Paramedic Clinical Experience	7.5
PM 240*	Paramedic Field Internship	<u>12</u>
	Total Units for the Certificate:	33.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

+ A minimum grade of "B" is required.

Accreditation

The Saddleback Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP). To contact CAAHEP: 1361 Park Street Clearwater, FL. 33756 <u>www.caahep.org(link is external)</u> To contact CoAEMSP: 8301 Lakeview Parkway, Suite 111-312 Rowlett, TX 75088 (214) 703-8845

FAX (214) 703-8992 www.coaemsp.org

The Saddleback College Paramedic Program is also regulated by the following outside agencies for accreditation and/or licensure requirements:

- <u>California Code of Regulations</u> <u>Title 22, Social Security</u> Division 9, Bro Hospital Emergency Medical S
 - Division 9. Pre-Hospital Emergency Medical Services Chapter 4. Paramedic
 - Orange County EMS Policies 250.00
 - 520.00

Current Paramedic Associate in Science

The Paramedic program is designed to prepare the student for licensure as a Paramedic. It is an intense, full-time program consisting of lecture, skills lab, clinical practice, and field internship. Students must possess a current CPR-Health Care Provider Card and are also required to have a current EMT license and one-year recent work experience. Students must have or purchase malpractice insurance prior to taking PM 230*.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate entry level skills for a variety of roles at the entry-level as a Paramedic.
- Demonstrate sufficient preparation to pass the NREMT-P.
- Apply skills in didactic, psycho-motor, and affective domains needed to perform the duties as a Paramedic in the community.
- Complete the FISDAP Paramedic National Registry of Emergency Medical Technicians Advanced Level Paramedic Exam preparation.

Course ID	Title	<u>Units</u>
PM 220*	Paramedic Theory	14
PM 230*	Paramedic Clinical Experience	7.5
PM 240*	Paramedic Field Internship	<u>12</u>
	Total Units for the Major:	33.5

 $^{*}\mbox{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

+ A minimum grade of "B" is required

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate-in Science Degree**. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Suggested coursework not required for the major: EMT 219*; HSC 217*, HSC 226*.

Accreditation

The Saddleback Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP). To contact CAAHEP: 1361 Park Street Clearwater, FL. 33756 www.caahep.org(link is external)

To contact CoAEMSP: 8301 Lakeview Parkway, Suite 111-312 Rowlett, TX 75088 (214) 703-8845 FAX (214) 703-8992 www.coaemsp.org

Revised Paramedic Associate of Science

The Paramedic program is designed to prepare the student for licensure as a Paramedic. It is an intense, full-time program consisting of lecture, skills lab, clinical practice, and field internship. Students must possess a current CPR-Health Care Provider Card and are also required to have a current EMT license and one-year recent work experience. Students must have or purchase malpractice insurance prior to taking **PM 230***.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate entry level skills for a variety of roles at the entry-level as a Paramedic.
- Demonstrate sufficient preparation to pass the NREMT-P.
- Apply skills in didactic, psycho-motor, and affective domains needed to perform the duties as a Paramedic in the community.
- Complete the FISDAP Paramedic National Registry of Emergency Medical Technicians Advanced Level Paramedic Exam preparation.

•		
Course ID	Title	<u>Units</u>
PM 220*	Paramedic Theory	14
PM 230*	Paramedic Clinical Experience	7.5
PM 240*	Paramedic Field Internship	<u>12</u>
	Total Units for the Major:	33.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

+ A minimum grade of "B" is required

Associate of Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate of Science Degree**. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

Accreditation

The Saddleback Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP). To contact CAAHEP: 1361 Park Street Clearwater, FL. 33756 www.caahep.org(link is external) To contact CoAEMSP: 8301 Lakeview Parkway, Suite 111-312 Rowlett, TX 75088 (214) 703-8845 FAX (214) 703-8992

www.coaemsp.org

The Saddleback College Paramedic Program is also regulated by the following outside agencies for accreditation and/or licensure requirements:

- <u>California Code of Regulations</u> <u>Title 22, Social Security</u> <u>Division 9. Pre-Hospital Emergency Medical Services</u> <u>Chapter 4. Paramedic</u>
- Orange County EMS Policies
 250.00
 520.00

Current

Real Estate Certificate of Achievement

This Real Estate **program** is designed to educate the student **to become** an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation.

REAL ESTATE SALESPERSON LICENSE: RE 170, RE 172, and one additional elective must be completed before enrolling for the State exam. Electives list: BUS 12, RE 174, RE 175, RE 176A, RE 178, RE 190, RE 195, RE 280. Please check with the California Department of Real Estate for any changes.

REAL ESTATE BROKER LICENSE: Five courses are required: RE 172, RE 174, RE 175, RE 176A, and RE 178. In addition, three more courses must be taken from the following list: BUS 12, RE 170, RE 176B*, RE 190, RE 195*, RE 280. Please check with the California Department of Real Estate for any changes. The 30-unit Certificate meets the Broker License examination course requirements.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam for State Real Estate Salesman or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions).
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the skills necessary to become a State Real Estate Salesman or Broker.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
RE 174	Legal Aspects of Real Estate	
RE 175	Real Estate Finance	
RE 176A	Real Estate Appraisal I	
RE 178	Real Estate Economics	
	Select from Restricted Electives	9
	Select from Specialty Courses	3
	Total Units for the Certificate:	30

Restricted Electives:

RE 176B	Real Estate Appraisal II	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 280	Mortgage Loan Brokering and Lending	3

Specialty Courses:

BUS 137	Professional Selling Fundamentals	3
RE 202	Computer Applications in Real Estate	3
RE 250	Real Estate License Preparation	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised

Real Estate Certificate of Achievement

This Real Estate <u>certificate</u> is designed to educate the student <u>and provide</u> the courses required to qualify for the California Salesperson's license exam. This certificate is geared towards the aspiring Real Estate professional, as well as investors and consumers.

Potential careers that could be obtained with this certificate include: Real Estate Salesperson (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	Select from Restricted Electives	6
	Total Units for the Certificate:	<u>12</u>

Restricted Electives: (Student select 2 courses)

Nestricteu I	Liectives. (Student Select 2 touises)	
<u>RE 174</u>	Legal Aspects of Real Estate	3
<u>RE 175</u>	Real Estate Finance	3
<u>RE 176A</u>	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
<u>RE 176C</u>	Real Estate Appraisal III Market Analysis	
	And Studies	3
<u>RE 178</u>	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
<u>RE 250</u>	Real Estate License Preparation	3
RE 280	Mortgage Loan Brokering and Lending	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current

Real Estate Associate in Science

This Real Estate **program** is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation.

REAL ESTATE SALESPERSON LICENSE: RE 170, RE 172, and one additional elective must be completed before enrolling for the State exam. Electives list: BUS 12, RE 174, RE 175, RE 176A, RE 178, RE 190, RE 195, RE 280. Please check with the California Department of Real Estate for any changes.

REAL ESTATE BROKER LICENSE: Five courses are required: RE 172, RE 174, RE 175, RE 176A, and RE 178. In addition, three more courses must be taken from the following list: BUS 12, RE 170, RE 176B*, RE 190, RE 195*, RE 280. Please check with the California Department of Real Estate for any changes. The 30-unit Certificate meets the Broker License examination course requirements.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam for State Real Estate Salesman or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions).
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the skills necessary to become a State Real Estate Salesman or Broker.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
RE 174	Legal Aspects of Real Estate	
RE 175	Real Estate Finance	
RE 176A	Real Estate Appraisal I	
RE 178	Real Estate Economics	
	Select from Restricted Electives	9
	Select from Specialty Courses	
	Total Units for the Major:	30

Restricted Electives:

RE 176B	Real Estate Appraisal II	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 280	Mortgage Loan Brokering and Lending	3

Specialty Courses:

BUS 137	Professional Selling Fundamentals	3
RE 202	Computer Applications in Real Estate	3
RE 250	Real Estate License Preparation	-3

Revised

Real Estate Associate of Science

This Real Estate program is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation. <u>To qualify to sit for the</u> <u>California Broker's license exam, eight total classes and two years of</u> <u>full-time experience are required. Please check with the California</u> <u>Department of Real Estate for any changes.</u>

Potential careers that could be obtained with this degree include: Real Estate Salesperson (residential or commercial), Real Estate Broker (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	Select Broker Option (Must take all	
	six courses)	<u>18</u>
	<u>Or</u>	
	Select Salesperson Option	12
	Total Units for the Major:	<u>18-24</u>
Broker Opti	ion (Students take all six courses)	
<u>RE 174</u>	Legal Aspect of Real Estate	3
<u>RE 175</u>	Real Estate Finance	3
<u>RE 176A</u>	Real Estate Appraisal I	3
<u>RE 178</u>	Real Estate Economics	3
<u>RE 195</u>	Property Management	3
<u>RE 190</u>	Escrow	3
Or		
Salespersor	n Option: (Students select four courses	<u>)</u>
<u>RE 174</u>	Legal Aspects of Real Estate	3
<u>RE 175</u>	Real Estate Finance	3
<u>RE 176A</u>	Real Estate Appraisal I	3
<u>RE 176B</u>	Real Estate Appraisal II	3
<u>RE 176C</u>	Real Estate Appraisal III: Market Ana	<u>lysis</u>
	And Studies	3
<u>RE 178</u>	Real Estate Economics	3
<u>RE 190</u>	Escrow	3

Associate in Science Degree

Completion of all the courses listed above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate in Science Degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

 $^{\ast}\mbox{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

<u>RE 195</u>	Property Management	3
<u>RE 202</u>	Computer Applications in Real Estate	3
<u>RE 250</u>	Real Estate License Preparation	3
<u>RE 280</u>	Mortgage Loan Brokering and Lending	3

Associate of Science Degree

Completion of all the courses listed above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate of Science Degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current

Real Estate Appraisal Certificate of Achievement

The Real Estate Appraisal **program** is designed to **prepare** students **with** educational courses needed for positions within the real estate appraisal profession and to meet the California State requirements under the Department of Business, Transportation and Housing Agency for the real estate licenses of State Licensed Real Estate Property Appraiser.

REAL ESTATE APPRAISAL LICENSE and/or CERTIFICATE: Please contact the California Office of Real Estate Appraisers.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for
 a state licensing exam for State Real Estate Appraiser.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions).
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the skills necessary to become a State Real Estate Appraiser.

Course ID	Title	Units
RE 170	Real Estate Principles	
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III	3
RE 200	Uniform Standards of Professional	
	Appraisal Practice (USPAP)	<u>1.5</u>
	Select from Specialty Courses	6
	Total Units for the Certificate:	19.5
Specialty Co	ourses:	
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 178	Real Estate Economics	

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised Real Estate Appraisal

Certificate of Achievement

The Real Estate Appraisal certificate is designed to give students an introduction to the world of Real Estate Appraisal. Many of the courses included in this certificate apply toward educational requirements needed to sit for the Bureau of Real Estate Appraisers (BREA) state exam.

Potential careers that could be obtained with this certificate include: Real Estate Appraisal Assistant.

Program Student Learning Outcomes

Students who complete this program will be able to:

- <u>Meet their career goals toward getting a job in the Real Estate</u> <u>appraisal industry.</u>
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: Understanding value, the appraisal process, property descriptions, data collection and analysis, construction terminology, approaches to value, opinion of value.

Course ID	Title	Units
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III <u>Market</u>	
	Analysis and Studies	3
RE 200	Uniform Standards of Professional	
	Appraisal Practice (USPAP)	<u>1.5</u>
	Restricted Electives:	3
	Total Units for the Certificate:	<u>13.5</u>
Restricted E	lectives:	
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
<u>RE 170</u>	Real Estate Principles	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current

Real Estate Appraisal Associate in Science

The Real Estate Appraisal **program** is designed to **prepare** students **with** educational courses needed for positions within the real estate appraisal profession and to meet the California State requirements under the Department of Business, Transportation and Housing Agency for the real estate licenses of State Licensed Real Estate Property Appraiser.

REAL ESTATE APPRAISAL LICENSE and/or CERTIFICATE: Please contact the California Office of Real Estate Appraisers.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for
 a state licensing exam for State Real Estate Appraiser.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions).
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the skills necessary to become a State Real Estate Appraiser.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III	3
RE 200	Uniform Standards of Professional	
	Appraisal Practice (USPAP)	<u>1.5</u>
	Select from Specialty Courses	6
	Total Units for the Major:	19.5

Specialty Courses:

RE 174	Legal Aspects of Real Estate	
RE 175	Real Estate Finance	
RE 178	Real Estate Economics	

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate in Science Degree**. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised Real Estate Appraisal Associate <u>of</u> Science

The Real Estate Appraisal Program is designed to prepare students with educational courses needed for positions within the Real Estate Appraisal profession and to meet the California State requirements under the Bureau of Real Estate Appraisers (BREA). Please note, the Bureau of Real Estate Appraisers requires applicable hours of experience along with qualifying coursework to sit for the state exam. Please refer to the BREA webpage for current requirements.

Potential careers that could be obtained with this degree include: Real Estate Appraiser.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career goals toward getting a job in the Real Estate appraisal industry.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: Understanding value, the appraisal process, property descriptions, data collection and analysis, construction terminology, approaches to value, opinion of value.

Course ID	Title	Units
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III <u>Market</u>	
	Analysis and Studies	3
RE 200	Uniform Standards of Professional	
	Appraisal Practice (USPAP)	1.5
<u>RE 174</u>	Legal Aspects of Real Estate	3
<u>RE 175</u>	Real Estate Finance	3
RE 170	Real Estate Principles	3
	Total Units for the Major:	19.5

Associate of Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the **Associate** <u>of</u> Science Degree. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

 $^{*}\mbox{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

New

Medical Coding Specialist Certificate of Achievement This certificate program prepares the student for employment as a medical coder and revenue cycle specialist in an acute care hospital, clinic or physician's office, long-term care facility, and other health care settings. Coders review medical records, adhere to current coding guidelines to apply accurate codes for medical diagnoses and procedures to facilitate reimbursement, analyze patient outcomes, and medical research. The Medical Coding Specialist Certificate of Achievement prepares students to take the national certification examination to become a Certified Coding Associate (CCA) offered by American Health Information Association (AHIMA) and the Certified Professional Coder (CPC) exam through the American Academy of Professional Coders (AAPC). This program provides training through didactic instruction and labs. Facilities employing coding professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, and insurance firms. Occupations:

- Coding Specialist •
- **Clinical Documentation Specialist**
- **HIM Revenue Auditor**
- Revenue Cycle Manager
- Coding Manager
- **Reimbursement and Insurance Manager**
- **Competencies:**
- Patient clinical record content, both inpatient and outpatient
- Physiological changes and altered functions in the human body resulting from disease processes.
- ICD, CPT/HCPCS diagnostic and procedural coding systems, and common coding errors.
- Diagnosis Related Groups (DRGs), Resource-Based Relative Value Scale (RBRVS), Ambulatory Payment Classifications (APCs), components of fee setting, optimizing reimbursement based on insurance specifications.
- Basic pharmacological terminology and concepts, drug categories and their uses, mechanisms of drug action, dosage forms and routes of administration.
- Data quality impact and characteristics, including validity, reliability, completeness, legibility, currency, timeliness and accessibility.
- Encoders and groupers, their benefits and limitations.
- Legal aspects of heath care, confidentiality requirements.
- Computer applications and topics related to computers in health care.

Program Student Learning Outcomes

Students who complete this program will be able to:

Use and maintain electronic applications and work 1.

- processes to support clinical classification and coding. 2. Apply diagnosis/procedure codes according to current
- nomenclature and guidelines.
- Ensure accuracy of diagnostic/procedural groupings. 3. 4. Resolve discrepancies between coded data and

su	pporting documentation.	
Course ID	Title	Units
HSC 104	Medical Terminology	3

HSC 104	Medical Terminology	3
<u>HIT 100</u>	Health Information Science	2
HSC 107*	Human Body Fundamentals	3
HSC 106	Legal and Ethical Aspects of Health Information	3
CIM 10	Introduction to Information Systems	3
Or		
CIM 1	Computer Information Systems	4
HSC 108*	Disease Processes for the Health Sciences	3
<u>HIT 109*</u>	ICD Diagnostic Coding	3
<u>HIT 110*</u>	ICD Procedure Coding	2
<u>HIT 115*</u>	CPT and Ambulatory Care Coding	3
HIT 122	Reimbursement Methodologies	3
<u>HIT 222*</u>	Advanced Coding Applications	4
	Total Units for the Certificate:	32-33

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description

ITEM: 5.4 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 4 with Advance Beauty College and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy

ACTION: Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On June 23, 2014, the Board of Trustees approved agreements with Advance Beauty College and New America Beauty Education Corp., DBA Hair California Beauty Academy through June 30, 2016, with options to renew for three additional one year terms for Cosmetology and Cosmetician (Esthetician) Education Services at Saddleback College.

On October 26, 2015, the Board of Trustees approved Amendment No. 1 with Advance Beauty College increasing the hourly rate to \$5.00.

On April 25, 2016, the Board of Trustees approved the extension of term from July 1, 2016 through June 30, 2017 via amendments for the following agreements:

- Amendment No. 1 with New America Beauty Education Corp., DBA Hair California Beauty Academy.
- Amendment No. 2 with Advance Beauty College.

On June 26, 2017, the Board of Trustees approved the extension of term from July 1, 2017 through June 30, 2018 for four agreements via the following amendments:

- Amendment No. 3 with Advance Beauty College.
- Amendment No. 2 with New America Beauty Education Corp., DBA Hair California Beauty Academy.

<u>STATUS</u>

Saddleback College requested the District renew the Cosmetology and Cosmetician contracts for both Advance Beauty College (EXHIBITS A and B), and Hair California Beauty Academy (EXHIBITS C and D), for the third one-year extension, beginning July 1, 2018 and ending June 30, 2019.

Funds are available in the college's general fund budget.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Saddleback College Amendments No. 4 with Advance Beauty College (EXHIBIT A and B), and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy (EXHIBIT C and D), to renew the Cosmetology and Cosmetician (Esthetician) agreements term for the third one-year extension, beginning July 1, 2018 and ending June 30, 2019.



AMENDMENT No. 4 TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 4 shall modify the original agreement dated July 1, 2014 and Amendments No. 1 (October 26, 2015), No. 2 (April 25, 2016), No. 3 (May 26, 2017) by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and ADVANCE BEAUTY COLLEGE referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the third and final year of one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

ADVANCE BEAUTY COLLEGE	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name: []	Print Name: Ann-Marie Gabel
Print Title: []	Print Title: Vice Chancellor, Business Services
Date:	Date:
Email & Phone:	Email & Phone: (949)582-4663



AMENDMENT No. 4 TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 4 shall modify the original agreement dated July 1, 2014 and Amendments No. 1 (October 26, 215), No. 2 (April 25, 2016), No. 3 (May 26, 2017) by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and ADVANCE BEAUTY COLLEGE referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the third and final year of one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

ADVANCE BEAUTY COLLEGE	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name: []	Print Name: Ann-Marie Gabel
Print Title: []	Print Title: Vice Chancellor, Business Services
Date:	Date:
Email & Phone:	Email & Phone: (949)582-4663



AMENDMENT No. 3 TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 3 shall modify the original agreement dated July 1, 2014 and Amendments No. 1 (April 25, 2016), and No. 2 (June 26, 2017), by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and NEW AMERICA BEAUTY EDUCATION CORP dba Hair California Beauty Academy referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the third and final year of one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

New America Beauty Education Corp dba Hair California Beauty Academy	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name:	Print Name: Ann-Marie Gabel
Print Title: []	Print Title: Vice Chancellor, Business Services
Date:	Date:
Email & Phone:	Email & Phone: (949)582-4663



AMENDMENT No. 3 TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 3 shall modify the original agreement dated July 1, 2014 and Amendments No. 1 (April 25, 2016), and No. 2 (June 26, 2017), by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and NEW AMERICA BEAUTY EDUCATION CORP dba Hair California Beauty Academy referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the third and final year of one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

New America Beauty Education Corp dba Hair California Beauty Academy	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name: []	Print Name: Ann-Marie Gabel
Print Title: []	Print Title: Vice Chancellor, Business Services
Date:	Date:
Email & Phone:	Email & Phone: (949)582-4663

ITEM: 5.5 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 3 with Saddleback Beauty Academy

ACTION: Approval

BACKGROUND

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On September 28, 2015, the Board of Trustees approved the agreement with Saddleback Beauty Academy through June 30, 2017, with the option to renew for three additional one-year terms.

On December 15, 2016, Amendment No. 1 to the agreement with Saddleback Beauty Academy updated the management contact information.

On June 26, 2017, the Board of Trustees approved the extension of term from July 1, 2017 through June 30, 2018 for Amendment No. 2 to the agreement with Saddleback Beauty Academy.

<u>STATUS</u>

Saddleback College requested the District renew the Cosmetology and Cosmetician contracts for Saddleback Beauty Academy (EXHIBITS A and B), for the second one-year extension, beginning July 1, 2018 and ending June 30, 2019.

Funds are available in the college's general fund budget.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendments No. 3 with Saddleback Beauty Academy to renew the Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for the second one-year extension, beginning July 1, 2018 and ending June 30, 2019.



AMENDMENT No. 3 TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 3 shall modify the original agreement dated October 1, 2015 and Amendments No. 1 (December 15, 2016), and No. 2 (June 26, 2017), by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and SADDLEBACK BEAUTY ACADEMY referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the second of three, one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

SADDLEBACK BEAUTY ACADEMY	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name:	Print Name: Ann-Marie Gabel
Print Title: []	Print Title: Vice Chancellor, Business Services
Date:	Date:
Email & Phone:	Email & Phone: (949)582-4663



AMENDMENT No. 3 TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES AGREEMENT AT SADDLEBACK COLLEGE

May 21, 2018

THIS AMENDMENT Number 3 shall modify the original agreement dated October 1, 2015 and Amendments No. 1 (December 15, 2016), and No. 2 (June 26, 2017), by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and SADDLEBACK BEAUTY ACADEMY referred to as "CONTRACTOR."

WHEREAS, 11.15 of the original AGREEMENT provides that modifications are permitted by mutual consent of the parties by written modification only; and

WHEREAS, Article 4.1 of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS, DISTRICT is exercising the option to renew the AGREEMENT for the second of three, one-year extensions;

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby extended from July 1, 2018 to June 30, 2019.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS HEREOF, said PARTIES have executed this Amendment as of the date first above written.

SADDLEBACK BEAUTY ACADEMY	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	
BY:	BY:	
Signature of Authorized Representative	Signature of Authorized Representative	
Print Name: []	Print Name: Ann-Marie Gabel	
Print Title: []	Print Title: Vice Chancellor, Business Services	
Date:	Date:	
Email & Phone:	Email & Phone: (949)582-4663	

ITEM: 5.6 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

- RE: SOCCCD: Saddleback College Stadium and Site Improvement Project, Assistant Division of the State Architect (DSA) Inspection Services, The Vinewood Company LLC
- **ACTION:** Approval

BACKGROUND

On July 22, 2013, the Board of Trustees approved seven firms for a pool from which to draw Division of the State Architect (DSA) Inspection Services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposal (RFP).

On August 22, 2016, the Board of Trustees approved the Saddleback College Stadium and Site Improvement design-build agreement with PCL Construction Services, Inc. for a total value of \$48,999,900.

There is a need to hire an Assistant DSA Inspector for the Saddleback College Stadium and Site Improvement project. A RFP was provided to the firms in the DSA Inspection Services pool.

<u>STATUS</u>

On April 20, 2018, staff received responses from four firms (EXHIBIT A). Members of district and college staff evaluated the proposals using an objective and measured process. Staff recommends that The Vinewood Company LLC be engaged for the Assistant DSA Inspection Services agreement (EXHIBIT B) for the Saddleback College Stadium and Site Improvement project, in the amount of \$215,100.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve The Vinewood Company LLC agreement (EXHIBIT B) for Assistant Division of the State Architect (DSA) Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$215,100.

Request for Proposals Division of the State Architect (DSA) Inspection Services Saddleback College Stadium and Site Improvement Project

South Orange County Community College District

May 21, 2018

COMPANY NAME	<u>CITY</u>	SUBMITTER'S NAME
Blue Coast Consulting	Del Mar, CA	Jason Maletic
BPI Inspection Service	Los Angeles, CA	Bob Payinda
TYR, Inc.	Costa Mesa, CA	Youssef Sobhi
*The Vinewood Company LLC	La Verne, CA	Howard E. Mason Jr.

*Recommended Firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ASSISTANT DSA INSPECTION SERVICES AGREEMENT SADDLEBACK COLLEGE STADIUM AND SITE IMPROVEMENT PROJECT THE VINEWOOD COMPANY LLC

This AGREEMENT is made and entered into this 21st day of May in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and The Vinewood Company LLC, 1854 Vinewood Street, La Verne, CA 91750 (909) 596-1045 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain DSA Inspection Services for Saddleback College Stadium and Site Improvement Project, more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. <u>Standard of Care</u>. The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. <u>Key Individual Assignment</u>. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for a project executive and an Assistant DSA Class 2 Inspector. The CONSULTANT shall designate Howard E. Mason Jr., as Project Executive, and H. Frank Behlau Jr. as an Assistant DSA Class 2 Inspector. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. **<u>Replacement of Key Individual</u>**. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume and/or interview.
- 1.5. Relationship of CONSULTANT to Other PROJECT Participants. CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) Test/Inspection Service Providers; and (d) others providing services in connection with the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements. The CONSULTANT shall be responsible for assisting the DISTRICT with generally coordinating the services of the Inspector and Test/Inspection providers during the construction phase. The CONSULTANT is not responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.
- 1.6. <u>Acceptance of Project Schedule</u>. The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. <u>Services</u>. The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment A necessary to produce a reasonably complete and accurate set of construction documents except those services provided by the DISTRICT.
- 2.2. <u>Coordination of Others</u>. The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **<u>Regulatory Compliance</u>**. The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. <u>Existing Conditions</u>. The CONSULTANT shall investigate existing conditions or facilities and make recommendations of work scope based on such conditions or facilities.
- 2.5. **Work Plan**. Work with DISTRICT to finalize project requirements:
 - a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Ensure that work scope conforms to the project plans and specifications.
 - c. CONSULTANT recognizes the scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.

2.6. <u>Preparation for Entering Construction Phase</u>.

- a. <u>Review of Design Documents</u>. The CONSULTANT shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Constructability Review</u>. Participate in the constructability review of PROJECT documents with contracting firm, DISTRICT, and College representatives.
- c. <u>Inspection Plan</u>. Prior to commencement of work, CONSULTANT will cooperate with the DISTRICT, the Resident Inspector and the Construction Manager to develop an inspection plan for the construction of the PROJECT.
- d. <u>Master Construction Schedule</u>. The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for PROJECT construction.
- 2.7. <u>Construction Phase.</u> The CONSULTANT'S services shall include but not be limited to the following tasks:
 - a. Provide DSA inspection services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the DISTRICT and Construction Manager in writing if work does not conform to contract document.
 - b. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
 - c. Maintain liaison with the Resident Inspector, A/E, Construction Manager, Testing Lab, Special Inspections Lab, DISTRICT and other regulatory agencies and governing bodies as necessary to maintain PROJECT continuity.
 - 1. Weekly, provide an ongoing and updated log of all RFI's and approved submittals
 - 2. Provide electronic copy of all inspection requests
 - i. Inspection requests shall be reviewed for conformance and signed according to project requirements
 - ii. Submittal and notice must conform to project requirements
 - iii. All utility trenches must be accompanied by a cleanly detailed sketch indicating type of utilities, points off buildings, changes in direction and depths. No backfill will be authorized without this document. This information must be on as-builts at next progress payment review.
 - iv. See DSA 103 for requirements and earthwork specifications. The General Contractor shall review the DSA 103, fill out and sign the Contractor's statement of Responsibility per CBC 1709A.
 - 3. Complete DSA 156 and discuss during weekly progress meetings

- d. Submit, on a daily basis, an activity report to the Construction Manager and Resident Inspector, including the following information:
 - 1. Activities performed by the Contractors, and areas where work is performed.
 - 2. Staffing assigned to each Contractor and Subcontractor.
 - 3. Weather conditions.
 - 4. Equipment and materials delivered to the site.
 - 5. Construction equipment and vehicles utilized.
 - 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - 7. Verbal instruction and clarifications of the work given to the Contractor.
 - 8. Inspection by representatives of regulatory agencies.
 - 9. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 - 10. List visitors to the site, titles, and reasons for visit.
 - 11. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
 - 12. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- e. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
 - 1. On the basis of on-site observations and inspections as DSA Inspector, the CONSULTANT shall keep the DISTRICT informed of the progress and quality of the work and shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract.
 - 2. Shop Drawings do not supersede DSA approved construction documents. If discrepancy, corrective action must be required.
 - 3. Deviation notices, Correction notices and CCD items will be tracked and shared during construction progress meetings.
 - 4. Deviation notice, DSA 154, will be issued for items pertaining to SS, FLS and AC that are not in compliance with the DSA approved construction documents.

- 5. The project inspection card, DSA 152 will be signed off as approved sequence occurs.
- 6. CCD A work may not be signed until after DSA approval.
- f. The CONSULTANT shall have access to the work at all times and shall spend be on site during all active construction hours maximizing the amount of time spent on the jobsite. Time spent in the inspection trailer shall be limited and may include reviewing plans in response to a specific question, meeting with the DSA Field Representative and arranging special inspections.
- g. Attend all meetings as required in contract documents and requested by DISTRICT, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
- Assist the Construction Manager and DISTRICT in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery of equipment to the job site.
- j. Submit to the Construction/Project Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
- k. Review the Contractor's Payment Requests at billing meetings.
- I. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the DISTRICT a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
- m. Assist the DISTRICT in the review of Contractor's Submittals.
- n. At completion of PROJECT, deliver all inspection records and PROJECT correspondence to the DISTRICT.
- Perform all necessary coordination to ensure timely submittals to DSA including managing "Box" activities and acting as liaison for the DISTRICT on all project close out submittals. Examples of forms CONSULTANT will include but are not limited to:
 - 1. DSA 6-PI: Project Inspector Verified Report.
 - 2. DSA 102-IC: Construction Start Notice/Inspection Card Request.
 - 3. DSA 151: Project Inspector Notifications.
 - 4. DSA 154: Notice of Deviations/Resolution of Deviations.
 - 5. DSA 155: Project Inspector Semi-Monthly Report.
 - 6. DSA 156: Commencement/Completion of Work Notification.

p. CONSULTANT will be required to have an understanding of all associated IR'S and advise Resident Inspector/DISTRICT whenever conflict might arise.

2.8. <u>Post-Construction Phase</u>.

- a. <u>Review and Transmittal of Contractor Close-Out Documents</u>. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents required by DSA. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the Contractor for measures to secure compliance with the requirements. The CONSULTANT shall deliver to the DSA box all the Contractor's close-out documents and items.
- b. <u>Consultant Project Records</u>. Within 30 days of the date of issuance of an associated work completion, the CONSULTANT shall assemble and deliver to the DISTRICT all of the PROJECT records maintained by the CONSULTANT relating to the PROJECT.
- c. <u>Contractor's Post-Construction Obligations</u>. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CONSULTANT shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CONSULTANT shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- 2.9. <u>Materials</u>. CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. <u>Additional Services</u>. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.
- 3.2. <u>Notification and Authorization</u>. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. Such services shall include:
 - a. <u>Material Project Scope Changes</u>. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including project size, quality, or complexity or material changes to the Master Construction Schedule.

- b. <u>Termination/Default of Architect or Contractor</u>. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
- c. <u>Damage or Destruction to Project</u>. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- d. <u>After Final Certificate of Payment.</u> Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
- e. <u>Other Services.</u> Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

ARTICLE 4 TERM OF SERVICES

- 4.1. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. <u>Term</u>. The construction time frame is anticipated for 14 months with a completion date of July 31, 2019. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or upon DSA close out.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice**. DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. <u>Workers Compensation and Employer's Liability</u>. Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT' S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. <u>General Liability</u>. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii

above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

- c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. <u>Statutory Workers' Compensation and Employers' Liability</u>. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
 - b. <u>Comprehensive general and auto liability</u>. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance

applicable to CONSULTANT'S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence and \$2,000,000 in the aggregate, including:

- 1. owned, non-owned and hired vehicles;
- 2. blanket contractual;
- 3. broad form property damage;
- 4. products/completed operations; and
- 5. personal injury.
- c. <u>Additional Insured</u>. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than 30 days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.3. <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the DISTRICT.
- 5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law

Coverage Amounts

5.5.

Employers Liability

Geaneral and Auto Liability

One Million dollars (\$1,000,000) \$1,000,000 per occurrence and \$2,000,000 in the aggregate

ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following lump sum prices:

a.	Preparation for Entering Construction Phase	N/A
b.	Construction Phase	\$183,838
С.	Post-Construction Phase (Close Out) and Procedure 5	\$ 26,262
d.	Reimbursable Cost	<u>\$ 5,000</u>
	TOTAL	\$215,100

- 6.2. <u>Price Inclusions</u>. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. <u>Consultant Monthly Billing Statements</u>. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Services are to be invoiced in equal monthly amounts of for Construction Phase assuming anticipated construction duration.
- 6.4. **Payment in Full**. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. <u>Reimbursable Expenses</u> incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been

pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
- Reimbursable expenses shall be expense of transportation in connection with the PROJECT;
 expenses in connection with authorized out-of-town travel; long-distance communications;
 and fees paid for securing approval of authorities having jurisdiction over the PROJECT.
 CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
- c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
- g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of
 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%
- 6.6. <u>Non Waiver of Rights</u>. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **District Payment of Contract Price**. Within30 days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.8. <u>Withholding Payment.</u> The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs,

damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

- 6.9. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. <u>Schedule Delay</u>. To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: <u>at standard hourly rates</u>. See Attachment B or as a fixed fee.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents**. Documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. <u>Electronic Copy of Documents</u>. The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. Copyright/Trademark/Patent. Not Used.
- 7.4. **Documentation**. The CONSULTANT shall provide daily reports.

ARTICLE 8 TERMINATION

- 8.1. <u>Termination for Convenience</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. <u>Termination for Cause</u>. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten days cease and terminate. In the event of such termination, the DISTRICT

may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. <u>Termination by Either Party</u>. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. <u>Suspension of Project</u>. The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. <u>Abandonment of Project</u>. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.6. **Non Payment**. The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
 - a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. <u>Consultant Compensation</u>. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. <u>Liability for District Damages</u>. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.
- 9.3. <u>Work to Continue.</u> In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. <u>District Provided Information</u>. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. <u>District Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Mary Opel, Director of ATEP

- 10.3. <u>District Notification</u>. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. <u>Tests/Inspections</u>. The DISTRICT shall retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the PROJECT as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. <u>District Consultants</u>. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. <u>Affirmative Action</u>. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. <u>Consultant Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and

the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

- 11.4. **<u>Review, Approval or Acceptance</u>**. Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for accuracy of CONSULTANT'S work.
- 11.5. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. <u>Employment with Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. <u>Independent Contractor</u>. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment**. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or

CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.11. <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, 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.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT Mary Opel Director ATEP Development South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 mopel@socccd.edu

<u>CONSULTANT</u>

Howard E. Mason Jr. Managing Member/Principal in Charge The Vinewood Company LLC

1854 Vinewood Street La Verne, CA 91750 hmason@vinewoodcompanyllc.com

<u>COPY</u>

Kim McCordl Acting Vice Chancellor, Business Services South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 kmccord@socccd.edu

- 11.14. **Severability**. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. <u>Entire AGREEMENT/Amendment</u>. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.

11.16. <u>Binding AGREEMENT</u>. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.17. Definitions

- a. <u>Associate Work</u>. The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. <u>**Contract**</u>. A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect</u>. The Architect is Steinberg Hart. References to the Architect include PCL Construction Services, Inc. and its consultants retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. <u>Site</u>. The physical area for construction and activities relating to construction of the PROJECT.
- g. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. <u>Substantial Completion</u>. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. <u>Final Completion</u>. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

CONSULTANT

DISTRICT

South Orange County Community

The Vinewood Company LLC College District

Howard E. Mason Jr. Managing Member/Principal In Charge Kim McCord Acting Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment AProposalAttachment BCriteria and Billing for Extra Work

ATTACHMENT A PROPOSAL

N/A

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

- 1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
 - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
 - b. Provide inspection services that are beyond allowable daily hours.
- 2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
- 3. Providing services made necessary by the default of the contractor.
- 4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

Consultant Services	<u>Fee Per Hour</u>
DSA Inspector	\$77.93

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

<u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: Dr. Jim Buysse, Interim President, Saddleback College Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
4/13/2018 9:30 AM – 11:35 am Laguna Woods Village Performing Arts Center	Dr. Greg Jenks Dorothy Marie Lowry Lecture Series, Emeritus Institute	Cara Horowitz	Climate Change, California and the Law	Revised Amount \$250.00 (prior amount \$100.00)
4/18/2018 5:00 PM – 6:00 PM SM 313	Brittany Poloni / Earth Week Event	Derek Sabori	Sustainable Fashion	ASG Funds \$300.00

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year
- **ACTION:** Approval

BACKGROUND

Irvine Valley College's (IVC) Curriculum Committee and Academic Senate review and approve curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

<u>STATUS</u>

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2019-2020 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-2020 academic year at IVC.

New

Business Information Worker COA

The Business Information Worker Certificate of Achievement provides knowledge and skills demanded in today's workplace. Skills include Keyboarding Proficiency, Microsoft Windows, Microsoft Word, Microsoft Excel, Microsoft Outlook, Information Systems – Basics, Business Communications, and Human Relations/Customer Service. With a solid foundation in Microsoft Windows and Office, as well as strong digital and web literacy skills, the Business Information Worker brings efficiency and productivity to the workplace. Completion of the BIW Certificate also brings indispensable critical thinking, problem solving, and interpersonal skills to the work environment. Students who complete the BIW Certificate are prepared for entry-level positions in a variety of fields, such as general office clerks, retail salespersons, customer service representatives, receptionists, and information clerks.

Program Student Learning Outcomes

Upon successful completion of the Certificate of Achievement in Business Information Worker, students should be able to:

- Produce basic business correspondence and reports with appropriate formatting using Word
- Maintain an office calendar for one or more individuals
- Develop simple spreadsheets with charting
- Discuss computer equipment and programming systems needs and troubleshoot basic computer problems
- Students should be prepared to communicate, make informed decisions, and handle personnel problems in office environments

Upon completion of the Associate in Arts in Psychology students will be able to:

- List and describe the national, regional, and local psychological organizations which serve as informational resources and offer student memberships.
- State they were well-prepared to succeed in upper division coursework at their transfer university.
- Present a paper and/or a poster describing their psychological research study. A given presentation will take place in front of a classroom and/or at a local, regional, or national psychology conference and will conform to American Psychological Association (APA) presentation guidelines.
- Identify the most appropriate statistical procedure, given different research scenarios.
- Demonstrate knowledge of proper content and formatting for an APA style manuscript.
- Use Statistical Package for the Social Sciences (SPSS) statistical software to perform the basic descriptive and inferential statistical procedures taught in introductory statistical courses.
- Describe several occupations within the field of psychology and the academic pathways leading to those occupations.
- Demonstrate knowledge of psychology's different perspectives.
- Cite and interpret current research evidence for alternative positions regarding key psychological issues.

Course ID	Title	Units
Complete the foll	owing courses:	
CIM 103	Introduction to Windows	1.5
CIM 107	Introduction to Personal Computer	3
	Applications	
CIM 112.1	Spreadsheets I	1.5
CIM 112.2	Spreadsheets II	1.5
CIM 201B	Introduction to Computers, Keyboarding, and	1
	Word II	
CIM 201C	Introduction to Computers, Keyboarding, and	1
	Word Processing III	
CIM 209	Introduction to Outlook	0.5
CIM 210.1	Word Processing I	1
CIM 210.2	Word Processing II	1.5

MGT 104	Business Communications	3
MGT 125	Organizational Behavior	3

Total

18.5

Current Geography Associate in Arts for Transfer

The AA-T degree in Geography is designed specifically for students majoring in Geography who plan on transferring to a Cal State University to complete the BA/BS degree in Geography.

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Geography for Transfer (AA-T in Geography), students will be able to:

- Identify and demonstrate an understanding of "Five Themes of Geography."
- Demonstrate an understanding of Earth's physical landscape, human activities, and how they shape each other at various scales over time.

	Total	19-23
ANTH 2	Cultural Anthropology	3
GEOL 1	Physical Geology	4
GEOG 20	Global Environmental Problems	3
Complete 6-7	units from List B:	
GEOG 102	Geography Field Studies-Western Unites States	2
GEOG 12	Introduction to Geographic Information Systems	s 2
GEOG 10	Introduction to Weather and Climate	3
GEOG 38	California Geography	3
GEOG 3	World Regional Geography	3
Complete 6-7	units from the following List A:	
GEOG 2	Cultural Geography	3
GEOG 1L	Physical Geography Laboratory	1
GEOG 1	Physical Geography	3
Core Courses:		
Course ID	Title	Units

Revised Geography Associate in Arts for Transfer

Geography is the academic discipline which studies the earth and its people in their many mutual relationships and regional variations. Geography students examine a broad range of topics— from the physical nature of the earth's surface and atmosphere to the varied human activities which interrelate with the physical environment and result in a distinct spatial imprint on the land. Upon completion of the Associate in Arts in Geography for Transfer, students will be able to demonstrate an understanding of Earth's complex physical landscape, human activities and how they shape each other at various scales over time. The use of the "Five Themes of Geography" provide students with a framework to study these diverse human and physical landscapes and processes. As a result of its interdisciplinary nature, geography is an outstanding discipline for students who wish to integrate the physical and social sciences

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Geography for Transfer (AA-T in Geography), students will be able to:

- Identify and demonstrate an understanding of "Five Themes of Geography."
- Demonstrate an understanding of Earth's physical landscape, human activities, and how they shape each other at various scales over time.

Course ID	Title	Units
Core Courses:		
GEOG 1	Physical Geography	3
GEOG 1L	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3
List A: Select two	to three courses (6-9 units)	
GEOG 3	World Regional Geography	3
	OR	
GEOG 3H	World Regional Geography Honors	3
GEOG 38	California Geography	3
GEOG 10	Introduction to Weather and Climate	3
	OR	
GEOG 10H	Introduction to Weather and Climate Honors	3
GEOG 12	Introduction to Geographic Information Systems	2
GEOG 102	Geography Field Studies-Western Unites States	2
List B: Select two	courses (6 units). Any List A course not already use	ed
GEOG 20	Global Environmental Problems	3
ANTH 2	Cultural Anthropology	3
	OR	
ANTH 2H	Cultural Anthropology Honors	3

Total

19-22

Current

Psychology Associate in Arts

Psychology courses at Irvine Valley College provide academic instruction in basic psychological concepts, theories, terminology and research methods, and promote students' life skills, personal growth and interpersonal effectiveness. Students majoring in psychology at the lower division level focus on understanding human personality and behavior, cognition, and emotions, as well as researching psychological issues of current concern. The critical insight that psychology requires makes this major especially appropriate for those considering careers in any of the helping professions, teaching, or behavioral research; or for those seeking a widely applicable liberal arts background.

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Psychology students will be able to:

- List and describe the national, regional, and local psychological organizations which serve as informational resources and offer student memberships.
- State they were well-prepared to succeed in upper division coursework at their transfer university.
- Present a paper and/or a poster describing their psychological research study. A given presentation will take place in front of a classroom and/or at a local, regional, or national psychology conference and will conform to American Psychological Association (APA) presentation guidelines.
- Identify the most appropriate statistical procedure, given different research scenarios.
- Demonstrate knowledge of proper content and formatting for an APA style manuscript.
- Use Statistical Package for the Social Sciences (SPSS) statistical software to perform the basic descriptive and inferential statistical procedures taught in introductory statistical courses.
- Describe several occupations within the field of psychology and the academic pathways leading to those occupations.
- Demonstrate knowledge of psychology's different perspectives.
- Cite and interpret current research evidence for alternative positions regarding key psychological issues.

Course ID	Title	Units
Complete the	following courses:	
PSYC 1	Introduction to Physical Anthropology	3
PSYC 2	Research Methods in Psychology	3
PSYC 10	Statistical Methods in the Behavioral Sciences	3

Choose one course in each of the following categories:

Category A		
PSYC 3	Physiological Psychology	3
PSYC 7	Developmental Psychology-Childhood and	3
	Adolescence	
PSYC 6	Developmental Psychology- Lifespan	3
Category B		
PSYC 32	Psychology of Personality	3
PSYC 37	Abnormal Behavior	3
PSYC 13	Psychology of Reasoning and Problem Solving	3
PSYC 33	Psychology of Adjustment	3
Category C		
PSYC 5	Psychological Aspects of Human Sexuality	3
PSYC 20	The Psychology of Gender	3
PSYC 30	Social Psychology	3

ANTH 2	Cultural Anthropology	3
BIO 5	Animal Biology	4
BIO 12	Human Physiology	4
CHEM 1A	General Chemistry I	5
MATH 9	Finite Mathematics	3
PHIL 1	Introduction to Philosophy	3
PSYC 100	Psychology as a Major and a Profession	1.5
SOC 1	Introduction to Sociology	3

Total

18

See next page

Revised

Psychology Associate in Arts

Students majoring in psychology at the lower division level focus on understanding human personality and behavior, cognition, and emotions, as well as researching psychological issues of current concern. The critical insight that psychology requires makes this major especially appropriate for those considering careers in any of the helping professions, teaching, or behavioral research; or for those seeking a widely applicable liberal arts background.

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Psychology, students will be able to:

- List and describe the national, regional, and local psychological organizations which serve as informational resources and offer student memberships.
- State they were well-prepared to succeed in upper division coursework at their transfer university.
- Present a paper and/or a poster describing their psychological research study. A given presentation will take place in front of a classroom and/or at a local, regional, or national psychology conference and will conform to American Psychological Association (APA) presentation guidelines.
- Identify the most appropriate statistical procedure, given different research scenarios.
- Demonstrate knowledge of proper content and formatting for an APA style manuscript.
- Use Statistical Package for the Social Sciences (SPSS) statistical software to perform the basic descriptive and inferential statistical procedures taught in introductory statistical courses.
- Describe several occupations within the field of psychology and the academic pathways leading to those occupations.
- Demonstrate knowledge of psychology's different perspectives.
- Cite and interpret current research evidence for alternative positions regarding key psychological issues.

Course ID	Title	Units
Complete the follo	owing courses required core courses :	
PSYC 1	Introduction to Psychology	3
	OR	
PSYC 1H	Introduction to Psychology Honors	3
PSYC 2	Research Methods in Psychology	4
PSYC 10	Statistical Methods in the Behavioral Sciences	3
	OR	
PSYC 10H	Statistical Methods in the Behavioral Sciences	3
	Honors	
	OR	
ECON 10	Statistics for Business and Economics	3
	OR	
ECON 10H	Statistics for Business and Economics Honors	3
	OR	
MGT 10	Statistics for Business and Economics	3
	OR	
MGT 10H	Statistics for Business and Economics Honors	3
	OR	
MATH 10	Introduction to Statistics	3
Category A- Com	plete 3-4 units from the following:	
PSYC 3	Physiological Psychology	3
	OR	
PSYC 3H	Physiological Psychology Honors	3
PSYC 3	Physiological Psychology	3
	AND	

PSYC 3L	Physiological Psychology Lab	1
PSYC 3H	Physiological Psychology Honors	3
	AND	
PSYC 3L	Physiological Psychology Lab	1
PSYC 6	Developmental Psychology- Lifespan	3
PSYC 7	Developmental Psychology-Childhood and	3
	Adolescence	
	OR	
HD 7	Developmental Psychology-Childhood and	3
	Adolescence	
Category B- Co	mplete 3 units from the following:	
PSYC 9	Introduction to Cognition	3
PSYC 11	Introduction to Language Acquisition	3
PSYC 13	Psychology of Reasoning and Problem Solving	3
	OR	
PSYC 13H	Psychology of Reasoning and Problem Solving	3
	Honors	
PSYC 32	Psychology of Personality	3
PSYC 33	Psychology of Adjustment	3
PSYC 37	Abnormal Behavior	3
00/0 07/1	OR	
PSYC 37H	Abnormal Behavior Honors	3
Category C- Co	mplete 2-3 units from the following:	
PSYC 5	Psychological Aspects of Human Sexuality	3
FJICJ	OR	5
PSYC 5H	Psychological Aspects of Human Sexuality	3
	Honors	
PSYC 20	The Psychology of Gender	3
PSYC 30	Social Psychology	3
	OR	
SOC 30	Social Psychology	3
PSYC 15A	Faculty Mentored Independent Research in	2
	Psychology A	
PSYC 115B	Faculty Mentored Independent Research in	2
	Psychology B	
PSYC 100	Psychology as a Major and a Profession	1.5
Recommended	electives:	
ANTH 2	Cultural Anthropology	3
	OR	
ANTH 2H	Cultural Anthropology Honors	3
BIO 5	Animal Biology	4
BIO 12	Human Physiology	4
CHEM 1A	General Chemistry I	5
PHIL 1	Introduction to Philosophy	3
SOC 1	Introduction to Sociology	3
	OR	
SOCI 1H	Introduction to Sociology Honors	3
	Total	18-20
	10101	10 20

Current Psychology Associate in Arts for Transfer

Students majoring in psychology at the lower-division level focus on understanding human personality and behavior, cognition, and emotions, as well as researching psychological issues of current concern. The critical insight that psychology requires makes this major especially appropriate for those considering careers in any of the helping professions, teaching, or behavioral research; or for those seeking a widely applicable liberal arts background.

Program Student Learning Outcomes

Course ID	Title	Units
Complete the following courses:		
PSYC 1	Introduction to Physical Anthropology	3
PSYC 2	Research Methods in Psychology	3
PSYC 10	Statistical Methods in the Behavioral Sciences	3
Complete the fo	llowing course:	
PSYC 3	Physiological Psychology	3
Complete one c	ourse (3 or more units) from the following:	
PSYC 7	Developmental Psychology-Childhood	3
	and Adolescence	
PSYC 30	Social Psychology	3
PSYC 6	Developmental Psychology- Lifespan	3
PSYC 100	Psychology as a Major and a Profession	1.5
Complete one c	ourse (3 or more units) from the following:	
PSYC 5	Psychological Aspects of Human Sexuality	3
PSYC 13	Psychology of Reasoning and Problem Solving	3
PSYC 32	Psychology of Personality	3
PSYC 37	Abnormal Behavior	3
PSYC 33	Psychology of Adjustment	3

Total

18

See next page

Revised Psychology Associate in Arts for Transfer

Students majoring in psychology at the lower-division level focus on understanding human personality and behavior, cognition, and emotions, as well as researching psychological issues of current concern. The critical insight that psychology requires makes this major especially appropriate for those considering careers in any of the helping professions, teaching, or behavioral research; or for those seeking a widely applicable liberal arts background.

Program Student Learning Outcomes

Upon completion of the AA-T in Psychology, students will be able to:

- Articulate the psychological perspective on human behavior (an ability to describe how Psychology is similar to and different from other social sciences).
- Articulate the role of psychological research methods in society (an ability to compare and contrast methods of psychological research).
- Define and illustrate key psychological concepts (an ability to define and illustrate the following psychological concepts: human personality and behavior, cognition, and emotions).
- Communicate effectively about psychology (an ability to express ideas in a clear and coherent manner in writing, and/or in oral presentation).
- Understand how the science of psychology produces knowledge about human personality and behavior, cognition, and emotions (an ability to describe and to apply the psychological perspective to understanding human personality and behavior, cognition, and emotions).

Cour	se ID	Title	Units
Сс	omplete the follo	owing courses required core courses :	
PS	YC 1	Introduction to Psychology	3
		OR	
PS	YC 1H	Introduction to Psychology Honors	3
PS	YC 2	Research Methods in Psychology	4
PS	YC 10	Statistical Methods in the Behavioral Sciences	3
		OR	
PS	YC 10H	Statistical Methods in the Behavioral Sciences	3
		Honors	
M	ATH 10	Introduction to Statistics	3
		OR	
EC	CON 10	Statistics for Business and Economics	3
		OR	
EC	CON 10H	Statistics for Business and Economics Honors	3
		OR	
M	GT 10	Statistics for Business and Economics	3
		OR	
М	GT 10H	Statistics for Business and Economics Honors	3
Lis	st A- Complete a	the following courses:	
PS	YC 3	Physiological Psychology	3
		OR	
PS	SYC 3H	Physiological Psychology Honors	3
Lis	st B- Complete :	3 units from the following:	
PS	SYC 6	Developmental Psychology- Lifespan	3
PS	YC 7	Developmental Psychology- Childhood and	3
		Adolescence	
		OR	

HD 7	Developmental Psychology- Childhood and	3
	Adolescence	
PSYC 30	Social Psychology	3
	OR	
SOC 30	Social Psychology	3
PSYC 100	Psychology as a Major and a Profession	1.5
List C- Complete 3	B units from the following or any List B courses not a	lready
used		
PSYC 3L	Physiological Psychology Lab	1
PSYC 5	Psychological Aspects of Human Sexuality	3
	OR	
PSYC 5H	Psychological Aspects of Human Sexuality	3
	Honors	
PSYC 9	Introduction to Cognition	3
PSYC 13	Psychology of Reasoning and Problem Solving	3
	OR	
PSYC 13H	Psychology of Reasoning and Problem Solving	3
	Honors	
PSYC 15A	Faculty Mentored Independent Research in	2
	Psychology A	
PSYC 32	Psychology of Personality	3
PSYC 33	Psychology of Adjustment	3
PSYC 37	Abnormal Behavior	3
	OR	
PSYC 37H	Abnormal Behavior Honors	3
PSYC 115B	Faculty Mentored Independent Research in	2
	Psychology B	

Total

19-22.5

New

Social Justice Associate in Arts for Transfer

Social Justice focuses on analyzing and challenging systems of oppression, seeking to understand both the social and historical forces that have perpetuated social inequality. Social Justice studies seeks to promote justice, cultural diversity, critical thought, democracy, and inclusiveness. The subject arena ranges from race & ethnicity, women & gender issues, lesbian, gay, bisexual, & transgender (LGBT) studies, social class issues, disability issues, and other related areas including the intersection of these areas of study, primarily in U.S. context, with relevant linkages to global systems of oppression. Courses offered in the curriculum may be taken to fulfill general education requirements in the social sciences; and they may be applied toward a major in Social Justice for the Associate of Arts in Social Justice for Transfer. In studying Social Justice, students develop an understanding of the cultural and social influences that interact in the world and that affect people's lives. Thus those who are considering careers in such professions as law, business, education, architecture, medicine, social work, politics, public administration, or related areas will find that the Social Justice major provides a rich fund of knowledge directly concerning each of these fields.

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Geography for Transfer (AA-T in Geography), students will be able to:

- Identify and demonstrate an understanding of "Five Themes of Geography."
- Demonstrate an understanding of Earth's physical landscape, human activities, and how they shape each other at various scales over time.

Course ID	Title	Units
Required Core	e: (9 Units)	
SOC 19	The Sociology of Sex and Gender	3
	AND	
SOC 20	Race and Ethnic Group Relations	3
	AND	
SOC 1	Introduction to Sociology	3
	OR	
SOC 1H	Introduction to Sociology Honors	3
	OR	
SOC 2	Social Problems	3

List A: Select three courses from at least two of the following areas (9-14 units) Area 1: History or Government (3 units)

Area 1. History of Government (3 units)			
	AJ 2	Introduction to Administration of Justice	3
	AJ 8	Juvenile Law and Procedures	3
	HIST 30	History of Ethnicity and Culture in the United	3
		States	
	HIST 33	The History of the Mexican American People	3
	HIST 40	The History of East Asia Before 1800	3
	HIST 41	The History of East Asia Since 1800	3
	HIST 51	Women in American History	3
		OR	
	HIST 51H	Women in American History Honors	3
	PS 1	American Government	3
		OR	
	PS 1H	American Government Honors	3
Area 2: Arts and Humanities (3-5 units)			
	CHI 1	Beginning Chinese I	5
	CHI 2	Beginning Chinese II	5
	FR 1	Beginning French I	5
		OR	

	Total	18-23
GS 20	Gender and Contemporary Society	3
	Studies	
GS 10	Introduction to Women, Gender, and Sexuality	3
Area 5: Maior P	Preparation (3 units)	
PSYC 10H	Statistical Methods in the Behavioral Sciences Honors	3
	OR	2
PSYC 10	Statistical Methods in the Behavioral Sciences	3
PSYC 2	Research Methods in Psychology	4
MATH 10	Introduction to Statistics	3
MGT 10H	OR Statistics for Business and Economics Honors	3
MGT 10	Statistics for Business and Economics	3
ECON 10H	Statistics for Business and Economics Honors	3
ECON IU	OR	3
Area 4: Quantit ECON 10	ative Reasoning and Research Methods (3-4 units) Statistics for Business and Economics	2
500 10		5
SOC 10	System Introduction to Marriage and Family	3
SOC 3	Global Sociology: Change in the Modern World	3
SOC 30	Social Psychology	3
	OR	2
PSYC 30	Social Psychology	3
ANTH 2H	Cultural Anthropology Honors	3
	OR	
ANTH 2	Cultural Anthropology	3
Area 3: Social S	cience (3 units)	
JA 2H	Beginning Japanese II Honors	5
JA Z	Beginning Japanese II OR	5
JA 1H JA 2	Beginning Japanese I Honors	5 5
	OR	-
JA 1	Beginning Japanese I	5
HUM 27	World Religions	3
HUM 22	Introduction to Judaism, Christianity, and Islam	3
HUM 21	Introduction to Asian Religions	3
HUM 20	Religion and the Quest for Meaning	3
FR 2	Beginning French II	5
FR 1H	Beginning French I Honors	5

Current Theatre Arts Associate in Arts

The theatre curriculum at Irvine Valley includes courses in acting, directing, theatre production and theatre design. Theatre students are encouraged to participate in a variety of theatrical performances, among them dramas, comedies and musical theatre. The Department of Theatre emphasizes the development of the many and various skills required in the theatre—including stagecraft, lighting, costuming, production and video production. The curriculum also includes courses in theatre appreciation, voice and diction, and singing. Students majoring in theatre arts concentrate on developing the expressive, interpretive, artistic and practical skills fundamental to the production of various types of dramatic literature. Students who wish to complete an Associate in Arts degree in theatre may select one of the following three options to fulfill the major requirement: (1) Theatre Arts; (2) Theatre Arts, Acting Emphasis; or (3) Theatre Arts, Technical Theatre Emphasis

Program Student Learning Outcomes

Upon completion of the AA in Theater Arts, students will be able to:

- Construction theatrical elements.
- Manage a theatrical production.
- Apply fundamentals of theatrical design.

Course ID	Title	Units
First Semester		
Complete the following courses:		
TA 1	Acting	3
TA 10	Musical Theatre Workshop	3
TA 35	Voice and Diction	3
Complete one of t	he following categories:	
TA 15	Rehearsal and Performance: Drama	2
TA 15A, 15B	Rehearsal and Performance: Drama	1
TA 16	Rehearsal and Performance: Comedy	2
TA 16A, TA 16B	Rehearsal and Performance: Comedy	1
TA 17	Rehearsal and Performance: Mixed Genres	2
TA 17A, TA 17B	Rehearsal and Performance: Mixed Genres	1
TA 18	Rehearsal and Performance-Dance	2
TA 18A, TA 18B	Rehearsal and Performance-Dance	1
TA 19	Rehearsal and Performance: Musical Theatre	2
TA 19A, TA 19B	Rehearsal and Performance: Musical Theatre	1
TA 142A, TA 142B	, TA 142C Scenic Production	1-3

Second Semester

TA 2	Beginning Scene Study	3
TA 15	Rehearsal and Performance: Drama	2
TA 15A, 15B	Rehearsal and Performance: Drama	1
TA 16	Rehearsal and Performance: Comedy	2
TA 16A, TA 16B	Rehearsal and Performance: Comedy	1
TA 17	Rehearsal and Performance: Mixed Genres	2
TA 17A, TA 17B	Rehearsal and Performance: Mixed Genres	1
TA 18	Rehearsal and Performance-Dance	2
TA 18A, TA 18B	Rehearsal and Performance-Dance	1
TA 19	Rehearsal and Performance: Musical Theatre	2
TA 19A, TA 19B	Rehearsal and Performance: Musical Theatre	1
Third Semester		
TA 2		2

TA 3	Advanced Scene Study	3
TA 15	Rehearsal and Performance: Drama	2

TA 15A, 15B	Rehearsal and Performance: Drama	1
TA 16	Rehearsal and Performance: Comedy	2
TA 16A, TA 16B	Rehearsal and Performance: Comedy	1
TA 17	Rehearsal and Performance: Mixed Genres	2
TA 17A, TA 17B	Rehearsal and Performance: Mixed Genres	1
TA 18	Rehearsal and Performance-Dance	2
TA 18A, TA 18B	Rehearsal and Performance-Dance	1
TA 19	Rehearsal and Performance: Musical Theatre	2
TA 19A, TA 19B	Rehearsal and Performance: Musical Theatre	1
Complete one of the	following courses:	
TA 20	Theatre Appreciation: Classical Overview	3
TA 21	Theatre Appreciation: Contemporary	3
TA 25	Great Plays: Primitive to Renaissance	3
TA 26	Great Plays: Renaissance to Contemporary	3
Complete one of the	following courses:	
TA 40	Introduction to Theatre Design	3
TA 43	Scenic Design for the Theatre	2
TA 41	State Lighting Design	3
Fourth Semester		
TA 43	Stage Makeup	1
TA 15	Rehearsal and Performance: Drama	2
TA 15A, 15B	Rehearsal and Performance: Drama	1
TA 16	Rehearsal and Performance: Comedy	2
TA 16A, TA 16B	Rehearsal and Performance: Comedy	1
TA 17	Rehearsal and Performance: Mixed Genres	2
TA 17A, TA 17B	Rehearsal and Performance: Mixed Genres	1
TA 18	Rehearsal and Performance-Dance	2
TA 18A, TA 18B	Rehearsal and Performance-Dance	1
TA 19	Rehearsal and Performance: Musical Theatre	2
TA 19A, TA 19B	Rehearsal and Performance: Musical Theatre	1

Total

25-31

See next page

Revised

Theatre Arts Associate in Arts

This degree offers students a broad range of specialized courses. This additional breadth is appropriate for students seeking transfer to bachelor degree programs where admission is highly competitive. All students completing this degree will take courses in six key areas: history and cultural traditions of theater, acting technique, performance procedures, stage design or stage management, production crew, and shop work. Examples of specialized coursework include vocal skills, musical theater, audio production, costume construction, stage management and contemporary theater history and criticism. By developing skills used across many forms of live entertainment, students build a portfolio of employable skills applicable to professions such as live entertainment technician, production manager, actor, singer, and dancer. Students will have the opportunity to participate in live performances on stage and as a member of the production crew. Students will spend time in the IVC theater shops learning how to build scenery and costumes. However, specific entry level employment opportunities may require additional education or experience.

	ops learning how to build scenery and costumes. Howeve employment opportunities may require additional edu	
	udent Learning Outcomes oletion of the AA in Theater Arts, students will be able to Perform a role in a theatrical production. Construct theatrical elements. Manage a theatrical production. Apply fundamentals of theatrical design. Analyze current practice in a historical and cultural conte	
	d Cultural Traditions of Theater: Classical (3 units) one of the following courses: Theatre Appreciation: Classical Overview	3
	OR	
TA 22	Introduction to Theater	3
	OR	
TA 25	Great Plays: Primitive to Renaissance OR	3
TA 25H	Great Plays: Primitive to Renaissance Honors	3
	d Cultural Traditions of Theater: Contemporary (3 units) one of the following courses:	
TA 21	Theatre Appreciation: Contemporary OR	3
TA 26	Great Plays: Renaissance to Contemporary	3
	OR	
TA 26H	Great Plays: Renaissance to Contemporary Honors	3
Acting Tee	chnique (3 units)	
-	one of the following courses:	
TA 1	Acting	3
	OR	
TA 8	Advanced Acting	3
	OR	
TA 12	Directing	3
Rehearsal	and Performance Procedures	
Complete	2 units from the following courses:	
TA 15	Rehearsal and Performance: Drama	2
	OR	
TA 15A	Introduction to Rehearsal and Performance:	1
	Drama	
	AND	
TA 15B	Continuation of Rehearsal and Performance:	1

	Drama	
TA 16	Rehearsal and Performance: Comedy	2
	OR	-
TA 16A	Introduction to Rehearsal and Performance:	1
	Comedy	
	AND	
TA 16B	Continuation of Rehearsal and Performance:	1
	Comedy	
TA 17	Rehearsal and Performance: Mixed Genres OR	2
TA 17A	Introduction to Rehearsal and Performance:	1
	Mixed Genres	
	AND	
TA 17B	Continuation of Rehearsal and Performance:	1
	Mixed Genres	
TA 18	Rehearsal and Performance: Dance	2
	OR	
TA 18A	Introduction to Rehearsal and Performance:	1
	Dance	
	AND	
TA 18B	Continuation of Rehearsal and Performance:	1
	Dance	
TA 19	Rehearsal and Performance: Musical Theater	2
	OR	
TA 19A	Introduction to Rehearsal and Performance:	1
	Musical Theater	
	AND	
TA 19B	Continuation of Rehearsal and Performance:	1
	Musical Theater	
Production Crew	1	
	, f the following courses:	
TA 51	Stage Management Practicum	1
TA 53	Advanced Stage Management	3
TA 61	Theater Crew: Scenic	1
TA 62	Theater Crew: Costume	1
TA 63	Theater Crew: Lighting	1
TA 64	Theater Crew: Audio/Video	1
Stage Design and	d Stage Management	
Complete one of	f the following courses:	
TA 40	Introduction to Theatre Design	3
TA 41	State Lighting Design	3
TA 42	Costume Design	3
TA 43	Scenic Design for the Theatre	2
TA 47	Sound Reinforcement for Live Entertainment	3
TA 49	Stage Makeup Design	3
TA 52	Stage Management Seminar	3
Production Shop Complete 2 or 3) units from the following courses:	
-	-	~
TA 44	Stagecraft	3
TA 45	Scene Painting	3
TA 71		
TA 70	Costume Sewing	1
TA 72	Costume Sewing Costume Sewing and Production	1 2

IRVINE VALLEY COLLEGE NEW, REVISED AND DELETED PROGRAMS ACADEMIC YEAR 2019-2020

TA 73	Costume Sewing, Production, and Wardrobe	3
TA 74	Scene Shop Basics	1
TA 75	Scenic Production Practicum	2
TA 76	Scenic Production and Performance Practicum	3

Complete 3 to 4 units from the following courses. Courses taken that appear in the areas above may not be used again to fulfill requirements in this area:

the areas above n	nay not be used again to fulfill requirements in this a	area:
TA 2	Beginning Scene Study	3
TA 3	Advanced Scene Study	3
TA 7	Screen Acting Techniques	3
TA 9	Musical Revue	2
TA 10	Musical Theatre Workshop	3
TA 29	Script Analysis	3
TA 29H	Script Analysis Honors	3
TA 35	Voice and Diction	3
TA 40	Introduction to Theatre Design	3
TA 41	State Lighting Design	
TA 42	Costume Design	3
TA 43	Scenic Design for the Theatre	2
TA 47	Sound Reinforcement for Live Entertainment	3
TA 49	Stage Makeup Design	3
TA 52	Stage Management Seminar	
TA 46	Introduction to Technical Theater	
TA 65	Theater Crew: Make-Up	
TA 72	Costume Sewing and Production	2
TA 75	Scenic Production Practicum	2

Total

19-24

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2019-2020

Action Taken Code	Action Taken Description		
assign	assignments		
c/l w/	cross-listed with (and list the other course id)		
cat desc	catalog description		
coreq	corequisite		
crs id	course prefix and/or number		
dc	delete course		
dv	delete version of course		
gr opt	grading option		
hrs	hours		
lim	limitation		
lrng obj	learning objectives		
moe	methods of evaluation		
nc	new course		
nv	new version of existing course		
oe/oe	open entry/open exit		
pcs	program course status		
prereq	prerequisite		
reactv	course reactivation		
rec prep	recommended prep		
rpt	repeatability		
SAM code	occupational code (A = apprenticeship, B = advanced occupational, C = clearly occupational, D = possibly occupational, E = non-occupational)		
sch desc	schedule description		
SLOs	student learning outcomes		
sr	scheduled review is for courses that are scheduled for review and there are no revisions		
ti	titles		
TOP code	numerical classification code used to assign programs and courses to disciplines		
tps	topics		
txt	text-required for all courses numbered 1-299		
un	units		
val	validation		

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2019-2020

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
Business				
Sciences	105.00	ACCT 1B	Managerial Accounting	sch desc, tps, Irng obj, moe, assign, txt
	105.05	ACCT 1BH	Managerial Accounting Honors	cat desc, sch desc, tps, Irng obj, moe, assign, txt
				cat desc, sch desc, SAM code from C to B , tps,
	14581.00	ACCT 220	Accounting Ethics	Irng obj, moe, assign, txt
Humanities	14785.00	HUM 75	Introduction to Television Studies	nc
			Ethnicity in Literature of the United	ti, cat desc, sch desc, tps, Irng obj, moe, assign,
	4222.00	LIT 46	States	txt
Math,				
Computer				
Science and				
Engineering	4600.00	MATH 3A	Analytic Geometry and Calculus I	tps, moe
			Analytic Geometry and Calculus I	
	4600.05	MATH 3AH	Honors	tps, Irng obj, moe

ITEM: 5.9 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

- **RE:** SOCCCD: Irvine Valley College Library Building Waterproofing Project, Award of Bid No. 344, Otero Construction, Inc.
- **ACTION:** Approval

BACKGROUND

On July 1, 2013, the Board of Trustees approved basic aid funds for Irvine Valley College Library Exterior Waterproofing project.

<u>STATUS</u>

On March 22, 2018 and March 29, 2018, SOCCCD ran a newspaper advertisement requesting bids for the Library Building Waterproofing project. The request for bids was also posted on the district's website. On April 5, 2018, thirteen firms attended the job walk and on April 12, 2018 four bids were received (EXHIBIT A).

The lowest bid was submitted by SS+K Contractors, dba SS&K Contractors of Woodland Hills, CA, in the amount of \$298,500. On April 16, 2018, SS&K Contactors submitted a letter requesting withdrawal of their bid due to a clerical error (EXHIBIT B). Staff determined that the lowest responsive, responsible bid was submitted by Otero Construction, Inc., in the amount of \$344,283. Staff has reviewed the bid and recommends approval.

Basic aid funds are available in the approved project budget of \$535,763.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 344, Library Building Waterproofing project and approve the agreement (EXHIBIT C) with Otero Construction Inc., in the amount of \$344,283.

Bid No. 344 Library Building Waterproofing Project Irvine Valley College

South Orange County Community College District

May 21, 2018

CONTRACTORS	LOCATION	<u>AMOUNT</u>
* Otero Construction, Inc.	Santee, CA	\$344,283
**SS+K Contractors, dba SS&K Contractors	Woodland Hills, CA	\$298,500
Amtek Construction	Whittier, CA	\$571,833
Best Contacting Services Inc.	Costa Mesa, CA	\$578,500

*Recommended Award (lowest bidder)

**Bid withdrawal accepted due to clerical error



SS+K Contractors Rios St Woodland Hills, CA, 91367 Phone 571.234.7495 License # 1019984

Relief of bid request April 16, 2018 Bid opening date: April 12, 2018 @ 2:00 P.M.

RE:

Withdrawal of bid Project: IVC Library Building Waterproofing Project No. 344 Project location: Irvine, CA

To whom it may concern:

SS+K (SS&K contractors) submitted a bid in the amount of \$298,500.00 for the above referenced project on April 12th, 2018-Project No. 344(the "Project"). Please be advise that this written request is being submitted on April 16th, 2018 within five (5) working days of the bid opening excluding Saturday and Sunday. SS+K is requesting that it be allowed to withdraw its bid due to the fact that a clerical error was made in writing down the correct figure for the line item noted below.

Writing down the total amount of each line item, my assistant mistakenly inputted inaccurate information. Line item base bid should be \$370,000.00 instead of the \$270,000.00. This clerical mistake resulted in the bid being materially different than what it was intended to be.

You can see from above:

- 1. A mistake was made.
- 2. We gave the public entity written notice within five working days, excluding Saturday, Sundays, and state holidays, after bid opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- 3. The mistake made the bid materially different than it was intended to be.
- 4. The mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Thank you for your understanding and we look forward to working with you in the future.

Sincerely,

Thank you, Shabnam Namiranian Vp of Operations 4.16.2018

AGREEMENT – CONSTRUCTION SERVICES, LIBRARY BUILDING WATERPROOFING PROJECT, IRVINE VALLEY COLLEGE, OTERO CONSTRUCTION, INC.

THIS AGREEMENT, dated the 21st day of May 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Otero Construction, Inc., 8400 Magnolia Ave., Ste. E, Santee CA 92071, 619.244.8843, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as SOCCCD – Irvine Valley College, Library Building Waterproofing Project, Bid No. 344 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke Free Workplace Certification and No Gift Policy Certification; Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Three Hundred Forty-Four Thousand Two Hundred Eighty Three Dollars (\$344,283).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within <u>sixty</u> (60) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of

actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of five hundred Dollars (\$500) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation

or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries	
including accidental death, to any one	
person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an	
amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the

additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Dryw A. Otero, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

"DISTRICT"

South Orange County Community College District

"CONTRACTOR"

Date: _____

Otero Construction

Ву:_____

Kim McCord Acting Vice Chancellor, Business Services kmccord@socccd.edu

Date:_____

Ву:_____

President

Dryw A. Otero

Email:_____

1025227 CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

ITEM: 5.10 DATE: 5/21/18

FROM: Ann-Marie Gabel, Interim Chancellor

- **RE:** SOCCCD: California Environmental Quality Act Exemption for Battery Energy Storage Project at Irvine Valley College
- **ACTION:** Approval

BACKGROUND

The Facilities Master Plans (FMP) for Saddleback College and Irvine Valley College serve as a blueprint for future development of the campuses from 2011 through the 2031 planning horizon.

Building projects are required to comply with the requirements of California Environmental Quality Act, Public Resources Code, Section 21000. Categorical exemptions are allowed for certain type of projects listed in Section 21000, Chapter 3, Article 19, Section 15301 - Class 1, Existing Facilities; Section 15303 - Class 3, New Construction of Small Structures; Section 15304 - Class 4, Minor Alterations to Land; and, Section 15311 - Class 11, Accessory Structures and Section 15314 - Class 14 Minor Additions to Schools.

<u>STATUS</u>

Staff is recommending the Board of Trustees consider a Battery Energy Storage project at Irvine Valley College. Irvine Valley College FMP does not identify a Battery Energy Storage project and this project is not certified in the district's Final Program Environmental Impact Report (Final EIR).

In accordance with the categorical exemption provisions stated above, all of which are applicable to this project, staff has determined that a Battery Energy Storage project at Irvine Valley College has no significant impact on the environment and a Notice of Exemption (EXHIBIT A) may be filed for the Battery Energy Storage project at Irvine Valley College.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees declare the Battery Energy Storage project at Irvine Valley College to have no significant impact upon the environment and authorize the filing of the Notice of Exemption (EXHIBIT A).

EXHIBIT A Page 1 of 1 Appendix E

To: Office of Planning and Research	From: (Public Agency): South Orange County
P.O. Box 3044, Room 113	Community College District
Sacramento, CA 95812-3044	28000 Marguerite Pkwy Mission Viejo, CA 92692
County Clerk County of: <u>Orange</u>	(Address)
Project Title: Irvine Valley College Battery	Storage Project
Project Applicant: South Orange County C	ommunity College District
Project Location - Specific:	
	Center Dr, Irvine, CA 92618. The project is located in the central the Live Oak Terraces amphitheater and Performing Arts Center
Project Location - City:	Project Location - County: Orange
Description of Nature, Purpose and Beneficia	
pad and fencing. The battery storage system	ystem consisting of batteries, inverters, panels, meters, concrete will be connected to the building main switchboard for the ccess the remainder of the campus electrical grid.
Name of Public Agency Approving Project:	South Orange County Community College District
Name of Person or Agency Carrying Out Pro	ject: South Orange County Community College District
Exempt Status: (check one):	
 Ministerial (Sec. 21080(b)(1); 15268):
 Declared Emergency (Sec. 21080(b)) 	
Emergency Project (Sec. 21080(b)(4	
Categorical Exemption. State type a	
Statutory Exemptions. State code nu	ımber:
immediately adjacent to existing buildings, site impro area and the battery storage facility will serve the ex of CEQA under Section 15301 - Class 1, Existing Fa Section 15304 - Class 4, minor alterations to land; S Minor Additions to Schools. None of the exceptions	e, concrete pad and ancillary equipment are located in a developed area ovements and a parking lot. There are no sensitive resources in the project isting facilities. Therefore, they are classified as exempt from the provisions acilities; Section 15303 - Class 3, New Construction of Small Structures; section 15311 - Class 11, Accessory Structures; Section 15314 - Class 14 to these Categorical Exemptions apply. Area Code/Telephone/Extension: 949.348.6126
If filed by applicant: 1. Attach certified document of exemptio 2. Has a Notice of Exemption been filed	n finding. by the public agency approving the project? \Box Yes \Box No
Signature:	Date: Title:
I Signed by Lead Agency □ Sign	ed by Applicant
Authority cited: Sections 21083 and 21110, Public Res Reference: Sections 21108, 21152, and 21152.1, Publ	

ITEM: 5.11 DATE: 5/21/18

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Declare Miscellaneous ATEP Furniture as Surplus and Approve Donation to the City of Tustin
ACTION:	Approval

BACKGROUND

With the turnover of the vacated ATEP buildings to the City of Tustin, miscellaneous furniture deemed unusable, obsolete, no longer needed, or unsuitable for District use have been identified as surplus property (EXHIBIT A).

Education Code 81452 states: (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

<u>STATUS</u>

The City of Tustin has expressed a desire to accept the furniture as donations from the district.

All criteria for the donation have been met and staff recommends the donation of this equipment.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the donation of miscellaneous furniture listed in EXHIBIT A to the City of Tustin.

ATEP Surplus to City of Tustin		
Quantity	Unit of Measure	Description
84	ea	Classroom Tables - White
8	ea	Classroom Tables - Brown
6	ea	Storage Cabinets
3	ea	Wooden Storage Shelves
5	ea	Wooden book case
2	ea	Adjustable height table/desk
8	ea	3 drawer lateral
8	ea	2 drawer lateral
10	ea	Desk/workstation
23	ea	Task Chair
2	ea	Round Side Table
114	ea	Side/Classroom Chair
1	ea	Adjustable Height Stool
44	ea	Stool
4	ea	Coffee Tables
3	ea	Sofas
1	ls	Built-in Reception
1	ls	Built-in computer stations
1	ea	Display cabinet
23	ea	Box-box-file
2	ea	File-file
1	ea	Wooden credenza
1	set	Café table + 2 chairs
16	ea	Overhead workstation hutch
1	ea	Wire Storage Rack
1	ea	Key cabinet with site keys
1	ea	Metal bookcase
5	ea	Single person cubicles
1	ea	Mobile whiteboard
1	ea	Podium
6	ea	Aluminum café tables
24	ea	Aluminum café chairs
1	ea	2 drawer wood cabinet
1	ea	Side table with drawer
2	ea	Metal storage cabinet
6	ea	Metal storage racks
2	ea	Jet filtration units
2	ea	Overhead gas reels

Board of Trustees
Ann-Marie Gabel, Interim Chancellor
SOCCCD: Student Out of State Travel
Approval

BACKGROUND

Saddleback College and Irvine Valley College are committed to offering high quality educational opportunities to their students which may include travel out of state for attendance at conferences and other activities which are in connection with courses of instruction or school-related educational, cultural, athletic, or college music activities and/or performances. Student travel shall follow the guidelines as listed in the board policy BP-6125 Student Travel: Field Trips and Excursions.

<u>STATUS</u>

The student out of state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. The number of faculty and staff advisors traveling with student group travel is provided along with the college trip dates, location, costs and funding source related to the travel. For course related travel, the course name and catalog number are included along with enrollment limits for the course.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus. Advisors will ensure all students have appropriate risk management forms completed.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.

Item Submitted By: Dr. Glenn R. Roquemore, President, Irvine Valley College Dr. Jim Buysse, Interim President, Saddleback College Kim McCord, Acting Vice Chancellor, Business Services

Out of State Student Travel 05/21/18 Board of Trustees Meeting

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College

Student Course Travel (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student	Enrollment Capacity	College
Bio 226X Birds of the World	07/09/18 - 07/13/18	Catalina State Park, Tucson, Arizona	0	30	Saddleback
IA15: Intercollegiate Men's Soccer	08/24/18 - 08/25/18	Yavapai College in Prescott, Arizona	0	28	IVC

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- RE: SOCCCD: Budget Amendment: Adopt Resolution No. 18-11 to Amend FY 2017-2018 Adopted Budget
- **ACTION:** Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2017-2018 Adopted Budget.

General Fund

Total Budget Amendment	\$3,675,880
Total Increase to the General Fund	\$3,675,880
SWP Local 17-18 Business & General Studies at Saddleback College	\$216,800
SWP 17-18 Dual Enrollment & Pathways at Saddleback College	\$490,383
Strong Workforce Local at Saddleback College	\$708,092
WIOA Adult Education 2017-18 at Saddleback College	\$177,748
Campus Safety Program at Saddleback College	\$30,013
Hunger Free Campus Support at Irvine Valley College	\$20,072
Strong Workforce Regional at Saddleback College	\$1,688,000
Veterans Resource Center at Saddleback College	\$79,898
Campus Safety Program at Irvine Valley College	\$23,475
Guided Pathways at Irvine Valley College	\$241,399

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-11 to amend the FY 2017-2018 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 18-11

May 21, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$3,675,880 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2017-2018 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

General Fund

<u>Account</u> 8100 8600	Income Source Federal Revenue State Revenue	Amount \$ 177,748 \$ 3,498,132 \$ 3,675,880
<u>Account</u>	Expenditure Description	<u>Amount</u>
1000	Academic Salaries	\$ 486,357
2000	Classified Salaries	\$ 291,170
3000	Fringe Benefits	249,289
4000	Books and Supplies	66,165
5000	Other Operating Expenses & Services	2,382,886
6000	Capital Outlay	200,013
7000	Other Outgoing	-
		\$ 3,675,880
	Total Budget Amendment	\$ 3,675,880

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2017-2018 GENERAL FUND **RESOLUTION NO. 18-11** May 21, 2018

STATE OF CALIFORNIA)

COUNTY OF ORANGE

)

I, Ann-Marie Gabel, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$3,675,880 duly and regularly adopted by the said Board at a regular meeting thereof held on May 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of May, 2018.

Ann-Marie Gabel Secretary to the Board of Trustees

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Transfer of Budget Appropriations
- ACTION: Ratification

BACKGROUND

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the contingency reserve.

<u>STATUS</u>

For the current reporting period ending April 30, 2018 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended April 30, 2018

General Fund			
<u>Account</u>	Description	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$10,290	
2000	Classified Salaries	\$87,432	
3000	Fringe Benefits	\$24,688	
4000	Books and Supplies		\$52,526
5000	Other Operating Expenses & Services	\$86,179	
6000	Capital Outlay		\$124,307
7000	Other Outgo		\$31,756
Total Transf	ers - General Fund	\$208,589	\$208,589
Capital Outlay Fu	nd		
<u>Account</u>	Description	<u>From</u>	<u>To</u>
6000	Capital Outlay	\$13,715,437	
7000	Other Outgo		\$13,715,437
Total Transf	ers - Capital Outlay Fund	\$13,715,437	\$13,715,437
Associated Stude	ent Government - Saddleback College		
<u>Account</u>	Description	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$13,438	
5000	Other Operating Expenses & Services		\$11,938
6000	Capital Outlay		\$1,500
Total Transf	ers - Associated Student Gov't SC	\$13,438	\$13,438
Associated Stude	ent Government - Irvine Valley College		
Account	Description	From	То
4000	Books and Supplies		\$4,986
5000	Other Operating Expenses & Services	\$4,986	
Total Transf	ers - Associated Student Gov't IVC	\$4,986	\$4,986
Total Transform		\$40.040.4E0	¢40.040.450
Total Transfers		\$13,942,450	\$13,942,450

ITEM: 5.15 DATE: 5/21/18

- TO: Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: March 2018 Contract Amendment
- ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the Interim Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following amendment was reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
Α.	IBI Group Irvine Valley College Health Center- Concessions Project – Architectural Services Amendment No. 1 – For additional engineering services. SOCCCD	\$21,620.00	\$387,087.00

AMENDMENT NO. 1 TO ARCHITECTURAL SERVICES AGREEMENT HEALTH CENTER- CONCESSSIONS PROJECT IRVINE VALLEY COLLEGE

March 20, 2018

THIS AMENDMENT shall modify the original agreement dated April 24, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **IBI Group**, 315 West 9th Street, Suite 500, Los Angeles, California, 90015, hereinafter referred to as "ARCHITECT."

WHEREAS, Article 11.16, of the original agreement establishes that it may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT; and

WHEREAS, Article 6, establishes the contract price of the agreement at \$365,467.00; and

WHEREAS, the scope of services has been increased to include additional engineering services for access control and baseball netting supports; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

Original Agreement Amount:	\$365,467
Amendment No. 1:	<u>\$ 21,620</u>
Revised Agreement Amount:	\$387,087

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT" South Orange County Community College District

By: has

Ann-Marie Gabel, Vice Chancellor, Business Services

Date: 3/22/18

"ARCHITECT"
IBI Group
By: Craig Atkinson
Principal

ate:	
-	
By:	Lans
Da	wid Chow
Di	rector – US West Region

3/16/2018

Date:

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Purchase Orders and Checks.
- ACTION: Approval

BACKGROUND

In accordance with the provisions of California Education Code sections 81655 and 85230, et. al., purchase orders and checks are submitted for ratification by the Board of Trustees.

<u>STATUS</u>

Purchase orders \$5,000 and above amounting to \$570,948.99 and an additional 523 purchase orders below \$5,000 amounting to \$435,300.65 for a combined total of \$1,006,249.64 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,200 checks in the amount of \$10,864,632.94 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the purchase orders and checks in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

Purchase Order Ratification (Supplier)

April 11, 2018 through May 2, 2018

PO			
	Supplier	Description	Amount
P185761		Grocery cards for SC Student Equity program	11,400.00
P185973	American Harelquin Corporation	Dance flooring for SC	8,956.06
P185983	Artel	Artel pipette calibration system for IVC Biotech program	38,305.13
P185631	Biometrics4all	IVC Police Live Scan computer/software system	6,775.98
P185906	Butler Chemicals	Supplies for SC Culinary program	6,500.00
P186109	CDW Government	Equipment for SC Tutoring	6,818.37
P186023	Delta Biologicals	Supplies for IVC Biology	6,175.15
P185919	Eberhard Equipment	SC Grounds maintenance supplies	9,000.00
P186021	Eplus Technology	SC Stadium project - temporary data for CDC	14,972.94
P185928	Ewing Irrigation Products	SC Grounds supplies	6,000.00
P186026	Fisher Scientific Company	Furniture for SC Health Sciences	56,392.14
P186049	Fisher Scientific Company	Supplies for IVC Chemistry	48,349.82
P185992	Fisher Scientific Company	Supplies for IVC Biotech program	23,355.70
P186125	Fisher Scientific Company	Supplies for IVC Chemistry	11,182.83
P186035	Fisher Scientific Company	Supplies for IVC Biotech program	5,668.04
P185913	Global Technologies	IVC Library equipment	5,696.74
P185930	Home Depot Mission Viejo	SC Maintenance/Ground/Custodial supplies	40,000.00
P185932		SC Grounds supplies	11,000.00
P185933	Intermountain Lock and Security Supply	Supplies for SC Locksmith	5,000.00
P185934	Irvine Pipe & Supply	SC Maintenance/Plumbing supplies	7,000.00
P185624	Irvine Valley College Bookstore	Bus passes for IVC Student Equity orientations	13,478.00
P185874	Island Advertising	Supplies for SC EOPS program	11,575.95
P186073	Island Advertising	Promotional items for SC Outreach	6,801.37
P185936	Jacobsen West	Supplies for SC Transportation	5,000.00
P185937	Johnstone Supply	SC HVAC supplies	10,500.00
P185540	Keenan & Associates	Builder's Risk Insurance for SC Stadium project	40,414.00
P185653	Medco Supply Company	Equipment for SC Athletics	8,011.88
P185948	Pacwest Air Filter	SC HVAC supplies	5,500.00
	S & B Foods	Cafeteria meal cards IVC EOPS	5,000.00
P185949		Supplies for SC Grounds	5,000.00
P186097	5	Furniture for ATEP	39,121.29
	TruWest	SC Swim Team uniforms	7,274.33
P185950		Supplies for SC Transportation	5,000.00
P185630		IVC Summer 2018 Community Education brochure	9,468.00
P185951	Veritiv Operating Company	SC Custodial supplies	15,000.00
P185952	Village Nurseries Vista Paint	SC Grounds supplies	10,000.00
		SC Maintenance supplies	5,000.00
	W. W. Grainger West Coast Lights & Sirens	SC Maintenance supplies Equipment for SC Campus Police vehicle	30,000.00 5,255.27
	Western Graphics Plus	Career Matrix booklets for IVC Electronics	5,255.27
F 105544	Western Graphics Flus	Career Matrix bookiets for tVC Electronics	5,000.00
		Total Purchase Orders \$5,000 and above	570,948.99
		523 Purchase Orders Under \$5,000	435,300.65

Total Purchase Orders

1,006,249.64



South Orange County Community College District

April 11, 2018 through May 2, 2018

PO	0		• •
Number	<u>Supplier</u>	Description	Amount
P186026	1 3	Furniture for SC Health Sciences	56,392.14
P186049	Fisher Scientific Company	Supplies for IVC Chemistry	48,349.82
P185540		Builder's Risk Insurance for SC Stadium project	40,414.00
P185930	Home Depot Mission Viejo	SC Maintenance/Ground/Custodial supplies	40,000.00
P186097	Tangram Interiors	Furniture for ATEP	39,121.29
P185983	Artel	Artel pipette calibration system for IVC Biotech program	38,305.13
P185954	W. W. Grainger	SC Maintenance supplies	30,000.00
P185992	Fisher Scientific Company	Supplies for IVC Biotech program	23,355.70
P185951	Veritiv Operating Company	SC Custodial supplies	15,000.00
P186021	Eplus Technology	SC Stadium project - temporary data for CDC	14,972.94
P185624	Irvine Valley College Bookstore	Bus passes for IVC Student Equity orientations	13,478.00
P185874	Island Advertising	Supplies for SC EOPS program	11,575.95
P185761	Albertsons	Grocery cards for SC Student Equity program	11,400.00
P186125	Fisher Scientific Company	Supplies for IVC Chemistry	11,182.83
P185932	Horizon	SC Grounds supplies	11,000.00
P185937	Johnstone Supply	SC HVAC supplies	10,500.00
P185952	Village Nurseries	SC Grounds supplies	10,000.00
P185630	United Direct Marketing	IVC Summer 2018 Community Education brochure	9,468.00
P185919	Eberhard Equipment	SC Grounds maintenance supplies	9,000.00
P185973	American Harelguin Corporation	Dance flooring for SC	8,956.06
P185653	Medco Supply Company	Equipment for SC Athletics	8,011.88
P186055	TruWest	SC Swim Team uniforms	7,274.33
P185934	Irvine Pipe & Supply	SC Maintenance/Plumbing supplies	7,000.00
P186109	CDW Government	Equipment for SC Tutoring	6,818.37
P186073	Island Advertising	Promotional items for SC Outreach	6,801.37
P185631	Biometrics4all	IVC Police Live Scan computer/software system	6,775.98
P185906	Butler Chemicals	Supplies for SC Culinary program	6,500.00
P186023		Supplies for IVC Biology	6,175.15
P185928	Ewing Irrigation Products	SC Grounds supplies	6,000.00
P185913	Global Technologies	IVC Library equipment	5,696.74
	Fisher Scientific Company	Supplies for IVC Biotech program	5,668.04
P185948	1 3	SC HVAC supplies	5,500.00
P185547	West Coast Lights & Sirens	Equipment for SC Campus Police vehicle	5,255.27
P185933	0	Supplies for SC Locksmith	5,000.00
P185936	Jacobsen West	Supplies for SC Transportation	5,000.00
	S & B Foods	Cafeteria meal cards IVC EOPS	5,000.00
P185949		Supplies for SC Grounds	5,000.00
	Tuttle-Click Ford	Supplies for SC Transportation	5,000.00
P185953		SC Maintenance supplies	5,000.00
P185544	Western Graphics Plus	Career Matrix booklets for IVC Electronics	5,000.00
100044			
		Total Purchase Orders \$5,000 and above	570,948.99
		523 Purchase Orders Under \$5,000	435,300.65
		Total Purchase Orders	1,006,249.64



Check Ratification

April 11, 2018 through May 2, 2018

Fund	<u>Checks</u>	Amount
01 General Fund	945	7,077,365.56
07 IVC Community Education	5	70,099.34
09 SC Community Education	29	219,048.86
12 Child Development	5	102,010.35
40 Capital Outlay	109	2,790,818.86
68 Self Insurance	3	10,307.07
71 Retiree Benefit	2	499,781.43
95 SC Associated Student Government	46	30,224.53
96 IVC Associated Student Government	56	64,976.94
Total	1,200	10,864,632.94

ITEM: 5.17 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: April 2018 Contracts

ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

<u>STATUS</u>

During April 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 124 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 41 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$923,807.37. For contract values under \$5,000, an additional 79 contracts were processed amounting to \$112,150.74. The contracts combined total value of \$1,035,958.11 are submitted to the Board of Trustees for ratification, along with an additional 4 contracts with zero dollar value (EXHIBIT B).

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees ratify the contracts as presented in EXHIBIT A through EXHIBIT B.



April 2018 Contracts with Values between \$5,000 and \$100,000

CONTRACTOR NAME

CONTRACT AMOUNT

Ad Club Advertising Service	\$85,000.00
Independent Contractor Agreement – To provide advertising services for	+00,00000
District job opportunities on various e-sites from 1/1/2018 to 12/31/2018.	
District Services	
Meridian IT, Inc.	\$67,468.20
Software Licensing Agreement – Additional VMWare licenses for server	
and desktop virtualizations from 5/1/2018 to 4/30/2021.	
Saddleback College	
Goodwill Industries of Orange County	\$63,710.00
License to Use Agreement – To provide a location for a Donation Center	Revenue
from 7/1/2017 to 6/30/2022.	
Irvine Valley College	
Community College Library Consortium	\$56,575.98
Software License Agreement – For on-line subscriptions to various	
databases from 7/1/2018 to 6/30/2019.	
Irvine Valley College	*-•·•·············
Julie A. Shattuck	\$50,000.00
Professional Services Agreement – To update the National Science	
Foundation STEM Core Initiative Grant's third party evaluation plan from	
2/1/2018 to 1/4/2019.	
Saddleback College	¢46.004.00
Orkin Services of California, Inc.	\$46,224.00
Commercial Services Agreement – To provide annual general pest control services from 1/1/2018 to 12/31/2020.	
Saddleback College	
P2S Engineering, Inc.	\$45,000.00
Professional Services Agreement – To provide engineering and design	ψ-0,000.00
improvements to network distribution centers from 3/15/2018 to	
3/15/2019.	
Saddleback College	
Tableau Software, Inc.	\$35,400.00
Software License Agreement – Annual renewal of the data visualization	,,
software from 7/24/2018 to 7/23/2019.	
District Services	
Blackboard, Inc.	\$33,000.00
Software Service Agreement –To archive Blackboard LMS from 1/1/2019	
to 12/31/2019.	
Saddleback College	

	1 age 2 01 5
ThreeForks, Inc.	\$32,950.00
Professional Services Agreement (Amend No. 1) – To provide additional	
technical support of \$15,100 for the Financial Aid software system from	
12/1/2017 to 6/30/2018.	
Saddleback College	
Orkin Services of California, Inc.	\$31,500.00
Commercial Services Agreement– To provide annual gopher control	
services from 1/1/2018 to 12/31/2020.	
Saddleback College	
Vital Link	\$28,875.00
Independent Contractor Agreement – To serve as the payment provider	
to participants in the IVC-CTE Pathways Alignment Project from	
2/28/2018 to 6/30/2018.	
Irvine Valley College	
Penn Corporate Relocation Services	\$24,692.00
Move/Relocation Consultant Services Agreement – To move furniture	
and equipment from the former ATEP buildings to ATEP IDEA building	
from 3/5/2018 to 7/31/2018.	
District Services	
Nuventive, LLC	\$22,710.00
Software License Agreement – Annual renewal of TracDat software used	
for academic assessment from 4/18/2018 to 4/17/2019.	
District Services	
Orkin Services of California, Inc.	\$21,600.00
Commercial Services Agreement – To provide annual bee control	
services from 1/1/2018 to 12/31/2020.	
Saddleback College	
DUO Security, Inc.	\$20,000.00
Software License Agreement – Annual subscription of Workday remote	
access and two level authentication from 7/1/2018 from 6/30/2019.	
District Services	
OneSource Virtual, Inc.	\$20,000.00
Professional Services Agreement – To provide consulting services for	. ,
Workday projects from 3/1/2018 to 12/31/2018.	
District Services	
Shasta-Tehama-Trinity Joint Community College District	\$16,000.00
Professional Services Agreement – To provide employability skills	· ·
curriculum training to faculty and staff from 5/3/2018 to 5/4/2018.	
Irvine Valley College	
LanAir Group, LLC	\$15,970.19
Maintenance Agreement – To provide emergency support for the	ψισ,στο.τσ
Storage Area Network (SAN) from 3/1/2018 to 3/1/2019.	
Irvine Valley College	

EXHIBIT A Page 3 of 5

	r age o or s
Caliber Paving Company, Inc.	\$14,790.00
Construction Agreement – To widen Parking Lot 5 from 4/1/2018 to	
5/15/2018.	
Irvine Valley College	
Town and Country Glass, Inc.	\$14,500.00
Field Service Agreement (Amend No. 2) – To provide additional glass	
repair services of \$7,000 from 9/1/2017 to 6/30/2018.	
Saddleback College	
Nth Generation	\$13,755.00
Consulting Agreement – To provide consulting in the migration to	<i>•••••••••••••••••••••••••••••••••••••</i>
Microsoft SharePoint 2016 from 3/15/2018 to 6/30/2018.	
Saddleback College	
Campus Concerts	\$12,900.00
Professional Services Agreement (Amend No. 1) – To provide additional	ψ12,300.00
musicians for the Irvine Valley Choral performances in the amount of	
\$2,300.00 from 9/30/2017 to 6/30/2018.	
Irvine Valley College	
RossCo Promotions	\$11,650.00
Independent Contractor Agreement – To provide discount booklets for	
the 2018-2019 Academic Year.	
Saddleback College-ASG	
Xplore Universities, LLC	\$11,400.00
Service Agreement – To provide online advertising for the International	
Student Program from 3/30/2018 to 3/29/2020.	
Irvine Valley College	
CollegeSource, Inc.	\$10,899.00
Software License Agreement – Annual renewal of Transfer Evaluation	. ,
software used by the Counseling department from 2/1/2018 to	
1/31/2019.	
Irvine Valley College	
	¢10.004.00
PDG Wall Covering	\$10,894.00
Construction Agreement – To paint the interior of CDC from 4/2/2018 to	
6/1/2018.	
Irvine Valley College	
WSP USA, Inc.	\$10,560.00
Labor Compliance Agreement – To provide labor compliance consulting	
services from 3/23/2018 to 8/23/2018.	
Irvine Valley College	
Matson Construction Services, Inc.	\$9,805.00
Construction Agreement - For equipment and fencing removal and	
disposal of the former CDC from 4/10/28 to 5/10/2018.	
Irvine Valley College	

	•
American Red Cross	\$9,720.00
Authorized Provider Agreement – To permit Red Cross certified IVC	
instructors to teach the Red Cross training course and maintain	
certification from 7/1/2018 to 6/30/2021.	
Irvine Valley College	
JT Engineering, Inc.	\$8,900.00
Professional Services Agreement – To provide topographic survey for various site improvements from 4/1/2018 to 12/30/2018.	
Irvine Valley College	
Johnson Flooring, Inc.	\$7,900.00
Construction Agreement – To refinish PE 200 floor from 5/25/2018 to 6/1/2018.	
Irvine Valley College	
Forensic Analytical Consulting Services	\$7,000.00
Independent Contractor Agreement – For environmental monitoring services from 4/2/2018 to 6/29/2018.	
Saddleback College	
BeaconMedaes, LLC	\$6,709.00
Maintenance Services Agreement – To provide semi-annual preventive	
maintenance services for two pumps in the Science Building from	
6/1/2018 to 5/31/2019.	
Saddleback College	
HSW RR, Inc. dba Roto-Rooter Plumbing and Service Company	\$6,500.00
Field Services Agreement – For annual maintenance and cleaning of	
storm drains from 7/1/2017 to 6/30/2018.	
Saddleback College	
Hen House Mediterranean Grill	\$6,400.00
Independent Contractor Agreement – For catering services at IVC-AS events from 3/14/2018 to 6/30/2019.	
Irvine Valley College-AS	
Dustin Vending Enterprises	\$6,000.00
Vending Machine Services Agreement (Amend No. 1) - To update snack	Revenue
vending machines agreement to reflect new ownership and name	
change from 9/1/2017 to 8/30/2019.	
Saddleback College	
Orkin Services of California, Inc.	\$6,150.00
Commercial Services Agreement – To provide annual pest control	
services from 1/1/2018 to 12/31/2020.	
Saddleback College	
	\$5,500.00
Saddleback Golf Carts	+-,
Saddleback Golf Carts Independent Contractor Agreement – To rent electric carts for adaptive	+-,
	÷-,

EXHIBIT A Page 5 of 5

CBS Services, Inc.	\$5,200.00
Field Service Agreement – To provide cleaning services for vacant ATEP	
buildings from 4/4/2018 to 4/11/2018.	
District Services	
Foundation for California Community Colleges	\$5,000.00
Sponsorship Agreement – To provide funding to support Sexual Assault	Revenue
Awareness events from 2/1/2018 to 6/15/2018.	
Irvine Valley College	
California Community Colleges Chancellor's Office (CCCCO)	\$5,000.00
Education Futures Project Agreement- To provide services to the	Revenue
CCCCO to scale up the Teacher Preparation Pipeline Program from	
10/16/2017 to 6/30/2018.	
Saddleback College	



<u>April 2018</u> Contracts with Values of \$0

CONTRACTOR NAME

CONTRACT AMOUNT

Orange Coast Dermatology	\$0.00
Clinical Affiliation Agreement – To provide an externship site for medical	
assistant students from 6/1/2018 to 6/1/2023.	
Saddleback College	
Irvine Unified School District	\$0.00
Facility Use Agreement – To provide a location for the CTE Office's C-	
STEM RoboPlay Competition on 5/23/2018.	
Irvine Valley College	
Grad Image	\$0.00
Independent Contractor Agreement – To provide photography services to	
graduating students from 5/1/2018 to 6/30/2019.	
Saddleback College	
Girl Scouts of Orange County	\$0.00
Field Work/Observation Agreement – Educational tour of various	
departments in Advanced Manufacturing on 4/5/2019.	
Saddleback College	

- **TO:** Board of Trustees
- FROM: Ann-Marie Gabel, Interim Chancellor
- RE: Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2018-2019
- ACTION: Approval

BACKGROUND

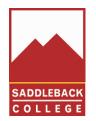
The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for FY 2018-2019. During the spring semester 2018, the Saddleback College ASG tentative budget was ratified by the ASG Board of Directors. During the spring semester 2018, the ASIVC tentative budget was ratified by ASIVC, reviewed by the Budget Development and Resource Planning Committee, and also reviewed by the Strategic Planning and Accreditation Council. Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

<u>STATUS</u>

The Saddleback College ASG tentative budget for FY 2018-2019 is presented as EXHIBIT A. The ASIVC tentative budget for FY 2018-2019 is presented as EXHIBIT B. The adopted budgets will be brought to the Board in August and will include actual beginning fund balances and a detail budget of grants/allocations.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the FY 2018-2019 tentative student government budgets as presented in EXHIBITS A & B.

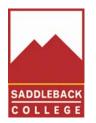




Associated Student Government FY 2018-2019 Tentative Budget Presentation

SOCCCD Board of Trustees May 21, 2018

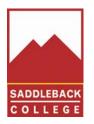
Presented by: Erica Delamare, ASG President Stephanie Strain, ASG Director of Budget and Finance



Budget Highlights

- \$80,000 in beginning balance due to unused funds from Fiscal Year 2017-2018
- \$75,000 projected in Stamp Sales; This is an increase of \$25,000 from previous years due to the potential of opt-out being implemented for the 2018-2019 academic year
- Decrease in contracted revenue due to no signing bonus received from year 1 and smaller guarantee in year 2 of the newest bookstore contract. * (ASG receives 40.72% of contracted services revenue)
 - \$201,564 (90% of FY 2017-2018 \$550,000 minimum guarantee @ 40.72%)
 - \$29,318 (12 months Cafeteria @ \$4,000/mo, The Drip @ \$1,600/mo and vending @ \$400/mo times 40.72%)
- Committed to donate 20% of total sources of funds, after taking out the emergency reserve, to scholarships; will also be contributing funds to the new Saddleback College Promise Program in FY 2018-2019
 - Child Development Center Scholarships
 - Foundation General Scholarships
 - o Book Scholarships
 - o Promise Program

Exhibit A Page 2 of 4



Tentative Budget Chart

Sources and Uses of Funds	FY 2017-2018 Adopted	FY 2018-2019 Tentative	Change	Note
Sources of Funds				
Beginning Balance	82,980	80,000	-2,980	А
Revenue				
Bookstore Contract	241,682	201,564	-40,118	В
Cafateria/Coffee Cart/Vending	29,318	29,318	0	
Stamp Sales	50,000	75,000	25,000	D
Total Sources of Funds	403,980	305,882	-18,098	Ε
Uses of Funds				
Campus Life	65,300	67,960	2,660	F
Co-Curricular Programs	31,500	46,850	15,350	F
ASG Operations	14,789	11,500	-3,289	F
ASG Operations (Personnel, Non-Discretionary)	120,095	116,127	-3,968	F
Student Support	51,100	35,400	-15,700	F
Scholarships	80,796	69,458	-11,338	G
Emergency Reserve	40,400	38,587	-1,813	Н
Total Uses of Funds	403,980	385,882	-18,098	E

A. Beginning balance based on previous years

B. Bookstore revenue reduced due to smaller minumum guarantee for year 2; last fiscal also included a one time signing bonus for year one of new contract

C. Dining services will remain stable for next fiscal year

D. ASB Stamp revenue has increased due to the new Opt-Out for FY19

E. Total Sources of Funds reduced due to less revenue from the bookstore contract and a slightly less beginning balance

F. ASG used a new system to allocate funds to the divisions. This impaced the variance in certain categories. Overall the funds allocated are less than last fiscal due to less revenue.

G. Scholarships reflect 20% of the budget after emergency reserve is taken out. It is reduced due to less beginning funds.

H. Emergency reserve reflects 10% of the Sources of Funds.

Exhibit A Page 3 of 4



FY 2017-2018 ASG Highlights

Sustainability

- Created a Sustainability Committee that will be a permanent committee on ASG
- Committee was instrumental in the creation of a campus wide sustainability committee and worked on various educational events and programs throughout the year

<u>Civic Engagement</u>

- Began having a voter registration table at events
- Coordinated an event during the nationwide student walkout
- Dialogued and worked with other California community colleges in regards to DACA
- Worked with the Pre-Law Society to conduct a political office candidate forum

Non Academic Barriers

- Created task forces and worked with student health to advocate and assist with resources for low socioeconomic and homeless students
- Partnered with student health and campus police to host panels: one on mental health and another on Title IX





Exhibit A Page 4 of 4





ASSOCIATED STUDENTS OF IRVINE VALLEY COLLEGE (ASIVC) FY 2018-2019 TENTATIVE BUDGET PRESENTATION BOARD OF TRUSTEES MONDAY, MAY 21, 2018

PRESENTED BY: SAMANTHA ZAN - ASG OF IVC PRESIDENT HISHMAH HAMID - ASG OF IVC/I4C VICE PRESIDENT OF BUDGET & FINANCE

Budget Highlights FY2018 - 2019

Budgeted: \$565,929 for FY 2018-2019

- PROJECTED \$55,929 beginning balance
 - Due to ASIVC funds allocated not utilized this year
- PROJECTED \$120,000 ASIVC sticker sales
 - Anticipate additional funds with the adoption of opt-out with Fall 2018 registration)
- PROJECTED \$300,000 Bookstore Commissions
 - Commissions have decreased from first year contract guarantee and declining sales.
- CONTRACTED \$90,000 Cafeteria Sales





FY 2018-2019 ASIVC Budget

Sources and Uses of Funds	FY 2017-2018 Adopted Budget	FY 2018-2019 Tentative Budget	Change (from Adopted to Tentative)	Notes:
ESTIMATED REVENUE				
Beginning Fund Balance	207,274	55,929	(151,345)	а
ASIVC Sticker Sales	54,000	120,000	66,000	b
Bookstore Commissions	450,000	300,000	(150,000)	С
Cafeteria Commissions	90,000	90,000	0	
TOTAL	801,274	565,929	(235,345)	
By Category:				
Club Support	7,500	4,905	(2,595)	
Co-Curricular Programs	95,000	75,160	(19,840)	
Campus Departments (Including Foundation)	188,465	193,503	5,038	d
ASG of IVC	74,100	39,002	(35,098)	е
Student Life	313,320	193,359	(119,961)	
Contingency Funds/Mid Year Requests	122,889	60,000	(62,889)	
Total Uses of Funds	801,274	565,929	(235,345)	

a. Beginning balance is less than previous years due to increased mid year request allocation.

b. We anticipated increases in funding due to the adoption of the districtwide opt-out system for ASIVC sticker sales

c. Bookstore revenues are down to due to decreasing sales. In addition, we no longer have the first year guarantee of the Follett contract.

d. Increases in funds to Foundation for Promise and Student Scholarships.

e. Student Scholarships previously listed in this budget have now been categorized to the Foundation. This amount reflects this change

FY 2017-2018 ASG of IVC Accomplishments

SERVICES and ACTIVITIES: ASG of IVC facilitated and/or organized over 35 individual events including:

- DACA Advocacy Week, Homecoming Dance, 1st Annual Pride Celebration, Persian New Year, 1st Annual Community Outreach Fair, Disaster Relief funds for Hurricane Harvey and California Wildfire Relief, and National School Walkout
- \$44,000 to the 1st cohort of the IVC Promise Program and established 20 equity based scholarships for Re-Entry, Foster Youth and Undocumented Students.
- Established Te'Veannah Smith Emergency Fund for IVC students

STUDENT LEADERSHIP DEVELOPMENT: Over 250 ASG of IVC student leaders organized and participated in:

- o Equity Student Leadership Advocacy Modules (E-SLAM)
- Over 50 different campus and district governance groups, committees and task force.
- Participated in joint training with Saddleback ASG and joint monthly meetings with ASG Presidents and Advisors.

FACILITIES and TECHNOLOGY: This year ASG of IVC:

- Funded resources for the new IVC Food Resource Center.
- The Public Relations committee created a IVC Tour Video for YouTube.

FISCAL MANAGEMENT: The Budget and Finance Committee:

• In conjunction with Saddleback ASG and with support from District IT, successfully negotiated the adoption of a districtwide opt-out system for ASIVC sticker sales.



Exhibit B Page 4 of 4

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Energy Services Public Hearing
ACTION:	Public Hearing

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy service contracts, based on terms and conditions which the governing board determines is in the best interest of the district, and provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, and is publically displayed at Saddleback College, Irvine Valley College and the ATEP campus.

District staff has identified a project to replace existing interior lighting fixtures with new energy efficient LED fixtures and install new wireless controls at Saddleback College.

The Board of Trustees will hold a public hearing, at its regularly scheduled meeting, to consider the project before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Service Contract to replace the interior lighting fixtures with new energy efficient LED fixtures and wireless controls at Saddleback College.

ITEM: 6.3 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

- **RE:** SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Adopt Resolution No. 18-12, Authorizing Entering into an Energy Service Contract
- **ACTION:** Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy service contracts based on terms and conditions which the governing board determines is in the best interest of the district, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

District staff has identified a project to replace interior light fixtures, including the addition of new wireless controls, at Saddleback College.

<u>STATUS</u>

Staff recommends the Board authorize entering into an Energy Service Contract for the Saddleback College Interior LED Lighting and Controls Retrofit project (EXHIBIT A).

Proposition 39, the California Clean Energy Jobs Act, funds are available for this project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-12 (EXHIBIT A) to authorize entering into an Energy Service Contract for the Saddleback College Interior LED Lighting and Controls Retrofit project.

RESOLUTION NO. 18-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AUTHORIZING ENTERING INTO AN ENERGY SERVICE CONTRACT AT SADDLEBACK COLLEGE INTERIOR LED LIGHTING AND CONTROLS RETROFIT PROJECT

May 21, 2018

WHEREAS, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases: and

WHEREAS, District staff in connection with San Diego Gas and Electric and their consultants have completed an assessment of the existing interior lighting fixtures and associated controls across the Saddleback College campus and have determined that replacement of the fixtures with LED fixtures and new wireless controls, will provide energy conservation to the district in the amount of approximately \$177,585 annually; and,

WHEREAS, on May 21, 2018, pursuant to Government Code Section 4217.10 *et seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the district entering into an energy service contract; and,

WHEREAS, based upon review by district staff, college staff and consultants, the anticipated cost to the district for the electrical utilities for the new lighting fixtures will be less than the anticipated marginal cost to the district for same utilities that would have been consumed in the absence of this energy conservation project ; and,

WHEREAS, the district desires to enter into an energy service contract, to retrofit interior lighting fixtures and wireless controls.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby finds that:

- 1. The above recitals are true and correct.
- 2. The district held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
- 3. Based on all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract for the implementation of the Saddleback College Interior LED Lighting and Controls Retrofit project.

4. The district's Vice Chancellor of Business Services and designees are authorized to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on May 21, 2018.

Timothy Jemal, President	Marcia Milchiker, Vice President	
T.J. Prendergast III, Clerk	James R. Wright, Member	
David B. Lang, Member	Barbara J. Jay, Member	
Terri Whitt, Member		

Ann-Marie Gabel, Interim Chancellor And Secretary to the Governing Board

ITEM: 6.4 DATE: 5/21/18

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Chancellor
- RE: SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Award of Energy Services Contract, Clear Blue Energy Corp.
- **ACTION:** Approval

BACKGROUND

Government Code Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board has approved a resolution authorizing the use of an energy service contract for the Saddleback College Interior LED Lighting and Controls Retrofit project.

Under GC 4217.12 the Board must find that the anticipated cost to the district for conservation services provided under this agreement will be less than the anticipated cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of these purchases. The annual yearly savings (EXHIBIT A) is approximately \$177,585.

<u>STATUS</u>

The district performed a competitive best value selection procurement using Government Code Sections 4217.10 through 4217.18. On April 6, 2018 and April 13, 2018, SOCCCD ran a newspaper advertisement for consideration of the Saddleback College Interior LED Lighting and Controls Retrofit project. On April 17, 2018, 13 bidders attended the mandatory job walk and four firms provided proposals on April 27, 2018. Based on a combination of technical merit and total cost, the evaluation committee recommends award to Clear Blue Energy Corp. (EXHIBIT B) in the amount of \$1,373,541, as best value to the District. Staff recommends approval of the agreement.

Proposition 39, the California Clean Energy Jobs Act, funds are available for this project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Energy Services agreement (EXHIBIT C) with Clear Blue Energy Corp., for the Saddleback College Interior LED Lighting and Controls Retrofit project, in the amount of \$1,373,541.

INTERIOR LED LIGHTING AND CONTROLS RETROFIT PROJECT ENERGY SERVICES SADDLEBACK COLLEGE May 21, 2018

Based upon inspection form, site visit and rough savings calculation, San Diego Gas and Electric provided the following estimate of energy conservation for retrofit of the interior lighting and installation of new wireless controls at Saddleback College:

Electricity Savings: 577,284 kWh/yr

Annual yearly utility savings: Approximately \$177,585 per year.

INTERIOR LIGHTING AND CONTROLS RETROFIT PROJECT ENERGY SERVICES SADDLEBACK COLLEGE May 21, 2018

Amtek Construction	Whittier, CA	Maximum Allowable Price	\$1,659,333
		Technical Points	166.28**
Baker Electric, Inc.	Escondido, CA	Maximum Allowable Price	\$1,657,737.13
		Technical Points	198.42**
*Clear Blue Energy Corp.	San Diego, CA	Maximum Allowable Price	\$1,173,541
		+200	0,000 Allowance
		Technical Points	184.36**
Inter-Pacific, Inc.	Tustin, CA	Maximum Allowable Price	\$1,495,000
		Technical Points	137.60**

*RECOMMENDED AWARD

** TECHNICAL POINTS – Proposals were evaluated and scored as per the issued RFP. Scores were based upon respondent background, references and experience, proposed overall project schedule validating a substantial completion date on or before September 25, 2018, improved sustainability and/or life cycle suggestions that could result in cost reductions and/or improved efficiencies.

AGREEMENT: INTERIOR LED LIGHTING AND CONTROLS RETROFIT PROJECT - SADDLEBACK COLLEGE, CLEAR BLUE ENERGY CORP.

This AGREEMENT, dated the 21st day of May, 2018, in the County of Orange, State of California, is by and between South Orange County Community College DISTRICT (hereinafter referred to as "DISTRICT") and Clear Blue Energy Corp. (hereinafter referred to as "CONTRACTOR").

ARTICLE 1 DEFINITIONS

1.1. Capitalized terms used in the Contract Documents, including but not limited to the Request for Proposals, Designation of Subcontractors, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein, shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 THE WORK

- 2.1. <u>Scope of Work</u>. CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.
- 2.2. <u>Standard of Performance</u>. In addition to and without limiting CONTRACTOR'S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:
 - a. comply with the requirements of the Contract Documents;
 - b. comply with Applicable Laws;
 - c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

- d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

ARTICLE 3 CONTRACT TIME

3.1. **Notice to Proceed.** No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

3.2. Contract Time.

a. Construction. CONTRACTOR shall achieve Completion of the entire Work not later than 120 Calendar Days after Notice to Proceed.

3.3. Liquidated Damages to District.

- a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this <u>Section 3.4</u>.
- b. Daily Rate. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of Two Thousand Seven Hundred and Fifty Dollars (\$2,750) per Day for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work.
- c. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
- d. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
- e. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
- f. Not a Limitation. DISTRICT'S rights under this <u>Section 3.4</u> shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT in the event of CONTRACTOR Default other than a failure to Complete the Work within the Contract Time; or (2) DISTRICT'S right to order an acceleration, at CONTRACTOR'S Own Expense, of

performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.4. Liquidated Damages to Contractor.

- a. CONTRACTOR'S Right. DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Subconsultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this <u>Section 3.5</u>.
- b. Daily Rate. The Contract Sum shall be increased by the sum of Two Thousand Seven Hundred and Fifty Dollars (\$2,750) per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.
- c. Payment by DISTRICT. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this <u>Section 3.5</u> shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT'S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this <u>Section 3.5</u> shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.
- d. Exclusive Remedy. Liquidated damages payable pursuant to this <u>Section 3.5</u> constitute the CONTRACTOR'S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Subconsultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.
- e. Deleted Work. In the event that **D**eleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

ARTICLE 4 CONTRACT SUM

4.1. Firm Fixed Price Contract.

a. Price. DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR'S complete performance of the Work in accordance with the Contract Documents. In no event, however, shall the Firm Fixed Price be greater than the Maximum Allowable Price

Interior LED Lighting and Controls Retrofit Saddleback College Clear Blue Energy Corp. (MAP) of One Million Three Hundred Seventy-Three Thousand Five Hundred Forty-One Dollars (\$1,373,541). The MAP is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for Construction Services, Fee, and Hard Costs as defined below.

- 1. Maximum Allowable Price (MAP). This is the advertised price that is the maximum amount contained in the DISTRICT'S budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, in collaboration with the DISTRICT, will not be exceeded when establishing the Lump Sum Price.
- 2. Fixed Fees. Fixed fees include Pre-Construction, Construction Services and Fee, as defined below.
- 3. Open Book Buyout of Subcontracts. This shall be accomplished collaboratively with the DISTRICT. The final Hard Costs amount will be included in the Lump Sum Price.
- b. Construction Services. The total sum payable for Construction Services shall not exceed Twenty Thousand, Seven Hundred twenty two dollars and 01/100 (\$20,722.01). These sums are incorporated into the MAP as stipulated in <u>Article 4.1.</u>
- c. Fee. The Fee payable to the CONTRACTOR shall not exceed (20%) of the MAP, not to exceed Two Hundred Thirty Two Thousand Three hundred thirty seven dollars and 47/100 (\$232,337.47). These sums are incorporated into the MAP as stipulated in <u>Article 4.1</u>.
- d. Hard Costs. The total sum payable for Hard Costs shall not exceed Nine Hundred Twenty Thousand Four Hundred Forty dollars and 94/100 (\$920,440.94). These sums will be incorporated into the Lump Sum Price as stipulated in <u>Article 4.1. and include 2% DISTRICT</u> <u>allowance</u>.
- e. District Controlled Allowance. The amount controlled by and for use by the DISTRICT which may be used throughout the course of construction to augment the scope of work and is equal to Two Hundred Thousand dollars and 00/100 (\$200,000)
- f. All Inclusive Lump-Sum Price. This shall be the sum total of Fixed Fees and final Hard Costs established through this proposal process and at the end of Contract negotiation. The Contract Sum set forth in this Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

ARTICLE 5 INSURANCE

5.1. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement and throughout the warranty period, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one	
person in an amount not less than	\$2,000,000
Subcontractors of every tier and	\$1,000,000
Subject to the same limit for each person on account of one accident,	
in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance	
in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion	
or limitation in an amount not less than	\$2,000,000
	42 000 000

Excess Liability Insurance(Contractor only)\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

5.2. <u>Waiver of Subrogation</u>. Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

- a. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.
- b. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.
- 5.3. Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1. List of Contract Documents. The Contract Documents, include, without limitation, the following:
 - a. **Project Criteria.** The Project Criteria set forth in the RFP & Q Documents.
 - b. **RFP & Q Documents.** The RFP & Q Documents and Addenda, with the exception of Approved Deviations.
 - c. **Proposal.** The CONTRACTOR'S written responses to the RFP & Q, including its Proposal. The Contract Documents shall not include any portion of the Proposal that deviates from the Project's Defined Scope, program or criteria.
 - d. **Agreement.** This executed Agreement between DISTRICT and CONTRACTOR.
 - e. **General Conditions.** The General Conditions to the Agreement.
 - f. **Division One Requirement.** The Division One Requirements to the Agreement.
 - g. **General Requirements, Supplemental and Special Conditions.** Any General Requirements and Supplemental and Special Conditions.
 - h. **Final Construction Documents.** The Final Construction Drawings and Technical Specifications to be hereafter prepared by the CONTRACTOR and its Subconsultants that are accepted by the DISTRICT and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved

Deviations, the Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.

- i. Addenda. All Addenda associated with the completed set of contract documents.
- j. **Reference Documents.** All Reference Documents associated with the completed set of contract documents.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of ______, and that ______

_____, whose title is______, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California, 95826.

"DISTRICT"	"CONTRACTOR"	
South Orange County Community College District	Clear Blue Energy Corp.	
By: Kim McCord	Ву:	
Acting Vice Chancellor, Business Services	Name:	
	Title:	
Date:	Date:	
	Contractor's License No.	
	Tax ID	
	(CORPORATE SEAL OF CONTRACTOR, if corporation)	
Interior LED Lighting and Controls Retrofit Saddleback College		Page 7 of 7

Clear Blue Energy Corp.

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Basic Aid Allocation Recommendation FY 2018-2019
ACTION:	Approval

BACKGROUND

The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110, Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by the vice chancellor of business services and is a 21 member participatory governance committee with representation from both colleges and district services staff, including the academic senates, CSEA, classified senates, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.

<u>STATUS</u>

BAARC received prioritized project lists for consideration from the Capital Improvement Committee (CIC) and the District Technology Committee (DTC). The lists were reviewed and recommendations are supported by a collaborative, collegial, inclusive, and transparent participatory governance process. The interaction with the colleges was extensive throughout the process. These recommendations are supported by both the college presidents and the chancellor.

The recommendations from BAARC to the interim chancellor are attached (EXHIBIT A) with a total recommended amount to be funded of \$83,191,044. The reserve for unrealized tax collections totals \$13,798,654 and equals the 20% contingency required in BP 3110 and AR 3110.

RECOMMENDATION

The Interim Chancellor recommends that the board of trustees approve the basic aid funding allocations for FY 2018-2019 in the amount of \$83,191,044, which will be included in the FY 2018-2019 Tentative Budget. A presentation on the subject will be made to the board of trustees this evening (EXHIBIT B).



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo CA 92692-3635 Phone: 949/582-4664 FAX: 949/347-2472

MEMORANDUM

TO:	Thomas Fallo, Interim Chancellor
FROM:	Ann-Marie Gabel, Vice Chancellor of Business Services
DATE:	April 30, 2018
SUBJECT:	Recommendations by BAARC for Basic Aid Funding for FY 2018-2019

Overview of Process:

The Basic Aid Allocation Recommendation Committee (BAARC) met on three different occasions during the spring 2018 term: March 16, 2018, April 6, 2018, and April 20, 2018. During these meetings we reviewed the committee composition and charge, reviewed and discussed the recommendations from the District Technology Committee (DTC), reviewed and discussed the recommendations from the Capital Improvement Committee (CIC), reviewed and discussed the calculation used in developing the total basic aid funds available for BAARC allocation; reviewed and approved the evaluation survey for completion by BAARC members; and came to consensual agreement on the recommended allocations using BAARC funds in the 2018-2019 fiscal year.

BAARC completed its work following BP 3110 and AR 3110 in which planning drove the basic aid budget recommendations. The Capital Improvement Committee (CIC) and District Technology Committee (DTC) made funding priority recommendations to BAARC based on District-wide plans including the Education and Facilities Master Plan, 5 Year Construction Plan, Scheduled Maintenance Plan, and District-wide Technology Plan. The District-wide Strategic Plan, college strategic plans, and college technology plans were also utilized to support CIC and DTC's recommendations to BAARC. Their recommendations to BAARC honored and supported the college and district priority setting that took place through their respective participatory governance groups.

One of the first steps delineated within the BAARC process was to project the available funding using a conservative estimate for property tax and student fee income. We developed a conservative determination of basic aid allocation amounts including funds returned from completed projects and unspent funds from the prior year. The Total Amount Available for Allocation after allowing for a conservative 20% Contingency for Unrealized Tax Collections of

\$13,798,654 is \$83,191,044 (See Attachment A). Additionally, Saddleback College made a special request to reallocate \$1,506,033 from unspent 2012-2013 PE projects to a new PE project starting in 2018-2019.

CIC submitted projects in categories of capital improvement, related special capital projects, scheduled maintenance, accessibility upgrades, access control systems, and renovation related projects (See Attachment B). DTC submitted projects for annual maintenance of our SIS and Workday systems, exploration of upgrades and/or new systems and/or functionality of existing systems, and college projects related to technology refresh cycles to meet the various technology needs district-wide (See Attachment C).

Recommendations:

At the April 20, 2018 meeting, BAARC made the following recommendations for project allocations in the 2018-2019 fiscal year:

Long Term Obligations and Fixed Expenses	\$5,544,000
Capital Projects	
• Capital Projects as identified in the EFMP – from (CIC \$48,023,622
 Capital Projects – Special Project Support – from G 	CIC \$4,168,825
• Returned funds from 2012-2013 SC PE projects –	from BAARC (\$1,506,033)
• Reallocated to SC PE project – from BAARC	\$1,506,033
Access Control Projects – from CIC	\$5,200,000
Access Control Projects – from BAARC	\$518,815
ADA Projects – from CIC	\$3,350,000
Scheduled Maintenance Projects – from CIC	\$5,328,162
Renovation and Other Facilities Related Projects – from	m CIC \$175,000
District-wide Technology Priority Projects – from DTC	\$ <u>10,882,620</u>
Total BAARC Recommendation	\$83,191,044

Contingency for Unrealized Tax Collections (20%) \$13,798,654

The Long Term Obligations and Fixed Expenses allocation, which includes Legislative Advocacy of \$150,000, Retiree Benefits for the current year of \$4,894,000, and contributions to the insurance fund for deductibles of \$500,000, total \$5,544,000. The Long Term Obligations and Fixed Expenses were subtracted from the Total Amount Available for Allocation to get the Net Amount Available for Allocation of \$77,647,044. This was the amount that BAARC was allowed to recommend for basic aid funding for the various areas such as capital projects, scheduled maintenance, and major technology initiatives outlined in the board policy and administrative regulation.

To balance the recommended priorities to the Net Amount Available for Allocation, BAARC considered multiple scenarios to close the gap of \$518,815 at their April 20, 2018 meeting. The committee ultimately recommended providing additional funding to IVC for their access control project. At this same meeting, BAARC also approved a special request made by Saddleback College to reallocate \$1,506,033 in unspent funds from 2012-2013 to additional PE projects. These two additional allocations are presented above and denoted as coming from BAARC.

BAARC understands that this is a recommendation to the interim chancellor and that after conferring with the presidents, some adjustments may be made by the interim chancellor to this recommendation prior to it going to the Board of Trustees for information, discussion, and board input. We ask that if any adjustments are made, that BAARC be provided the adjustments. After the interim chancellor's final review and approval, a report to the board regarding the final basic aid recommendations will be presented to the Board of Trustees at the May 21, 2018 meeting. The recommendations will also be incorporated into the Tentative Budget for FY 2018-2019 at the June 25, 2018 Board Meeting.

The recommendation to the interim chancellor in this report was made with consensus by BAARC with no dissenting votes. The recommendations honor the planning processes that occurred both District-wide and at the college level throughout the year and is fully supportive of the recommendations that came out of the planning committees of CIC and DTC.

cc: BAARC, CIC, and DTC members Presidents and Vice Chancellors

South Orange County CCD Determination of Basic Aid Allocation Amounts Fiscal Year 2018-2019

	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2017-2018	FY 2018-2019
	Actual	Actual	Projected	Actual	Projected
Densets Tex Densers ¹	400.057.070	107 744 044	000 574 000	000 050 000	040 700 000
Property Tax Revenue ¹	186,357,372	197,741,344	203,574,000	206,858,000	212,738,000
Net Student Fee Revenue	16,147,867	17,430,316	17,000,000	16,750,000	16,750,000
Interest on Property Taxes	62,623	89,673	40,000	40,000	30,000
Total Revenues	202,567,862	215,261,333	220,614,000	223,648,000	229,518,000
PY DRAC Allocation Adjustment	-	-	-	-	-
DRAC Model Allocation	(149,894,914)	(149,244,052)	(156,461,881)	(156,461,881)	(160,524,731)
Total Dran arts Tassas for Dania Aid	50.070.040	CC 017 001	64 459 449	07 400 440	000 000 000
Total Property Taxes for Basic Aid	52,672,948	66,017,281	64,152,119	67,186,119	68,993,269
Contingency for Unrealized Tax Coll (20%)	(8,953,817)	(11,702,190)	(12,830,424)	(12,830,424)	(13,798,654)
Net Amount Property Taxes for Basic Aid	43,719,131	54,315,091	51,321,695	54,355,695	55,194,615
Prior Year Contingency	8,291,463	8,953,817	11,702,190	11,702,190	12,830,424
Unallocated Prior Year Funds	16,652,953	7,276,155	10,688,526	10,688,526	15,166,005
Basic Aid Project Funds Returned	13,804,462	965,527		7,516,378	
ATEP Operations balance		53,386			
Total Basic Aid Funds Available	82,468,009	71,563,976	73,712,411	84,262,789	83,191,044
Long Term Obligations and Fixed Fun ²	(2.005.000)		(47.000.000)	(47.000.000)	(5 544 000)
Long Term Obligations and Fixed Exp ²	(3,825,000)	(24,625,000)	(17,360,000)	(17,360,000)	(5,544,000)
Allocation for Basic Aid Projects	(56,866,855)	(3,306,432)	(50,786,784)	(50,786,784)	
Additional Allocation ³	(14,500,000)	(32,944,019)	(950,000)	(950,000)	
Allocation for Unfunded OPEB Liability		-	-	-	-
Net Amount Available for BAARC Allocation	7,276,155	10,688,526	4,615,627	15,166,005	77,647,044

Notes: ¹ Per BP 3110 and AR 3110, Property Taxes are based on conservative estimates ² Projection for FY 2018-2019 Retiree Benefits Current Year - On-Going 4,894,000 Legislative Advocacy 150,000 Insurance Fund for Deductibles 500,000

Insurance Fund for Deductibles	500,000
Trustee Election	-
Pension Rate Stabilization Program	-
TOTAL	5,544,000
³ Adopted Budget Allocations	

Сар	ital and Scheduled Maintenance Project Priori	ties-FY 2018-2019
Recommendation	revised by BAARC on April 20, 2018 meeting, based on 3.1 and subsuequent email approval by CIC on April 19, 2018	
Location	Project Description	Amount
Capital Projects (Id	entified in the EFMP)	Recommended Basic Aid Funding
SC	ATAS Building	\$44,863,622
IVC	IVC Parking Lot #6 Project	\$1,300,000
IVC	IVC Health Center FF&E and Access Controls	\$1,360,000
DS	ATEP Signage Project	\$500,000
	Subtotal for Capital Projects	\$48,023,622
Capital Projects-Sp	ecial Project Support – Planning, Specialists, Legal	Recommended Basic Aid Funding
DS	District-wide Mapping	\$3,000,000
DS	Sustainability Plan Phase II	\$200,000
DS	Pre-planning & Investigation	\$175,000
DS	Technology Consultant for Capital Construction	\$25,000
DS	ATEP First Building Support	\$768,825
	Subtotal for Special Projects	\$4,168,825
Access Control		Recommended Basic Aid Funding
SC	To add Phase II in Access Control project	\$4,000,000
IVC	Access Controls - doors	\$1,200,000
	Access Controls - augmented funds per 4.20.18	
IVC	committee recommendation	\$518,815
	Subtotal for Access Control	\$5,718,815
ADA		Recommended Basic Aid Funding
DS	District-wide ADA Survey - annual allocation	\$3,000,000
DS	Saddleback ramp renovation - OCR	\$350,000
	Subtotal for ADA	\$3,350,000
Scheduled Mainten	ance Projects - Priorities	Recommended Basic Aid Funding
IVC	Overdue scheduled maintenance projects	\$3,828,162
	B200-Physical Sciences	\$1,500,000
Subtota	I for Renovation and Other Facilities Related Projects	\$5,328,162
Renovation and Ot	her Facilities Related Projects	Recommended Basic Aid Funding
IVC	Soccer and Practice Fields - Planning Phase	\$175,000
	Subtotal for Scheduled Maintenance Projects	\$175,000
Returned and Reall	location of Funds*	Recommended Basic Aid Funding
SC	Returned Funds - PE200 and PE300 projects	\$1,506,033
	Reallocated Funds - PE100, PE 208, and PE300 -	
	new scope of work for existing projects	(\$1,506,033)
	Subtotal for Returned / Reallocated Projects	\$0
	Total - CIC Recommendation FY 2018-2019	\$66,764,424

Attachment B Page 2 of 4 Updated 3/16/2018

IVC: Multi-Year Basic Aid Funding Request for Capital Projects

RRF 2327 IVC Pa	Project Name	Les P												
2327 IVC P;		adti	Planning Doc.	Project Budget	Amount Needed	2018-19	2019-20	2020-21	2021-22	2022-23	Total	Existing Funding	State Funding	Comment
	6 & 7 2327 IVC Parking lot 6 Project	New Construction	EFMP	8,788,000	1,300,000	1,300,000					1,300,000	7,488,000		Estimated amount based on: a) 153 additional spaces, ets. \$600K Dower Feed Consolidation est. \$400K c) 30% soft cost estimated d) Possible offsetting savings from fewer solar arrays.
2237 Overdi Mainte	Overdue Scheduled Maintenance Projects	Scheduled Maintenance	FCA** - 2011- 2016	19,140,810	19,140,810	3,828,162	3,828,162	3,828,162	3,828,162	3,828,162	19,140,810	•		Facilities Condition Assessment Report: https://w.ivc.edu/ZZD
2328 Health Access	Health Center FF&E and Access Control	New Construction/FF&E	EFMP	7,500,000	1,360,000	1,360,000					1,360,000	6,140,000		Estimated amount based on FF&E and other requirements. Includes funding for coaches office, transgender restroom, misc minor other: \$305,000
2329 Fine A	Fine Arts Building	New Construction	EFMP* - 2011-16	42,860,000	8,974,680		8,974,680				8,974,680	15,387,320	18,498,000	Existing funding assigned from Basic Aid. This scenario assumes the state funding. The match may will not be required until after 2018-19.
2128 B200-F	B200-Physical Sciences	Scheduled Maintenance	FCA	3,451,000	3,000,000	1,500,000	1,500,000				3,000,000	451,000		Existing funding: \$241K from basic aid (P0757) and \$210K from RDA. Yr 1: \$1.5M (est.) for B230 Conversion Yr 2. \$1.5M (est.) upgrade of remaining labs.
B300 First { Renovation	B300 First & Second Floor Renovation	Renovation	EFMP* - 2011-16	12,734,000	6,367,000			6,367,000			6,367,000		6,367,000	IPP Approved
Socce	Soccer and Practice Fields	Renovation	EFMP* - 2016-21	6,313,000	6,313,000	175,000	6,138,000				6,313,000			
Student Ser Renovation	Student Services Center Renovation	Renovation /FF&E	EFMP* - 2011-16	2,150,000	2,000,000		2,000,000				2,000,000	150,000		Planning Money from RDA funds. Planning to start in FY 2017-18.
Librar	Library Phase II remodel	FF&E		1,100,000	1,000,000		1,000,000				1,000,000	100,000		Planning Money from RDA funds. Planning to start in FY 2017-18.
Elect (Exter	Electronic Access Control (Exterior doors)	New Facilities System		1,200,000	1,200,000	1,200,000					1,200,000			
Electro (Interio	Electronic Access Control (Interior doors)	New Facilities Svstem		2,000,000	2,000,000		2,000,000				2,000,000			
New F Lands	New Fine Arts Promenade Landscape/Hardscape	New Construction	EFMP* - 2016-21	7,169,000	7,169,000				716,900	6,452,100	7,169,000	•		
A-Quad Landsce	ad cape/Hardscape	Renovation	EFMP* - 2016-21	6,206,000	6,206,000				620,600	5,585,400	6,206,000			
A200	A200 Renovation	Renovation/ Scheduled Maintenance	EFMP* - 2011-16 FCA** 2011-2016	6,258,000	6,258,000				625,800	5,632,200	6,258,000	505,000		
Perfor	Performing Arts Yard	Renovation	EFMP* - 2011-16	1,002,085	1,002,085				100,209	901,877	1,002,085	•		
Campt	Campus Entrance Plaza	Renovation	EFMP* - 2016-21	9,202,000	9,202,000				920,200	8,281,800	9,202,000	•		
New A	New Auxiliary Gymnasium	New Construction	EFMP* - 2016-21	18,725,000	18,725,000					16,852,500	18,725,000	•		
SSC E	SSC Expansion Annex	New Construction	EFMP* - 2021-31		13,148,385					11,833,547	13,148,385			
TOTAL	Ļ			168,947,280	114,365,960	9,363,162	25,440,842	10,195,162	9,999,209	59,367,585	114,365,960	30,221,320		

* EFMP - Education & Facilities Master Plan ** FCA - Facility Condition Assessment Report

https://w.ivc.edu/Zk2 https://w.ivc.edu/ZkB Attachment B Page 3 of 4 Updated 03/16/2018

SADDLEBACK: Multi-Year Basic Aid Funding Request for Capital Projects

EXHIBIT A Page 7 of 11

> * EFMP - Education & Facilities Master Plan ** FCA - Facility Condition Assessment Report types are not numbered

Attachment B Page 4 of 4

District	t Services Mı	ulti-Year Basic	Aid Fundin	g Request 1	istrict Services Multi-Year Basic Aid Funding Request for Capital Projects	cts								2	Updated 3/16/2018
#	Location	Project Name	Type	Planning Doc.	Project Budget	Amount Needed	2018-19	2019-20	2020-21	2021-22	2022-23	Total	Existing Funding	State Funding	Comment
P0750	District-wide	Mapping	Planning	EFMP	3,900,000	3,000,000	3,000,000			1		3,000,000	900'006		Project total \$3.9 mil, \$900,000 assigned.
P0727	District-wide	ADA Plan	Planning	ADA Plan	300,000	•					ı		536,245		Phase II to define curriculum, DSPS, programmatic, POI, etc. type needs
P0726	District-wide	Sustainability Phase II	Planning	EFMP Prep	350,000	200,000	200,000	1	ı	I		200,000	154,094		First Phase complete. Phase II continues planning and begins to integrate plan into other arenas: M&O, IT, Public Outreach
P0731	District-wide	ІРР, FPP, 5ҮР	Planning	EFMP	75,000		1	•	1	•		•	157,245	'	Submitting IPP, FPP and 5YP
P0751	District-wide	Pre-Planning & Investigation	Planning	EFMP, FCA	Est. 500,000	175,000	175,000					175,000	324,616		Budget set aside for unknown projects arising mid-year that might require A/E services to better understand project budget
P1009	District-wide	Technology Consultant for Capital Constr	Planning	EFMP, FCA	Est. 400,000	25,000	25,000			1		25,000	374,294		Technology Construction services for capital projects to ensure standards are designed and constructed in support of the college IT departments
P1010	District-wide	EFMP	Planning	EFMP	Est. 2,000,000	625,850		625,850		•		625,850	1,374,151		First year focus on Education Master Plan.Will review budget needs next budget cycle.
P1017	District-wide	ADA Projects	Planning	ADA Survey	36,000,000	3,000,000	3,000,000	3,000,000	3,000,000 3	3,000,000	3,000,000	15,000,000	3,000,000	1	\$3 mil per year for 12 years to address ADA Survey items
	ATEP	Signage Project	Capital Project		Est. 3,000,000	3,000,000	500,000	2,500,000	ı	I		3,000,000	ı		Projected estimates, Phase I work
P0734	АТЕР	Site Development Planning	t Planning	EFMP	4,400,000		1						4,400,000		Estimated annual Development expenditures = \$1 mil. This year requires an additional \$1.8 mil payment to City of Tustin for SOCCCD portion of Victory Road
P0693	ATEP	Demolition	Capital Project	EFMP	6,500,000	T	ı	ı	ı	I			6,789,126		Upcoming County Exchange Demolition project
	ATEP	First Building Support			Est 2,300,000	1,550,000	768,825	768,825		•		1,550,000	750,000		750,000 first year with annual COLA adjustment
	Saddleback	OCR Ramp	Renovation	ADA	850,000	350,000	350,000					350,000	500,000		Estimated cost greater than original budget and tree removal scope added
		TOTAL				11,925,850	8,018,825	6,125,850	3,000,000	3,000,000	3,000,000	23,925,850	19,259,771	•	

EXHIBIT A Page 8 of 11

* EFMP - Education & Facilities Master Plan *FCA - Facilities Condition Assessment



Attachment C Page 1 of 3

OFFICE OF THE VICE CHANCELLOR OF TECHNOLOGY & LEARNING SERVICES MEMORANDUM

- To: Ann-Marie Gabel, Chair Basic Aid Allocation Recommendation Committee (BAARC)
- From: Dr. Robert Bramucci, Chair <>>> District-wide Technology Committee (DTC)
- Date: March 29, 2018

Re: 2018-2019 Proposed Basic Aid Funding for Technology Projects

Following the BAARC meeting on March 16, 2018, and estimates of basic aid funding available for 2018-2019 technology projects, DTC met on Thursday, March 29, 2018, and agreed by consensus to the following basic aid funding allocations for technology projects:

CATEGORY	2017-2018 Funding Received	2018-2019 Funding Allocation Approved by DTC on 3/29/18
Category A		
SIS: State Compliance and College Requests	\$1,814,400	\$1,814,400
Workday HR/Finance System	\$1,955,300	\$1,350,000
Sub-total Category A	\$3,769,700	\$3,164,400
Category B		
Other District-wide Projects (Service Desk, MAP, SmartSchedule, Network Security, Infrastructure, etc.)	\$2,527,500	\$3,600,000
Sub-total Category B	\$2,527,500	\$3,600,000
Category C		
College Projects (Desktop Refresh, Classroom Technology and Audio Visual) Allocation to each college will adhere to the DRAC model	\$3,640,000	\$3,600,000
Sub-total Category C	\$3,640,000	\$3,600,000
SUBTOTAL	\$9,937,200	\$10,364,400
Innovation (5% - per AR 3110)	0	\$ 518,220
TOTAL	\$9,937,200	\$10,882,620

Attachment C Page 2 of 3

District-wide Technology Committee 2018-2019 Proposed Technology Projects for Basic Aid Funding Consideration SUMMARY

ltem Number	Project Name	018-2019 imated Cost
	CATEGORY 1 - SIS and Workday Systems	
	SIS: State Compliance and College Requests	\$ 1,814,400
	Workday HR/Finance System FY 2018-2019	\$ 1,350,000
	Subtotal: Category 1	\$ 3,164,400
	CATEGORY 2 - Other District-wide Projects (Service Desk, MAP, SmartSchedule, etc.) - Ranked by District IT	
1	SIS System Health	\$ 350,000
2	Information Security Contract Services	\$ 360,000
3	MAP/Guided Pathways Support	\$ 385,000
4	DevOps/Identity Management Engineering Services	\$ 200,000
5	Curriculum Management System	\$ 467,600
6	District IT: Infrastructure Expansion	\$ 170,000
7	Privilege Access Management (PAM)	\$ 240,000
8	Registration Restriction Module	\$ 302,400
9	Co-locate District-wide Infrastructure - Planning Funds	\$ 60,000
10	Faculty Syllabus Builder	\$ 315,000
11	Automated Student Assistant (Al Chatbot)	\$ 475,000
12	MySite Faculty Services Upgrade	\$ 275,000

Attachment C Page 3 of 3

District-wide Technology Committee 2018-2019 Proposed Technology Projects for Basic Aid Funding Consideration SUMMARY

ltem Number	Project Name	2018-2019 imated Cost
	Subtotal: Category 2	\$ 3,600,000
	CATEGORY 3 - College Projects - Ranked by Colleges*	
1	College Desktop Refresh	\$ 2,182,754
2	College Classroom Technology Refresh	\$ 602,154
3	Server Hardware Refresh	\$ 407,247
4	Cabling Plant Refresh - Planning Funds	\$ 87,845
5	Network Access Control	\$ 320,000
	Subtotal: Category 3 (see breakdown below)	\$ 3,600,000
	Innovation (5% per AR 3110)	\$ 518,220
	TOTAL	\$ 10,882,620
*	CATEGORY 3 - Breakdown by College	
1	College Desktop Refresh - Saddleback College	\$ 1,400,594
	College Desktop Refresh - Irvine Valley College	\$ 782,160
2	College Classroom Technology Refresh - Saddleback College	\$ 487,154
	College Classroom Technology Refresh - Irvine Valley College	\$ 115,000
3	Server Hardware Refresh - Saddleback College	\$ 207,247
	Server Hardware Refresh -Irvine Valley College	\$ 200,000
4	Cabling Plant Refresh Planning Funds - Saddleback College	\$ 55,845
	Cabling Plant Refresh Planning Funds - Irvine Valley College	\$ 32,000
5	Network Access Control - Saddleback College	\$ 160,000
	Network Access Control - Irvine Valley College	\$ 160,000
	Total: Category 3	\$ 3,600,000



SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP SOUTH ORANGE BOUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES MEETING May 21, 2018

SOCCCD Basic Aid Allocation Recommendation FY 2018-2019

- Trustee elections, legislative advocacy, major legal fees and judgments с.
- Major technology initiatives as identified in the District and College Technology Plans. 4.
- Small renovation projects, including maintenance equipment and scheduled maintenance projects as identified in the 20-year Facility, Renovation and Scheduled Maintenance Plan. <u>ю</u>.

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ATEP SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE +

SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations

BAARC:

- priorities for basic aid funding for the projects listed in the areas of technology, capital projects and planning, technical and legal consultants to support capital Met this spring semester to review district-wide & college plans and funding programs.
- A list of basic aid projects totaling \$83,191,044 is being recommended and approved by the interim chancellor for board approval.
- Interim chancellor and college presidents support BAARC recommendations as presented this evening.
- BAARC discussions were collegial; input was broad-based.
- Final recommendations were reflective of the mindful discussion & integrated planning efforts.

RICT ATEP						F	EXHIBIT Page 4 of 1	B I 1
UNITY COLLEGE DISTR IRVINE VALLEY COLLEGE • A	Aid ns	itative Budget*	\$ 27,996,429	68,993,269	\$ 96,989,698	\$ 13,798,654	\$ 83,191,044	quent changes in property tax get
SOUTH DRANGE GOUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATER	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Amount Available for Allocation at Tentative Budget*	Estimated Balance 7/1/18	Basic Aid Receipts FY 2018-2019	Estimated Property Taxes for Basic Aid	20% Contingency for Unrealized Tax Collections	TOTAL BAARC RECOMMENDATION	*Amounts based on information available at the time BAARC met; subsequent changes in property tax estimates and DRAC model funding will be reflected in the Tentative Budget

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SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations

Allocation Recommendations

									Pa	age 5	50
\$ 5,544,000		48,023,622	4,168,825		5,718,815	3,350,000		5,328,162	175,000	10,882,620	
Long Term Obligations and Fixed Expenses	Capital Projects	 Capital Projects – Priorities FY 2018-2019 	Capital Projects – Special Project Support	Access Controls and ADA	1. Access Controls	2. ADA	Scheduled Maintenance and Small Renovation Projects	1. Scheduled Maintenance	Renovation and other facility related projects	District-wide Technology Priority Projects FY 2018-2019	

TOTAL BAARC RECOMMENDATION

\$ 83,191,044

DISTRICT • • ATEP							EXHIBIT B Page 6 of 11
SOUTH ORANGE BOUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATEP	019 Basic Aid mendations		\$ 44,863,622	1,300,000	500,000	1,360,000	\$48,023,622
SOUTH DRANGE GOUNTY CON SADDLEBACK COLLEGE	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Capital Projects:	SC ATAS Building	IVC Parking Lot #6	ATEP Signage Project	IVC Health Center/Concessions	Subtotal for Capital Projects

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ISTRICT • ATEP							F
VGE COUNTY COMMUNITY COLLEGE DISTRICT Saddleback College • Irvine Valley College • Atep	sic Aid tions	<u>ort Capital Projects</u>	\$ 200,000	3,000,000	175,000	25,000	768,825
SOUTH DRANGE GOUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATEP	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Planning, Technical, and Legal Consultants to Support Capital Projects	Sustainability/Energy Planning Consultant	District-wide Mapping	Pre-Planning and Investigations	Technology Consultant for Capital Construction	ATEP Site Operations



Subtotal for Special Project Support \$4,168,825

RICT											KHIBI ⁻ e 8 of	
OLLEGE DIST			\$4,000,000	1,718,815	3,000,000	350,000	\$9,068,815		3,828,162	1,500,000	175,000	\$5,503,162
SOUTH DRANGE BOUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE & IRVINE VALLEY COLLEGE & ATEP	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Access Controls and ADA Projects:	SC Phase II Access Controls	IVC Access Controls – Doors	District-wide ADA Transition Plan Projects	SC Walkway Lot 9 to Quad		Scheduled Maintenance and Renovation Projects:	IVC Scheduled Maintenance College-wide	IVC B200 Physical Sciences Scheduled Maintenance	IVC Soccer and Practice Fields – Planning Funds	Subtotal for Scheduled Maintenance and Renovation Projects



\$5,503,162 Subtotal for Scheduled Maintenance and Renovation Projects

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STRICT • ATEP											F	EXH Page	HIBIT 9 of 1	B 1	
COLLEGE DI				\$1,814,400	1,350,000		\$3,600,000			\$3,600,000			<u> \$ 518,220</u>	\$10,882,62	
SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATEP	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Technology:	Category A	SIS: State Compliance and College Requests	Workday HR/Finance System	Category B	Other District-wide Projects	(Network security, MAP, SIS enhancements)	Category C	College Projects	(Desktops, Classroom AV, Network Refresh, Access Control;	Allocation per DRAC Model)	Innovation Funds	Subtotal for Technology Projects	

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TRICT ATEP							EXHIBIT B Page 10 of 11
UNITY COLLEGE DIST				(\$706,033)	(800,000)	1,506,033	Ş
SOUTH DRANGE COUNTY COMMUNITY COLLEGE DISTRICT SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ATER	SOCCCD FY 2018-2019 Basic Aid Allocation Recommendations	Other BAARC Recommendations:	Reallocate SC project funds for revised scope	PE 200 and 300 Interior Renovation	PE 400 and 500 Renovation	PE Renovation (Restrooms, Locker Room, Meeting Room)	Net Change in SC PE Allocation

б



SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Thank you

to CIC, DTC, BAARC members

and all other participants!

Questions and Discussion

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Reschedule July 23, 2018 Regular Meeting of the Board of Trustees
	Approval

BACKGROUND

In accordance with Government Code Section 54954 and in compliance with Board Policy 120, regular meetings of the Board shall normally be held the fourth Monday of the month at Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.

<u>STATUS</u>

The Board President has requested to revisit the date set for the Regular Meeting scheduled on July 23, 2018 and move it to July 30, 2018.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees reschedule and approve the July Regular Board meeting on July 30, 2018, in accordance with Government Code 54954 and in compliance with Board Policy 120.

ITEM: 6.7 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Consolidated Elections for Members of Governing Boards

ACTION: Approval

BACKGROUND

The provisions of Education Code Section 5340 read in part:

"School District governing board or community college district governing board member elections for two or more school districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot."

<u>STATUS</u>

Consistent with previous practice during election years, the Orange County Department of Education has notified the South Orange County Community College District that a resolution relative to consolidated elections and order of election needs to be adopted by the board and returned to that office by Friday, June 15, 2018. Resolution 18-13 (Exhibit A) resolves that pursuant to the authority of Education Code Sections 5304 and 5322, the Orange County Department of Education is being notified of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2018.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Resolution 18-13 to notify the Orange County Department of Education of the consolidated election specifications as outlined in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

RESOLUTION 18-13

May 21, 2018

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2018, next succeeding the election.

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2018.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 21st day of May, 2018.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RESOLUTION NUMBER 18-13

Excerpt from the Journal of the Board of Trustees of the South Orange County

Community College District, State of California, for a regular meeting held on the 21st

day of May, 2018, at 6:30 p.m. at which the following members were

PRESENT:

ABSENT:

On motion of Trustee	, seconded by Trustee,
a Resolution and Order of Election and Sp	ecifications of the Election Order was
adopted by the following vote:	
AYES:	

NOES:

ABSENT:

Certified a correct copy this 21st day of May, 2018

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	Annual Approval for Student Trustee to Receive Compensation, to Make/Second Motions for Board Meetings, and term commencement
ACTION:	Approval

BACKGROUND

As required by California Education Code Section 72023.5, the Board of Trustees shall consider whether the Student Trustee shall make and second motions; shall receive compensation as outlined in California Education Code Section 72024, and shall serve a term of one year commencing on May 15. The District has established Student Trustee compensation in District Board Policy 164 – Policy on Board Member Compensation and the Student Trustee right to make and second motions along with their term commencing in May in District Board Policy 104 – Policy on Student Member of the Board of Trustees.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve compensation for the Student Trustee in the amount of \$375 per month paid by the District; allow the Student Trustee to make and second motions; and approve the term commencement date of May 15.

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Saddleback College Stadium and Site Improvement Project Material Testing and Inspection Services, C.E.M. Lab Corp
ACTION:	Approval

BACKGROUND

On November 25, 2013, the Board of Trustees approved eight firms for a pool from which to draw Geotechnical and Material Testing and Inspection services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposal (RFP).

On August 22, 2016, the Board of Trustees approved the Saddleback College Stadium and Site Improvement design-build agreement with PCL Construction Services, Inc., for a total value of \$48,999,900.

<u>STATUS</u>

On April 20, 2018, staff received responses from five firms (EXHIBIT A). Members of district services and college staff evaluated the proposals. Based on a combination of technical merit and total cost, the evaluation committee recommends award of the agreement for the Material Testing and Inspection Services (EXHIBIT B) to C.E.M. Lab Corp., for the Saddleback College Stadium and Site Improvement project, in the amount of \$472,453.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the C.E.M. Lab Corp. agreement (EXHIBIT B) for Material Testing and Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$472,453.

Request for Proposals Material Testing and Inspection Services Saddleback College Stadium and Site Improvement Project

South Orange County Community College District

May 21, 2018

COMPANY NAME	<u>CITY</u>	SUBMITTER'S NAME
*C.E.M. Lab Corp.	Irvine, CA	Teri A. Knoll
Koury Engineering & Testing, Inc.	Chino, CA	Bridget Sherman
MGTL, Inc.	Anaheim, CA	Jacob Cage
Ninyo & Moore	Irvine, CA	Garreth M. Saiki
United-Heider Inspection Group	Moreno Valley, CA	Martin B. Lowenthal

*Recommended Firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MATERIAL TESTING & SPECIAL INSPECTION CONSULTANT SERVICES AGREEMENT SADDLEBACK COLLEGE ATHLETIC STADIUM AND SITE IMPROVEMENT PROJECT C.E.M. LAB CORP.

This AGREEMENT is hereby made and entered into this 21st day of May in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and C.E.M. Lab Corp, 45 Post, Irvine, CA 92618, (949) 502-4130 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain Material and/or Testing & Special Inspection Consultant services for the Saddleback College Athletic Stadium and Site Improvement Project hereinafter referred to as PROJECT; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide consultant services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. <u>Standard of Care</u>. The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. <u>Key Individual Assignment</u>. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Tony Binaei as Principal in Charge, and Mehrdad Ganji as Soils Engineer, Mohammad Joolazadeh as Senior Geotechnical Engineer and Tim Tully and Monty Morris as Steel Inspectors. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in

their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. <u>**Replacement of Key Individual**</u>. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. <u>Relationship of Consultant to Other Project Participants</u>. CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. <u>Acceptance of Project Schedule</u>. The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. <u>Services</u>. The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment A.
- 2.2. <u>Coordination of Others.</u> The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. <u>**Regulatory Compliance.**</u> The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The CONSULTANT shall investigate existing conditions or facilities and make recommendations for change in work scope if deemed necessary.
- 2.5. <u>Work Plan.</u> Work with DISTRICT to finalize project requirements:
 - a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Ensure that work scope conforms to the project definition.

c. CONSULTANT recognizes the scope of work may include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.

2.6. <u>Preparation for Entering Construction Phase</u>.

- a. <u>Review of Design Documents</u>. The CONSULTANT, including the CONSULTANT'S Project Manager for PROJECT construction, shall review project plans, specifications and other documents to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Master Construction Schedule</u>. The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for PROJECT construction.
- 2.7. <u>Construction Phase.</u> CONSULTANT'S assigned personnel shall perform in accordance with all testing code compliance requirements and protocols during activities for the PROJECT. Project components include:
 - 1. Services will be in accordance with DSA form 103. (Attachment C)
 - 2. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by C.E.M. Lab Corp. and DSA approved documents
 - 3. Written daily reporting of on-site activities and any other project related reporting to project Inspector
 - 4. Project material testing and inspections at Saddleback College venues
 - 5. Offsite structural steel fabrication inspection *as required for bleachers and misc. structural steel.*
 - 6. Site observation during construction
 - 7. Attend pre-installation meeting when special inspection is required.
 - 8. Review PROJECT requirements, approved submittal and required licenses
 - 9. Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:
 - i. Testing of reinforcing steel (#5 and larger)
 - ii. Batch plant inspection of concrete
 - iii. Take samples of cement and collection of concrete supplier certifications
 - iv. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
 - v. Continuous inspection for masonry
 - vi. Compression testing for concrete cylinders, mortar and grout prisms
 - vii. Testing of masonry unit

- viii. Testing and inspection of anchors, bolts, and dowels
- ix. Drilling and testing of masonry cores
- x. Preparation of final affidavits
- xi. Review of steel placement
- xii. Visual field welding inspection
- xiii. Asphalt Testing
- 10. Site Inspection of construction materials and fabrications
- 11. Laboratory and field testing of project materials
- 12. Post-report consultation, as required
- b. <u>Daily Operations.</u>
 - 1. Only the DISTRICT and its authorized representative will have the authority to request services.
 - 2. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be communicated to the CONSULTANT'S office a minimum of 24 hours in advance.
 - 3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.
 - 4. Technicians will check in with the DISTRICT'S DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.
 - 5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
 - 6. Test samples taken, but not required, may be disposed of by CONSULTANT.
 - 7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will notify the DISTRICT at 80% billing to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.
- c. <u>Site Observations.</u>
 - 1. <u>CONSULTANT On-Site</u>. At all times during which there are associated work construction activities, CONSULTANT shall have duly qualified personnel at the Site to observe Site construction activities including analysis of all samples as required by this PROJECT..

2. <u>Rejection of Work</u>. Whenever in the ordinary course of discharging its services hereunder, CONSULTANT shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon the safety of persons or property, CONSULTANT shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CONSULTANT, the DISTRICT shall be notified in writing by the CONSULTANT of such conditions.

2.8. <u>Post-Construction Phase</u>.

- a. <u>Review and Transmittal of Contractor Close-Out Documents</u>. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CONSULTANT shall deliver to the DISTRICT all the Contractor's close-out documents and items.
- 2.9. <u>Materials</u>. CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. <u>Additional Services</u>. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.
- 3.2. <u>Notification and Authorization</u>. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. Such services shall include:
 - a. <u>Material Project Scope Changes</u>. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including project size, quality, or complexity or material changes to the Master Construction Schedule.
 - b. <u>Termination/Default of Architect or Contractor</u>. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.

- c. <u>Damage or Destruction to Project</u>. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- d. <u>After Final Certificate of Payment.</u> Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
- e. <u>Other Services.</u> Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

ARTICLE 4 TERM OF SERVICES

- 4.1. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. <u>Term</u>. The construction time frame is anticipated for fourteen (14) months with a completion date of August 21, 2019. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of substantial completion of construction.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice**. DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. <u>Workers Compensation and Employer's Liability</u>. Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. <u>General Liability</u>. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the

DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

- c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - a. <u>Statutory Workers' Compensation and Employers' Liability</u>. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
 - b. <u>Comprehensive general and auto liability</u>. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence and \$2,000,000 in the aggregate, including:

- 1. owned, non-owned and hired vehicles;
- 2. blanket contractual;
- 3. broad form property damage;
- 4. products/completed operations; and
- 5. personal injury.
- c. <u>Additional Insured</u>. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than 30 days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
- 5.3. <u>State Authorized Insurers</u>. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the DISTRICT.
- 5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. Coverage Amounts

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
General and Auto Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate

ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

6.1. <u>Contract Price for Basic Services.</u> The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following lump sum prices:

a.	Preparation for Entering Construction Phase	N/A
b.	Construction Phase	\$423,953
C.	Post-Construction Phase (Close Out) and Procedure 5	\$ 10,000
d.	Allowance for Out of State Travel Per Diem (90 days @ \$150/day)	\$ 13,500
e.	Allowance for Out of State Inspections	\$ 15,000
f.	Reimbursable Cost	\$ 10,000
	TOTAL	\$472,453

- 6.2. <u>Price Inclusions</u>. The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. <u>Consultant Monthly Billing Statements</u>. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4. **Payment in Full**. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. <u>Reimbursable Expenses</u> incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
- Reimbursable expenses shall be expense of transportation in connection with the PROJECT;
 expenses in connection with authorized out-of-town travel; long-distance communications;
 and fees paid for securing approval of authorities having jurisdiction over the PROJECT.
 CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
- c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
- g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of
 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%
- 6.6. <u>Non Waiver of Rights</u>. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **District Payment of Contract Price**. Within30 days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.8. <u>Withholding Payment.</u> The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

- 6.9. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. <u>Schedule Delay</u>. To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: <u>at standard hourly rates</u>. See Attachment B or as a fixed fee.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents**. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. <u>Electronic Copy of Documents</u>. The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. <u>Copyright/Trademark/Patent</u>. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation**. The CONSULTANT shall provide daily reports.

ARTICLE 8 TERMINATION

- 8.1. <u>Termination for Convenience</u>. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. <u>Termination for Cause</u>. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention

to terminate and unless within ten days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. <u>Termination by Either Party</u>. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. <u>Suspension of Project</u>. The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. <u>Abandonment of Project</u>. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.6. **Non Payment**. The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
 - a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. <u>Consultant Compensation</u>. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. <u>Liability for District Damages</u>. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date

of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
 - b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
 - d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
 - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.
- 9.3. <u>Work to Continue.</u> In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until

completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. <u>District Provided Information</u>. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. <u>District Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Mary Opel, Director ATEP Development

- 10.3. <u>District Notification</u>. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Inspections**. The DISTRICT shall retain Inspection Service providers to conduct construction phase inspections as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. <u>District Consultants</u>. Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. <u>Affirmative Action</u>. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

- 11.3. <u>Consultant Accounting Records</u>. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **<u>Review, Approval or Acceptance</u>**. Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for accuracy of CONSULTANT'S work.
- 11.5. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. <u>Employment with Public Agency</u>. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. <u>Independent Contractor</u>. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. <u>Non-Assignment</u>. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual

relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.11. **Permits/Licenses**. CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, 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.
- 11.13. Communications between the parties shall be sent to the following addresses:

DISTRICT Mary Opel Director ATEP Development South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 mopel@socccd.edu

<u>COPY</u> Kim McCord Acting Vice Chancellor, Business Services South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 <u>kmccord@socccd.edu</u> <u>CONSULTANT</u> Tony Binaei President C.E. M. Lab Corp

45 Post Irvine, CA 92618 tony@cemlabcorp.com

- 11.14. <u>Severability</u>. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. Entire AGREEMENT/Amendment. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.

11.16. <u>Binding AGREEMENT</u>. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.17. Definitions

- a. <u>Associate Work</u>. The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. <u>**Contract**</u>. A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect</u>. The Architect is Steinberg-Hart References to the Architect include PCL Construction Services, Inc. and its consultants retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. <u>Site</u>. The physical area for construction and activities relating to construction of the PROJECT.
- g. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. <u>Substantial Completion</u>. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. <u>Final Completion</u>. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

CONSULTANT

C.E.M. Lab Corp.

DISTRICT

South Orange County Community College District

Tony Binaei President Kim McCord Acting Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Proposal Attachment B Criteria and Billing for Extra Work

Attachment C DSA Form 103

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	11 In Words:	11	PROPOSED 'NOT TO EXCEED'	NT For AL	L TESTL	NG, SPECIAL INSI	PECTIONS AND	REPORTING - Task B						458,953.

Costs to testing and inspection per DSA requirements including - BUT NOT LIMITED TO - the following Hourly rates to include all costs to the project site, and time will begin and end with a signature by the IOR Time, Mileage, and per diem to plant or fabricator <u>beyond 50 miles from Saddleback Campus</u> will be covered under reinbursable. The first 50 miles will not be covered, and is considered part of base rate.

Unused District allowance & contingency returns to the District

On a separate sheet, provide unit prices with their variations for

Soll testing
 Rebar Testing (bend, tensile, etc.)
 Concrete Cylinder Testing
 Concrete Cylinder pick up

Provide 'Per Diem Rate' for out of state welding inspection if required

Per Diem Rate 150 / Day

Page 19 of 40

RFP for Material Testing & Inspection Services South Orange County Community College District Athletic Stadium and Site Improvement Project at Saddleback College April 13, 2018

Attachment H

Criteria and Billing for Extra Work

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Agreement and shall be revised each twelve (12) months; thereafter, based upon changes in the Consumer Price Index for the previous twelve month period; using the CPI for the geographical area of the CONSULTANT.

CONSULTANT Services <u><i>Titles are likely to change</i></u>	Fee per Hour
Principal	\$145
Geotechnical Engineer	\$145
Soils Engineer – Special Inspector	\$125
Concrete – Special Inspector	\$88
Welding – Special Inspector	\$88
Masonry – Special Inspector	\$88
Asphalt Concrete – Special Inspector	\$88
Clerical	\$55
Include fee schedules for consultants if used	\$N/A

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

- 1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
 - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
 - b. Provide inspection services that are beyond allowable daily hours.
- 2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
- 3. Providing services made necessary by the default of the contractor.
- 4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

Consultant Services	<u>Fee Per Hour</u>
Principal	\$145
Geotechnical Engineer	\$145
Soils Engineer – Special Inspector	\$128
Concrete – Special Inspector	\$88
Welding Inspector – Special Inspector	\$88
Masonry – Special Inspector	\$88
Asphalt Concrete – Special Inspector	\$88
Clerical	\$55

ATTACHMENT C - DSA FORM 103

See Following DSA Form 103

Page 1 of 5



List of Required Structural Tests & Special Inspections - 2016 CBC Issued 9/1/2017 **DSA-103**

04-116753 Revised: Revised: **DSA File No.:** Application No.: Date Submitted: **INCREMENT #**

District South Orange County Community College District

structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of must be performed as detailed on the DSA approved documents. The appendix at the bottom Laboratory of Record, or Special Inspector. The actual complete test and inspection program structural testing. The project inspector is responsible for providing inspection of all facets of noted on this form are those that will be performed by the Geotechnical Engineer of Record, construction, including but not limited to, special inspections not listed on this form such as inspections required for the project. Generally, the structural tests and special inspections IMPORTANT: This form is only a summary list of structural tests and some of the special of this form identifies work NOT subject to DSA requirements for special inspection or non-structural components, etc., per Title 24, Part 2, Chapter 17A.

NOTE: This form is also available for projects submitted for review under the 2007, 2010, and 2013 CBC

cleared. Click on the "COMPILE" button to show only the tests and inspections finally selected heading indicates that it can be collapsed. However, any selections you may have made will be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory tests and special inspections. A shaded box indicates a test or special inspection that may be INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional required, depending on the scope of the construction and other issues. A shaded box can be For more information on use of this form, see DSA-103.INSTR.

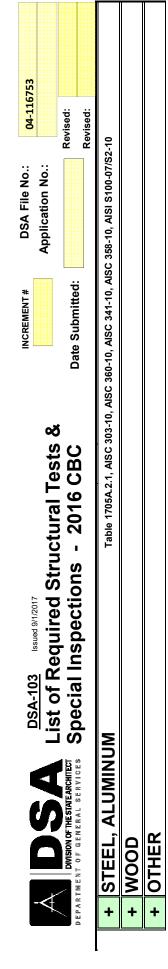
	Note: References are to the 2016	edition of the Cali	lifornia B	2016 edition of the California Building Code (CBC) unless otherwise noted.
	TEST OR SPECIAL INSPECTION		CINNED VIEW	CODE REFERENCE AND NOTES
I	SOILS			
•	1. GENERAL:	Table 1705A.6	9	
×	 a. Verify that: site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, foundation excavations are extended to proper depth and have 	Periodic	¢ GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
1	reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.			
•	CONCRETE	Table 1705A.3,	, ACI 318	Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13
•	7. CAST IN PLACE CONCRETE			
	Material Verification and Testing:			
X	a. Verify use of required design mix.	Periodic	. SI*	Table 1705A.3 Item 5, 1910A.1 (1909.2.3 ⁺). * To be performed by qualified batch-plant inspector and concrete sampling technician
X	b. Identifity, sample, and test reinforcing steel.	Test	LOR	1910A.2 (1909.2.4 [*]); ACI 318-14 Section 26.6.1.2. DSA IR 17-10.16
X	 During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. 	Test	LOR .	00 Table 1705A.3 item 6; ACI 318-14 Sections 26.5 & 26.12 70
X	d. Test concrete (f_c) .	Test	LOR	1905A.1.16 (1909.3.7 ⁺); ACI 318-14 Section 26.12.
	Inspection:			
+	+ MASONRY	TMS 402-13/AC	CI 530-13	TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.3 & TMS 602-13/ACI 530.1-13/ASCE 6-13 Table 5
DSA-103 (Issued 9 Sta	-1-17) dium and Site Improvements	olumn indicates DS,	3A-SS/CC	'ES column indicates DSA-SS/CC sections that may be used by community colleges, per 2016 CBC Sec. 1.9.2.2.

EXHIBIT B

Page 23 of 40

SOCCCD # 142 Rev. 5.10.17

Saddleback College C.E.M. Lab Corp. Page 2 of 5

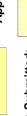


Page 3 of 5



	of Required Structural Tests &	ns - 2016 CBC
Issued 9/1/2017	equired (cial Inspections
<u>-103</u>	of R	cial I













Revised:

List of required verified report(s):

	-	2	ო
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All Structural Testing: Laboratory Verified Report - Form DSA-291 Concrete Batch Plant Inspection: Laboratory Verified Report - Form DSA-291 Soils testing and Inspection: Geotechnical Verified Report - Form DSA-293

KEY to Columns	
1 Type -	2 Performed By -
Continuous – Indicates that a continuous special inspection is required	GE – Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
Periodic – Indicates that a periodic special inspection is required	LOR – Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See section 4-335, 2013 CCR Title 24, Part 1.
Test – Indicates that a test is required	SI – Indicates that the special inspection is to be performed by a special inspector

isible charge
respon
general
r Engineer in general responsibl
Architect o
Name of /

Name of Structural Engineer (When structural design has been delegated)

Signature of Architect or Structural Engineer

date

DIV OF THE STATE ARCHITECT **IDENTIFICATION STAMP** APP. #

SS F/LS N/A DATE A/A AC

Appendix: Work Exempt from DSA Requirements for Special Inspection or Structural Testing DSA-103

(Issued 9-1-17) + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2016 CBC Sec. 1.9.2.2. Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

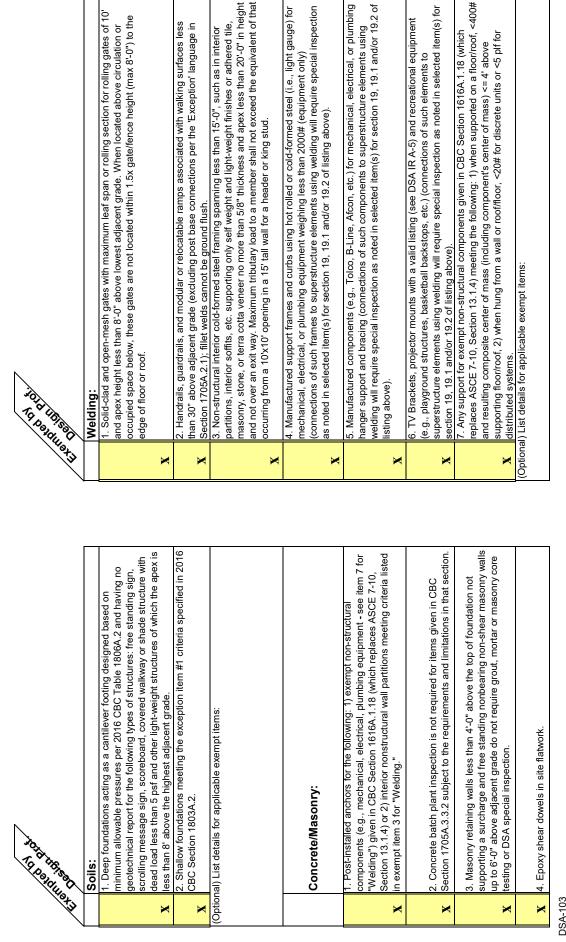
SOCCCD # 142 Rev. 5.10.17

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requirements for the structural tests or special inspections noted. Items marked as exempt shall be identified by either: 1) listing specific details/sheets noted in the spaces provided Exempt items given in IR A-22 or the 2016 CBC (including DSA amendments) and those items identified below with an "X" by the design professional are NOT subject to DSA below OR 2) on the approved construction documents. The project inspector shall verify all construction complies with the approved construction documents.



+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2016 CBC Sec. 1.9.2.2. SOCCCD # 142 Rev. 5.10.17 (Issued 9-1-17) Stadium and Site Improvements Saddleback College

C.E.M. Lab Corp.

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EXHIBIT B Page 26 of 40 Page 5 of 5



<u>DSA-103</u> Issued 9/12017 List of Required Structural Tests & Special Inspections - 2016 CBC



Revised:

Date Submitted:

(Optional) List details for applicable exempt items:

EXHIBIT B Page 27 of 40

DSA-103 + 103 + 103 + 103 + 104 + 104 + 104 + 104 + 104 + 104 + 104 + 104 + 105 + 10

Page 27 of 40

INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. A shaded box indicates a test or special inspection that may be required, Click on the "COMPILE" button to show only the tests and inspections finally selected. For more * By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.) indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. depending on the scope of the construction and other issues. A shaded box can be clicked Placement, compaction and inspection of backfill per Section **1705A.6.1** for fills supporting foundations (see Section 2 above). 04-116754 30-C5 Revised: Revised: TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.3 & TMS 602-13/ACI 530.1-13/ASCE 6-13 Table 5 South Orange County Community College District By geotechnical engineer or his or her qualified representative. * By geotechnical engineer or his or her qualified representative. **DSA File No.: Application No.:** information on use of this form, see DSA-103.INSTR. * Under the supervision of the geotechnical engineer. * Under the supervision of the geotechnical engineer. 11.21.2017 Note: References are to the 2016 edition of the California Building Code (CBC) unless otherwise noted. CODE REFERENCE AND NOTES Date Submitted: **INCREMENT #** -Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13 CIHHAO SHIRE List of Required Structural Tests & District LOR* LOR* щ* ů, щ В B Special Inspections - 2016 CBC Table 1705A.6 Table 1705A.6 Continuous structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of Continuous Continuous NOTE: This form is also available for projects submitted for review under the 2007, 2010, and must be performed as detailed on the DSA approved documents. The appendix at the bottom Laboratory of Record, or Special Inspector. The actual complete test and inspection program Periodic structural testing. The project inspector is responsible for providing inspection of all facets of noted on this form are those that will be performed by the Geotechnical Engineer of Record Test construction, including but not limited to, special inspections not listed on this form such as Test "Bart inspections required for the project. Generally, the structural tests and special inspections MPORTANT: This form is only a summary list of structural tests and some of the special of this form identifies work NOT subject to DSA requirements for special inspection or Issued 12/30/2016 thicknesses, placement, and compaction during placement of fill. site has been prepared properly prior to placement of controlled foundation excavations are extended to proper depth and have Placement of soil reinforcement, drainage devices, and backfill. b. Segmental retaining walls; inspect placement of units, dowels, materials below footings are adequate to achieve the design non-structural components, etc., per Title 24, Part 2, Chapter 17A. Verify use of proper materials, densities and inspect lift Perform classification and testing of fill materials. **DSA-103** fill and/or excavations for foundations, 2. COMPACTED FILLS: 5. RETAINING WALLS: TEST OR SPECIAL INSPECTION reached proper material, and DSD 1. GENERAL: Test compaction of fill. Saddleback College CONCRETE bearing capacity. connectors, etc. MASONRY a. Verify that: SOILS CIBAINDIA \triangleleft ċ a. ġ a. 2013 CBC. Name × × + + School 1 . × . ×

Page 1 of 5

+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 20136 CBC Sec. 1.9.2.2.

Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

(Issued 12-30-16)

DSA-103

SOCCCD # 142 Rev. 5.10.17

EXHIBIT B Page 28 of 40



DEPARTMENT OF DE	DSA-103 Instant DSA File No.: List of Required Structural Tests & Special Inspections - 2016 CBC Date Submitted: 1 Application No.: Re Image: State Structural Tests in the state	* DSA File No.: 30-C5 ed: 11.21.2017 Revised: 04-116754 04-116754
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Stadium and Site Improvements		

EXHIBIT B Page 29 of 40

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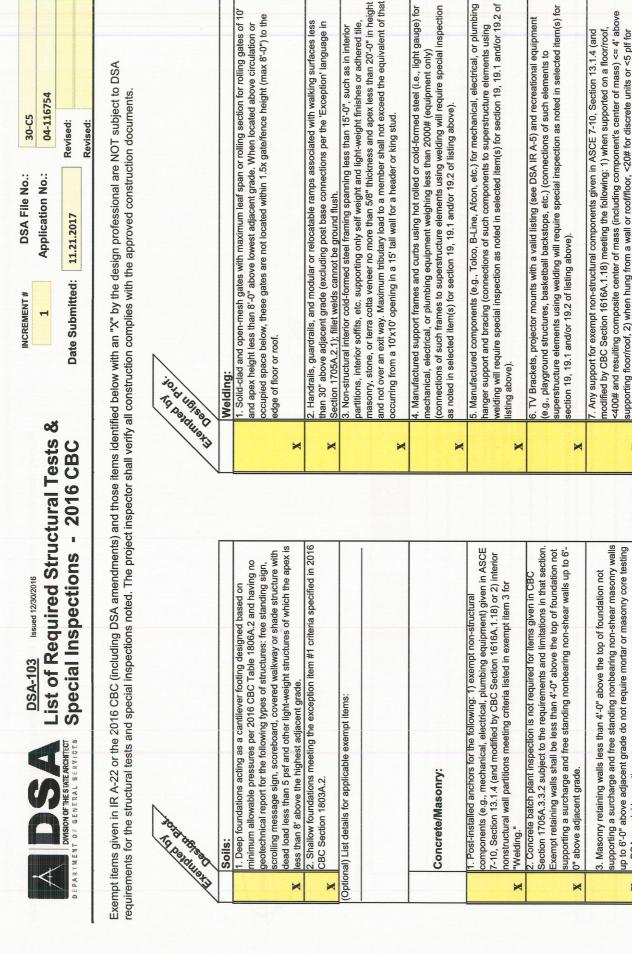
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Stadium and Site Improveme Saddleback College C.E.M. Lab Corp.

INCREMENT # DSA File No.: 30-C5 1 Application No.: 04-116754 Date Submitted: 11.21.2017 Revised:	l Report - Form DSA-293	By -	GE – Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative LOR – Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA	Laboratory Evaluation and Acceptance (LEA) Frogram. See section 4-533, 2013 CCN Trite 24, Fait 1. SI – Indicates that the special inspection is to be performed by a special inspector		Internet Inter	Page 30 of 40
DSA-103 Issued 12/30/2016 List of Required Structural Tests & Special Inspections - 2016 CBC	Soils testing and Inspection: Geotechnical Verified Report - Form DSA-293	2 Performed By -		SI - Indicates that	COMPILE PRINT	Joseph Sion Image: Architect of Engineer in general responsible charge Image: Architect of Engineer (When influctural design has been delegated) Image: Architect of Engineer (When influctural design has been delegated) Signature of architect of Engineer (When influctural design has been delegated) Signature of architect of the constructural design has been delegated) Signature of architect of the constructure of the construction of the constructure of the constructure of the constructure of the construction of the construction of the construction of the construction of the constructure of the construction of the constructio	SOCCCD # 142 Rev. 5.10.17
DEPARTMENT OF GENERAL SERVICES Special	List of required verified report(s):	Let to Columns 1 Type -	Continuous – Indicates that a continuous special inspection is required Periodic – Indicates that a periodic special inspection is required	Test – Indicates that a test is required		Joseph Sion Name of Architect or Engineer in general responsible charge Signature of Architect or Engineer (When Bructural design has been delegated) Signature of Architect of Engineer (When Bructural design has been delegated) Signature of Architect of Engineer (When Bructural design has been delegated) Signature of Architect of Engineer (When Bructural design has been delegated) Signature of Architect of Engineer (When Bructural design has been delegated) Signature of Architect of Arch	ite Improvements ollege orp.

Page 3 of 5

Page 4 of 5



+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 20136 CBC Sec. 1.9.2.2.

(Optional) List details for applicable exempt items:

distributed systems.

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Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

(Issued 12-30-16)

DSA-103

4. Epoxy shear dowels in site flatwork.

X

or DSA special inspection.

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SOCCCD # 142 Rev. 5.10.17

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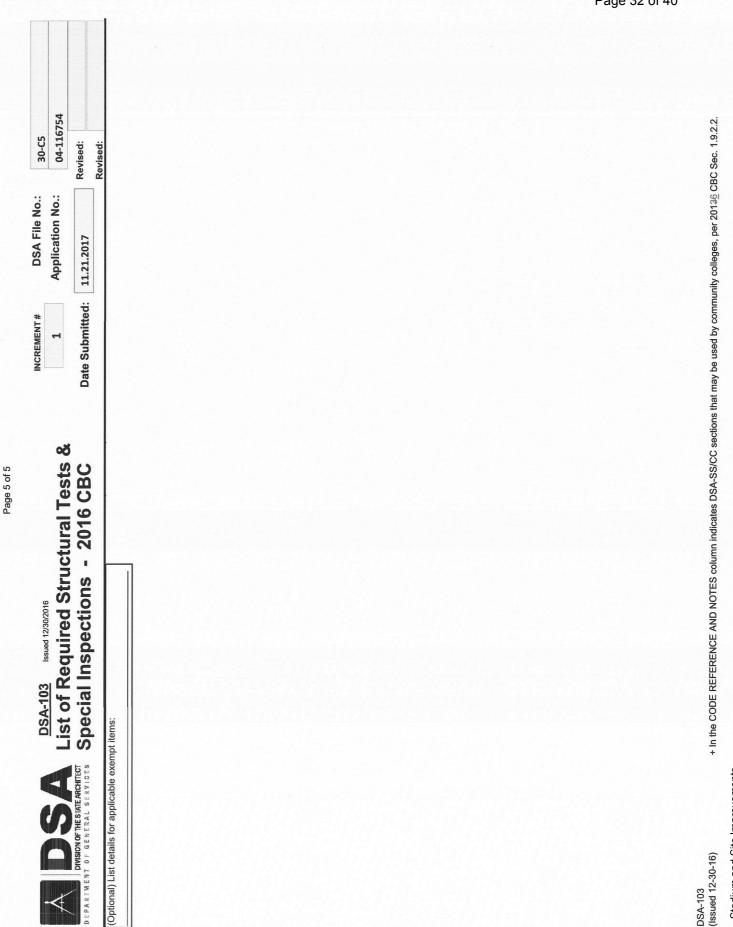


EXHIBIT B Page 32 of 40

> Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

SOCCCD # 142 Rev. 5.10.17

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30-C5 04-116754 Revised: FALSE	sed:	INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests and inspections finally selected. For more information on use of this form, see DSA-103.INSTR.					* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)			ve.			By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)	By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)		.BC Sec. 1.9.2.2. Page 33 of 40
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INCREMENT # 2 Date Submitted:	South Orange County		Iding Code (CBC) unless othe	CODE REFERENCE AND NOTES			* By geotechnical engineer or hi		* Under the supervision of the geotechnical engineer.	* By geotechnical engineer or his or her qualified representative.	* Under the supervision of the geotechnical engineer.	5A.8	* By geotechnical engineer or hi	* By geotechnical engineer or hi	* By geotechnical engineer or hi	Provide tests and inspections per CONCRETE section below.	ections that may be used by corr 10.17
lests & CBC	District	INSTRU tests and required, clicked in heading for mor	lifornia Bui	CIHNAO TATA			т В		LOR*	*39	LOR*	Table 1705A.8	GE*	*B	ењ СЕ	inspections	A-SS/CC se 42 Rev. 5.
uctural Te - 2016 C		f the special I inspections neer of Record, pection program dix at the cial inspection cial nepection sial inspection form such his form such aming, 7A. 2007, 2010,	edition of the Ca	, 1841 1		Table 1705A.6	Periodic	Table 1705A.6	Test	Continuous	Test	:RS):	Continuous	Continuous	Continuous	Provide tests and	lumn indicates DSA-SS/CC section: SOCCCD # 142 Rev. 5.10.17
List of Required Structural Tests Special Inspections - 2016 CBC	ege	IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of constructural wood framing, high-load wood diaphragms, cold-formed steel framing, auchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A. NOTE: This form is also available for projects submitted for review under the 2007, 2010, and 2013 CBC.	Note: References are to the 2016 edition of the California Building Code (CBC) unless otherwise noted.	TEST OR SPECIAL INSPECTION		AL:	Verify that: • site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, • foundation excavations are extended to proper depth and have reached proper material, and • materials below footings are adequate to achieve the design bearing capacity.	COMPACTED FILLS:	Perform classification and testing of fill materials.	Verify use of proper materials, densities and inspect lift thicknesses, placement, and compaction during placement of fill.	f fill.	CAST-IN-PLACE DEEP FOUNDATIONS (PIE	Inspect drilling operations and maintain complete and accurate records for each pier.	Confirm pier locations, diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	Confirm adequate end strata bearing capacity.		+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 20136 CBC Sec. 1.9.2.2 SOCCCD # 142 Rev. 5.10.17
DEPATMENT OF GENERAL SERVICES	Saddleback College	IMPORTANT: This form is on inspections required for the p noted on this form are those t Laboratory of Record, or Spe- must be performed as detaile bottom of this form identifies vo or structural testing. The proje of construction, including but as structural wood framing, hi anchorage of non-structural c NOTE: This form is also avail and 2013 CBC.		LOUIS TEST OR SPEC	SOILS	1. GENERAL:	 a. Verify that: site has been prepared prope fill and/or excavations for four foundation excavations are excavated proper material, and materials below footings are a bearing capacity. 	2. COMPA	a. Perform classificati	 b. Verify use of prope thicknesses, place 	0	4		 c. Confirm pier locations, diameters, applicable), lengths, and embedme Record concrete or grout volumes. 	d. Confirm adequate e	e. Concrete piers.	13-30-16) + Stadium and Site Improvements Saddleback College
DEPART	School Name	IMPOF inspect noted c Labora' bottom or struc of cons as struc anchora anchora anchora and 200		0.10	1	-	X	•	X	x	×	•	x	x	X	X	DSA-103 (Issued 12-30-16) Stadium a Saddleba

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EXHIBIT B Page 34 of 40 Default of 'Continuous' per 1705A.3.3; If approved by DSA, batch plant inspection may be reduced to 'Periodic' subject to requirements in Section 1705A.3.3.1 or eliminated per 1705A.3.3.2. 1705A.4. For Unit Strength: 2105A.3 (2114.6.1*), TMS 602-13 Article 1.4B.2, 1.5B.1 & 1.5B.2. For Prism (required when f'_m > 2000 psi): 2105A.2, TMS 602-13 Article 1.4B.3, 1.4B.4, 1.5B.1 &

 Table 1705A.3 Item 4a (Continuous) & 4b (Periodic) (see Appendix for exemptions). ACI 318-14

 Sections 17.8 & 26.13 * May be performed by the project inspector when specifically approved by

 Table 1705A.3 Item 5, 1910A.1 (1909.2.3⁺). * To be performed by qualified batch-plant inspector **2103A.4** (2103.4⁺), TMS 602-13 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. TMS 402-13 Table 3.1.3 Item 3, TMS 602-13 Article 1.4.B.3 & 1.4.B.4 & Table 5 Item 3. FALSE FALSE Placement, compaction and inspection of backfill per Section 1705A.6.1 for fills 04-116754 + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 20136 CBC Sec. 1.9.2.2. 30-C5 Revised: Revised: TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.3 & TMS 602-13/ACI 530.1-13/ASCE 6-13 Table 5 1910A.2 (1909.2.4⁺); ACI 318-14 Section 26.6.1.2. DSA IR 17-10 TMS 402-13 Table 3.1.3 Item 2a, TMS 602-13 Table 5 Item 2a. DSA File No.: Application No.: Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below. Table 1705A.3 item 6; ACI 318-14 Sections 26.5 & 26.12 2105A.4 (2114.6.2⁺). (See appendix for exemptions.) 1910A.5 (1909.2.7⁺). (See Appendix for exemptions.) 1905A.1.16 (1909.3.7⁺); ACI 318-14 Section 26.12. 12.12.2017 supporting foundations (see Section 2 above). Date Submitted: and concrete sampling technician Provide tests and inspections per MASONRY section below. (See Appendix for exemptions.) NCREMENT # N Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13 1705A.4 I.5B.2. DSA. SOCCCD # 142 Rev. 5.10.17 psi List of Required Structural Tests & LOR 2000 LOR LOR Special Inspections - 2016 CBC LOR LOR LOR щ LOR si* S *ls *IS S ŝ S Enter fm Continuous Continuous See Notes See Notes Periodic Periodic Periodic Periodic Test Test Test Test Test Test Test Issued 12/30/2016 Placement of soil reinforcement, drainage devices, and backfill. reinforcement, anchors, ties, fasteners, and metal accessories. See item 7b above for identification, sampling, and testing of During concrete placement, fabricate specimens for strength Verify size, location and condition of all dowels, construction Verify proportions of site-prepared, premixed or preblended Mill certificate indicate compliance with requirements for Deriodic POST-INSTALLED ANCHORS: 7. CAST IN PLACE CONCRETE STRUCTURAL MASONRY: tests, perform slump and air content tests, and **DSA-103** a. Inspect installation of post-installed anchors Material Verification and Testing: Identifiy, sample, and test reinforcing steel. determine the temperature of the concrete. Material Verification and testing: masonry units, mortar and grout materials. Producer's certificate of compliance for **RETAINING WALLS:** Continuous Verify use of required design mix. Inspect preparation of prisms. h. Welding of reinforcing steel b. Test post-installed anchors. Stadium and Site Improvements DSA DEPARTMENT OF GENERAL SERVICES Test core-drilled samples. d. Masonry retaining walls. supporting masonry, etc. Batch plant inspection Test masonry (fm). Test concrete (P_c). Inspection: Inspection: CONCRETE mortar and grout. reinforcing steel MASONRY Saddleback College 11. 13. S. (Issued 12-30-16) þ. a. ċ a. ė r; ö \mathbf{A} ġ, à i ė r; **DSA-103** t × × . × × × × × r × × × . × × × × × ×

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C.E.M. Lab Corp.

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	Verify size, grade, and type of reinforcement and anchor bolts. Welding of reinforcing steel.			
······································		Periodic	ß	TMS 402-13 Table 3.1.3 Item Item 2b, TMS 602-13 Table 5 Item 2b.
		TMS 402-13 Table 3.1.3 It and/or 19.2(g) & (h) below.	ole 3.1.3 Iter (h) below.	MS 402-13 Table 3.1.3 Item 2i, TMS 602-13 Table 5 Item 2i. Provide special inspection per STEEL, category 19.1(d) & (e) nd/or 19.2(g) & (h) below.
x E	Inspect placement of reinforcement and connectors.	Continuous	S	TMS 402-13 Table 3.1.3 Item 2d, TMS 602-13 Table 5 item 2d.
	Inspect placement of masonry units and construction of mortar joints.	Periodic	SI	TMS 402-13 Table 3.1.3 Item 2c, TMS 602-13 Table 5 Item 2c.
_	Verify preparation, construction, and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90°).	Periodic	SI*	TMS 402-13 Table 3.1.3 Item 2j; TMS 602-13 Table 5 Item 2j. * May be performed by the project inspector when specifically approved by DSA.
	Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	TMS 402-13 Table 3.1.3 Item Item 2h, TMS 602-13 Table 5 Item 2h.
	Inspect grout space prior to grouting and placement of grout.	Continuous	SI	TMS 402-13 Table 3.1.3 Item Item 2e & 2f TMS 602-13 Table 5 Item 2e & 2f
	15. POST-INSTALLED ANCHORS IN MASONRY	1		
	Inspect installation of post-installed anchors	See Notes	\$ N	1705A.4, 1616A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic) (see Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA (See Appendix for exemptions).
b. T	Test post-installed anchors.	Test	LOR	1705A.4, 1910A.5 (1909.2.7 ⁺). (See Appendix for exemptions.)
STE	STEEL, ALUMINUM	Table 1705A.2.1	, AISC 303-	able 1705A.2.1, AISC 303-10, AISC 360-10, AISC 341-10, AISC 358-10, AISI S100-07/S2-10
	17. STRUCTURAL STEEL, COLD-FORMED STEEL.	EL. AND AL	UMINU	ALUMINUM USED FOR STRUCTURAL PURPOSES
	Material Verification:			
≥••• rö	 Verify identification of all materials and: Mill certificates indicate material properties that comply with requirements, Material sizes, types and grades comply with requirements. 	Periodic		2203A.1 (2203.1 ⁺), Table 1705A.2.1 Item 3a-3c; AISI S100-07/S2-10 Section A2.1 & A2.2, AISI S200-12 Section A3, AISI S220-11 Section A4. * By special inspector or qualified technician when performed off-site.
p.	Test unidentified materials	Test	LOR	2203A.1 (2203.1 ⁺).
e. <	Verify and document steel fabrication per DSA approved			
		Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
	18. HIGH STRENGTH BOLTS: RCSC Material Verification of High-Strength Bolts Nuts and Washara	RCSC 2009		
ar ar	Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	N	Table 1705A.2.1 ltem 1, 2203A.1; RCSC 2009 Section 2.1. DSA IR 17-9
b. T	Test high-strength bolts, nuts and washers.	Test	LOR	2213A.1 (2212 6 1*) RCSC 2009 Sertion 7 2 DSA ID 17 8
	Inspection of High-Strength Bolt Installation:			
ن	Bearing-type ("snug tight") connections.	Periodic	S	Table 1705A.2.1 Item 2a; RCSC 2009 Section 9.1. DSA IR 17-9
с, ъ	Slip-critical connections.	*	N	Table 1705A.2.1 Item 2b & 2c. RCSC 2009 Section 9.2 & 9.3. * "Continuous" or "Periodic" depends on the tightening method used. DSA IR 17-9 and 1705A 2.1
	19. WELDING:			1705A.2.5, Table 1705A.2.1 Items 4 & 5; DSA IR 17-3, AWS D1.1 and AWS D1.8 for structural b steel, AWS D1.2 for Aluminum, AWS D1.3 for cold-formed steel, AWS D1.4 for reinforcing steel.
	Verification of Materials, Equipment, Welders, etc:			

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u 12-30-10) + In the CODE F Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

SOCCCD # 142 Rev. 5.10.17

CONTRACT NAME OF CONTRACT	O JO V ODOO	5 + 25		



List of Required Structural Tests & Special Inspections - 2016 CBC DSA-103 Issued 12/30/2016

Date Submitted: 12.12.2017

Revised: FALSE 04-116754 30-C5

					KOVICON
×		Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	S	DSA IR 17-3.
×	b. Cor e	Verify weld filler material manufacturer's certificate of compliance.	Periodic	S	DSAIR 17-3.
×	c. Ver	Verify WPS, welder qualifications and equipment.	Periodic	ß	DSA IR 17-3.
		19.1 SHOP WELDING:			
×	a. Ins wel	Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	Continuous	S	Table 1705A.2.1 Item 5a1-4. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
×	b. Ins	Inspect single-pass fillet welds $\leq 5/16$ ", floor and roof deck welds	Periodic	s	1705A.2.2, Table 1705A.2.1 Item 5a.5 & 5a.6. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
X	c. Ins	Inspect welding of stairs and railing systems.	Periodic	S	1705A.2.1. Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3.
×	d. Vei	Verification of reinforcing steel weldability other than ASTM A706	Periodic	s	1705A.3.1; verify carbon equivalent reported on mill certificates. AWS D1.4. DSA IR 17.3
×	e. Insi	Inspect welding of reinforcing steel.	Continuous	S	1705A.3.1, Table 1705A.3 Item 2, and Table 1705A.2.1 Item 5b, 1903A.8. AWS D1.4. DSA IR 17-
		19.2 FIELD WELDING:			
×	a. Insi wei	Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	Continuous	S	Table 1705A.2.1 Item 5a1-4. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
×	b. Insi	Inspect single-pass fillet welds ≤ 5/16 [*]	Periodic	SI	Table 1705A.2.1 Item 5a.5. Per AISC 360-10 (and AISC 341-10 as applicable) DSA ID 17.3
X	c. Ins ber	Inspect end-weided studs (ASTM A-108) installation (including bend test)	Periodic	ß	2213A.2 (2212.6.2 [*]); per AISC 360-10 (and AISC 341-10 as applicable), AWS D1.1. DSA IR 17-3.
×	d. Insi	Inspect floor and roof deck welds	Periodic	S	1705A.2.2, Table 1705A.2.1 Item 5a.6; per AISC 360 (and AISC 341 as applicable) & AWS D1.3. DSA IR 17-3.
×	e. Ins	Inspect welding of structural cold-formed steel	Periodic	N,*	1705A.2.5; AWS D1.3. * May be performed by the project inspector when specifically approved by DSA. DSA IR 17-3.
×	f. Insi	Inspect welding of stairs and railing systems	Periodic	SI*	1705A.2.1 ; Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
×	g. Ver	Verification of reinforcing steel weldability	Periodic	S	1705A.3.1; verify carbon equivalent reported on mill certificates. DSA IR 17-3
X	h. Ins	Inspect welding of reinforcing steel.	Continuous	S	1705A.3.1, Table 1705A.3 Item 2, and Table 1705A.2.1 Item 5b, 1903A.8. AWS D1.4. DSA IR 17-
	2	21. STEEL JOISTS AND TRUSSES:			i i i i i i i i i i i i i i i i i i i
X	a. Ver well dim lenç	Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	N	1705A.2.3, Table 1705A.2.3; AWS D1.1 and DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.
	2	22. SPRAY APPLIED FIRE-PROOFING:			
X	a. Exa take asp	Examine structural steel surface conditions, inspect application, take samples, measure thickness, and verify compliance of all aspects of application with DSA approved documents.	Periodic	<u></u>	1705A.14
X	b. Tes	Test bond strength.	Test	LOR	1705A.14.6
X	c. Tes	Test density.	Test	LOR	1705A.14.5
	3	23. ANCHOR BOLTS, ANCHOR RODS, & OTHER	R STEEL:		
×	a. An	Anchor Bolts and Anchor Rods	Test	LOR	IR 17-11 Sample and test anchor holts and anchor rods not readily identifiable
D.SA-103	5				ייין אין אין אין אין אין אין אין אין אין

DSA-103 + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2013<u>6</u> CBC Sec. 1.9.2.2. Stadium and Site Improvements SOCCDE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2013<u>6</u> CBC Sec. 1.9.2.2. Stadieback College College College CBC Sec. 1.9.2.2. C.E.M. Lab Corp.

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	~		DSA-103 Issued 12/30/2016			INCREMENT #	DSA File No.:	30-C5		
	*		List of Required	Structural Tests &	sts 8	2	Application No.:	04-116754	754	
	DEPAR	DEPARTMENT OF GENERAL SERVICES	Special Inspectic	- 2016 C	BC	Date Submitted: 12.12.2017	12,12,2017	Revised: FALSE	FALSE	
ſ		=				1		Revised:	FALSE	
	Y	b. Threaded rod not used for foundation anchorage.	or foundation anchorage.	Test	LOR	LOR Sample and test threaded rods not readily identifiable per providence acted in ID 47.44	readily identifiable per per	too oot	in 10 47 44	
	+	WOOD					וכפתוול ותכווווומחוב לבו לול	ocennies liote		

+ OTHER

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DSA-103 + 103 + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2013<u>6</u> CBC Sec. 1.9.2.2. Stadium and Site Improvements SOCCCD # 142 Rev. 5.10.17 C.E.M. Lab Corp.

INCREMENT # DSA File No.: 30-C5 ests & 2 Application No.: 04-116754 CBC Date Submitted: 12.12.2017 Revised: FALSE	Soils testing and Inspection: Geotechnical Verified Report - Form DSA-293 All Structural Testing: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Masonry Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Shop Welding Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Field Welding Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Field Welding Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 HS Bolt Installation Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Fire-Proofing Application Inspection: Laboratory Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI, Special Inspection Verified Report - Form DSA-292 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or, for independently contracting SI,	2 Performed By - GE - Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative. LOR - Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See section 4.335, 2013 CCR Title 24, Part 1. SI - Indicates that the special inspection is to be performed by a special inspector SI - Indicates that the special inspection is to be performed by a special inspector DIV OF THE STATE ARCHITECT APP . # AC N/A DATE DATE
DSA-103 Issued 12302016 DISA-103 Issued 12302016 List of Required Structural Tests & Distof required services DSA-103 Issued 12302016 DSA-103 Issued 12302016 DSA-103 Issued 12302016 List of Required Structural Tests & DSA-103 Issued 12302016 List of required verified reportions - 2016 CBC	1 Soils testing and Inspection: Ge 2 All Structural Testing: Labor 3 Concrete Batch Plant Inspection: Laboratory Verified Report - Form DSA-291, or, for 4 Masonry Inspection: Laboratory Verified Report - Form DSA-291, or, for 5 Shop Welding Inspection: Laboratory Verified Report - Form DSA-291, or, Field Welding Inspection: Laboratory Verified Report - Form DSA-291, or, HS Bolt Installation Inspection: Laboratory Verified Report - Form DSA-291, or 7 Y 8 Steel Joist Fabrication Inspection: Laboratory Verified Report - Form DSA-291, or 9 Fire-Proofing Application Inspection: Laboratory Verified Report - Form DSA-291, or	Are rootonuns 1 Type - 1 Periodic - Indicates that a continuous special inspection is required 1 Periodic - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is required 1 Test - Indicates that a test is test is

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	INCREMENT # DSA File No.: 30-C5 2 Application No.: 04-116754 Date Submitted: 12.12.2017 Revised: FALSE	or Structural Testing and those items identified below with an "X" by the design professional are NOT subject to DSA t inspector shall verify all construction complies with the approved construction documents.	And the set of the set	Welding: 1. Solid-clad and open-mesh gates with maximum leaf span or rolling section for rolling gates of 10' and apex height less than 8-0' above lowest adjacent grade. When located above circulation or occupied space below, these gates are not located within 1.5x gate/fence height (max 8'-0'') to the edge of floor or roof.	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds cannot be ground flush. 3. Non-structural interior cold-formed steel framing spanning less than 15-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20" of the equivalent of that occurring from a 10X10" opening in a 15' tall wall for a header or king stud.	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 of listing above).	 Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or blumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 66 H119.2 of listing above). 	0 s that may be used by community colleges, per 2013 <u>6</u> CBC Sec. 1.9.2.2. Page 39 of 40
Page 7 of 8	tural Tests & 2016 CBC	or Structural Testing and those items identify at inspector shall verify a	to pastilities at the state	X				nn indicates DSA-SS/CC section: SOCCCD # 142 Rev. 5.10.17
	DSA-103 Issued 12/30/2016 DISA-103 Issued 12/30/2016 List of Required Structural T Special Inspections - 2016	Appendix: Work Exempt from DSA Requirements for Special Inspection or Structural Testing Exempt items given in IR A-22 or the 2016 CBC (including DSA amendments) and those items identified below with an "X" by the design professional are NOT subject to requirements for the structural tests and special inspections noted. The project inspector shall verify all construction complies with the approved construction documents.	A to base to	 Solls: Solls: The point dations acting as a cantilever footing designed based on minimum allowable pressures per 2016 CBC Table 1806A.2 and having no geotechnical report for the following types of structures: free standing sign, scrolling message sign, scoreboard, covered walkway or shade structure with dead load less than 5 psf and other light-weight structures of which the apex X is less than 8' above the highest adjacent grade. 	 2. Shallow foundations meeting the exception item #1 criteria specified in 2016 CBC Section 1803A.2. (Optional) List details for applicable exempt items: 	Concrete/Masonry:	 Post-installed anchors for the following: 1) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment) given in ASCE 7-10, Section 13.1.4 (and modified by CBC Section 1616A.1.18) or 2) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding." 	DSA-103 (Issued 12-30-16) + In the CODE REFERENCE AND NOTES colum Stadium and Site Improvements Saddleback College C.E.M. Lab Corp.

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30-C5

DSA File No.:

INCREMENT#



Concrete batch plant inspection is not required for items given in CBC

Section 1705A.3.3.2 subject to the requirements and limitations in that

1 List of Required Structu Special Inspections - 2

				3		-
ral 1	ral Tests &	2	Application No.:	04-116754	754	r
016	016 CBC	Date Submitted: 12.12.2017		Revised:	FALSE	I
				Revised:	FALSE	1111
		6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment	vith a valid listing (see DSA IR	(A-5) and	recreational equipment	Г
		(e.g., playground structures, basketball backstops, etc.) (connections of such elements to	tball backstops, etc.) (connec	tions of su	ch elements to	
	I	for section 19, 19.1 and/or 19.2 of listing above).	listing above).	ction as no	oted in selected item(s)	
	X					
		7. Any support for exempt non-structural components given in ASCE 7-10. Section 13.1.4 (and	ctural components given in A	SCE 7-10.	Section 13.1.4 (and	Т
		modified by CBC Section 1616A.1.18) meeting the following: 1) when supported on a floor/roof	18) meeting the following: 1)	when supp	orted on a floor/roof	
		<400# and resulting composite center of mass (including component's center of mass) <= 4, above	iter of mass (including compo	nent's cen	ter of mass) <= 4' above	
	;	supporting floor/roof, 2) when hung from a wall or roof/floor. <20# for discrete units or <5 nlf for	from a wall or roof/floor, <20	# for discre	ete units or <5 plf for	
	X	distributed systems.				
	(Optional)	(Optional) List details for applicable exempt items:	ns:			٦

supporting a surcharge and free standing nonbearing non-shear masony walls up to 6'-0" above adjacent grade do not require mortar or masonry core testing or DSA special inspection. foundation not supporting a surcharge and free standing nonbearing non-shear walls up to 6'-0" above adjacent grade. 3. Masonry retaining walls less than 4'-0" above the top of foundation not section. Exempt retaining walls shall be less than 4'-0" above the top of (Optional) List details for applicable exempt items: 4. Epoxy shear dowels in site flatwork. × × ×

EXHIBIT B Page 40 of 40

d 12-30-16) + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 20136 CBC Sec. 1.9.2.2. Stadium and Site Improvements Saddleback College C.E.M. Lab Corp. (Issued 12-30-16) **DSA-103**

SOCCCD # 142 Rev. 5.10.17

Page 40 of 40

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Award of Bid No. 346, Otero Construction, Inc.
- **ACTION:** Approval

BACKGROUND

On June 17, 2013, the Board of Trustees approved basic aid funding for Irvine Valley College Construction Defects, Performing Arts Center project for the value of \$1,400,000. This project addresses proper ventilation at the PAC Scene Shop, correction to the main stage counterbalance system, and acoustical improvements at the building's main lobby.

<u>STATUS</u>

On April 19 and April 26, 2018, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Construction Defects, Performing Arts Center project. The request for bids was also posted on the district website. Three bids were received on May 7, 2018. The lowest responsive, responsible bid was submitted by Otero Construction, Inc., in the amount of \$643,474 (EXHIBIT A). Staff has reviewed the bids and recommends approval.

Basic Aid funds are available in the project budget in the amount of \$1,400,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve award of Bid No. 346, Irvine Valley College Construction Defects, Performing Arts Center project and approve the agreement (EXHIBIT B) with Otero Construction, Inc., in the amount of \$643,474.

Bid No. 346 Construction Defects, Performing Arts Center Irvine Valley College

South Orange County Community College District

May 21, 2018

<u>CONTRACTORS</u>	LOCATION	<u>AMOUNT</u>
*Otero Construction, Inc.	Santee, CA	\$643,474.00
Amtek Construction	Whittier, CA	\$724,833.00
Minako America Corporation dba Minco Construction	Gardena, CA	\$970,000.00

*Recommended Award

AGREEMENT – CONSTRUCTION SERVICES, CONSTRUCTION DEFECTS PERFORMING ARTS CENTER (PAC) PROJECT, IRVINE VALLEY COLLEGE, OTERO CONSTRUCTION, INC.

THIS AGREEMENT, dated the 21 day of May 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Otero Construction Inc., 8400 N Magnolia Avenue, Suite E, Santee, CA 92071, (619) 244-8843 (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Construction Defects, Performing Arts Center at Irvine Valley College according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Six Hundred Forty-Three Thousand Four Hundred Seventy-Four Dollars (\$643,474.00_).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within Seventy-Nine (79) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of

actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation

or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

	Public Liability Insurance for injuries including accidental death, to any one	
	person in an amount not less than	\$2,000,000
		<i> </i>
	Subcontractors of every tier	\$1,000,000
Defects,	Performing Arts Center	
College		

Construction I Irvine Valley C Otero Construction, Inc. and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an	
amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10

(04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRAC	CTOR is a corporation,	, the undersigned	hereby	represer	nts	and	war	rants	that	the
corporation is duly incorporated and in good standing in the State of						_, a	nd tha	at		
, whose title is		, is aut	horized	to	act	for	and	bind	the	
corporation.										

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

_	
Rv	•
Dy	•

By: _____ Signature

Kim McCord Acting Vice Chancellor, Business Services kmccord@socccd.edu

Print Name

Title

Email

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

- **TO:** Board of Trustees
- FROM: Ann-Marie Gabel, Interim Chancellor
- RE: SOCCCD: Irvine Valley College B300 Exterior Improvements Project, Award of Bid No. 348, Amtek Construction
- **ACTION:** Approval

BACKGROUND

On June 25, 2012, the Board of Trustees approved basic aid funding for Irvine Valley College Upgrade Exterior and Entries to B300 Building project for a value of \$680,000.

<u>STATUS</u>

On April 4, 2018 and April 11, 2018, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College B300 Exterior Improvements project. The request for bids was also posted on the district website. Three bids were received on April 24, 2018. The lowest responsive, responsible bid was submitted by Amtek Construction, in the amount of \$813,636 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Basic aid funds are available in the approved project budget of \$680,000, and the college will also use scheduled maintenance and local funding to support the additional contract value.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve award of Bid No. 348, Irvine Valley College B300 Exterior Improvements project and approve the agreement (EXHIBIT B) with Amtek Construction, in the amount of \$813,636.

Bid No. 348 B300 Exterior Improvements Project Irvine Valley College

South Orange County Community College District

May 21, 2018

CONTRACTORS	LOCATION	<u>AMOUNT</u>
*Amtek Construction	Whittier, CA	\$813,636
Klassic Engineering & Construction, Inc.	Orange, CA	\$825,150
Otero Construction, Inc.	Santee, CA	\$930,056

*Recommended Award

AGREEMENT – CONSTRUCTION SERVICES, B300 EXTERIOR IMPROVEMENTS PROJECT, IRVINE VALLEY COLLEGE, AMTEK CONSTRUCTION

THIS AGREEMENT, dated the 21 day of May, 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and AMTEK Construction, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as B300 Exterior Improvements Project, Irvine Valley College, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Eight Hundred Thirteen Thousand, Six Hundred Thirty-Six Dollars (\$813,636.00).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within Eighty-One (81) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to

DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation

or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one	
person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
mprovements Project Illege	

B300 Exterior Improvements Project Irvine Valley College Amtek Construction and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an	
amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10

(04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned	hereby	represen	ts a	and	war	rants	that	the
corporation is duly incorporated and in good standing in the State of					_, aı	nd tha	at	
, whose title is		horized t	to	act	for	and	bind	the
corporation.								

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

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Rv	٠
Dу	•

By: _____ Signature

Kim McCord Acting Vice Chancellor, Business Services kmccord@socccd.edu

Print Name

Title

Email

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

то:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Change Order No. 4, Griffith Company
ACTION:	Approval

BACKGROUND

On October 24, 2016, the Board of Trustees approved a \$5,353,750 construction agreement with Griffith Company for the ATEP Site Utilities and Infrastructure Phase I project. The Board of Trustees approved Change Order No. 1 for \$188,686, on February 27, 2017; Change Order No. 2 for \$302,579 on March 27, 2017, and Change Order No. 3 on October 10, 2017, a no cost time extension, was executed for a revised contract total of \$5,845,015.

<u>STATUS</u>

The required modifications contained in Change Order Request No. 4 are described in EXHIBIT A. Approval of Change Order No. 4 will result in an increase of \$283,106, for a final contract total of \$6,128,121, and a final contract completion date of April 16, 2018, an extension of 94 days.

The total project change order percentage is at 14.5%, 4.5% over the 10% limit established in Public Contract Code (PCC) 20118.4 and 20659. District staff performed an assessment and determined sufficient evidence exists supporting a no competitive advantage finding:

- It would work an incongruity and not produce any advantage to competitively bid the additional scope that was a result of five independent design revisions mandated by the Irvine Ranch Water District.
- This change order established the needed continuity of work, to ensure the timely occupancy of the ATEP IDEA building or the project would have been substantially delayed.
- The no competitive advantage finding to continue services in excess of the PCC 10% limit is supported by case law; <u>Meakin v. Steveland</u> (1977) 68 Cal.App.3d 490 and <u>Los Angeles Dredging v. Long Beach</u> (1930) 210 Cal. 348, that holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

Basic aid funds are available in the approved project budget of \$12,575,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Board Change Order No. 4 (EXHIBIT A) for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$283,106, for a revised contract total of \$6,128,121 and time extension of 94 days.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ATEP Site Utilities and Infrastructure Phase 1 Project Board Change Order No. 4

May 21, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 4 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
20	GC	Griffith Company		\$5,353,750.00	\$491,265.00	\$283,106	\$6,128,121	94
		20401 SW Birch Street						
		Newport Beach, CA 92660	TOTAL	5,353,750.00			6,128,121	94

COR No.	Date	Description	Requested	Status	Amount	Time Extension
N/A	5/3/2018	Close out Contract Allowance	District	reviewed	-\$1,085.75	
12.1	2/26/2018	Rebar in curbs due to Addendum 3 response	District	reviewed	\$11,233.13	
22	10/10/2017	Doweled expansion every 50' at paseo to match First Building	District	reviewed	\$10,860.03	
26	3/12/2018	Extended trench plate rental for Valencia Avenue work due to IRWD requiring approval prior to executing work	District (IRWD)	reviewed	\$47,817.44	
30.1	2/21/2018	IRWD Delta 4 revisions due to existing utilities conditions at point of connection	District (IRWD)	reviewed	\$29,399.08	
31.1	2/15/2018	Cost for changed qualifications from So Cal Gas for excavation of site trenches	District (SoCalGas)	reviewed	\$1,553.38	
32	1/10/2018	Cost to investigate existing Valencia Avenue utilities conflicting with IRWD domestic water line point of connection	District (IRWD)	reviewed	\$1,657.41	
33	1/16/2018	Credit for 6" non-expansive material beneath sidewalk through the project	District	reviewed	-\$13,000.00	
34	1/16/2018	Remobilization for RJ Noble due to IRWD impact related to Delta 4 changes at Lansdowne and Hope	District (IRWD)	reviewed	\$5,514.60	
35	2/21/2018	Break, haul and dispose of all buried, unforeseen encasements and utilities discovered during project	District	reviewed	\$5,860.02	
36	3/6/2018	Regrade at Lansdowne curb to meet SCE requirements for equipment clearances	District (SCE)	reviewed	\$12,698.73	
37.1	4/26/2018	Frame and Grate material change at bike lane	District	reviewed	\$584.79	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ATEP Site Utilities and Infrastructure Phase 1 Project Board Change Order No. 4

May 21, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 4 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
20	GC	Griffith Company		\$5,353,750.00	\$491,265.00	\$283,106	\$6,128,121	94
	-	20401 SW Birch Street						
		Newport Beach, CA 92660	TOTAL	5,353,750.00			6,128,121	94

COR No.	Date	Description	Requested	Status	Amount	Time Extension
39	2/20/2018	Block out for paseo planter wall to coordinate IVC First Building project change	District	reviewed	\$1,859.41	
40	2/22/2018	Revise joint utility trench due to Cox and AT&T design change which impacted overall trench width across most of the site	District (Cox &ATT)	reviewed	\$27,549.77	
41	2/26/2018	Re-grade paseo to align with the First Building concrete	District	reviewed	\$3,535.00	
42	3/13/2018	Remove and replace roadway at Hope and Lansdowne due to survey discrepancy at street center line and curb flow line	District	reviewed	\$15,768.12	
43	3/1/2018	Compensable project time impact due to IRWD, SoCal Gas, Cox and AT&T (49 working days at \$2,064/day)	District (IRWD, SoCalGas, Cox,ATT)	reviewed	\$101,136.00	49
43.1	5/3/2018	Non-compensable time impact to project to achieve substantial completion; 45 calendar days	District	reviewed	\$0.00	45
44	3/12/2018	Re-excavate for SCE tie in and replace wheelchair ramp at Valencia and Lansdowne	District (SCE)	reviewed	\$6,072.12	
45	3/19/2018	Raise and adjust sewer maintenance holes and water valves	District	reviewed	\$5,828.71	
47	5/3/2018	Load and haul asphalt and concrete due to scope of work changes related to RFI's 47 and 67	District	reviewed	\$4,524.00	
48	4/27/2018	IRWD Delta 5 revisions to relocate Air Vac assembly along Valencia Avenue	District	reviewed	\$25,539.87	
N/A	5/3/2018	Credit for reduction in off haul of excess soils generated from project	District	reviewed	-\$21,800.00	
		TOTAL THIS CHANGE ORDER REQUEST			\$283,106	94

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ATEP Site Utilities and Infrastructure Phase 1 Project Board Change Order No. 4

May 21, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 4 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
20	GC	Griffith Company		\$5,353,750.00	\$491,265.00	\$283,106	\$6,128,121	94
		20401 SW Birch Street						
		Newport Beach, CA 92660	TOTAL	5,353,750.00			6,128,121	94

COR No.	Date	Description	Requested	Status	Amount	Time Extension

ITEM: 6.13 DATE: 5/21/18

TO: Board of Trustees
FROM: Ann-Marie Gabel, Interim Chancellor
RE: SOCCCD: Advanced Technology and Education Park (ATEP) Site Utilities and Infrastructure Phase I Project, Notice of Completion, Griffith Company
ACTION: Approval

BACKGROUND

On October 24, 2016, the Board of Trustees approved a \$5,353,750 agreement with Griffith Company for the ATEP Site Utilities and Infrastructure Phase I project. At this May 21, 2018 board meeting, staff is recommending approval of Change Order No. 4, for a time extension of 94 days and an increase of \$283,106, for a total contract value of \$6,128,121.

<u>STATUS</u>

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the ATEP Site Utilities and Infrastructure Phase I project.

Basic aid funds were used from the original project budget of \$10,100,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the ATEP Site Utilities and Infrastructure Phase I project to Griffith Company, for a final contract amount of \$6,128,121. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 28000 Marguerite Parkway Mission Viejo, California 92692 Attn: Facilities Planning

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: SITE UTILITIES AND INFRASTRUCTURE PHASE I PROJECT at the ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP), the contract for the doing of which was heretofore entered into the 24th day of October, 2016, which contract was made with Griffith Company, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 21st day of May, 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is LIBERTY MUTUAL INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

ADVANCED TECHNOLOGY AND EDUCATION PARK **1624 VALENCIA AVENUE** TUSTIN, CA 92782

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____

Ann-Marie Gabel Interim Chancellor

Dated

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

Subscribed and sworn to (or affirmed) before me

on this day of , 20

by <u>Ann-Marie Gabel</u> (Name of Signer)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ Signature of Notary Public

(Seal)

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- RE: SOCCCD: District-wide Network Security Firewall Annual Maintenance Services and Support, Utilizing the National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreements Nos. AR626 to Palo Alto Networks, through its value added reseller Optiv Security, Inc.
- **ACTION:** Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved the District-wide Network Security Firewall Refresh project as part of the FY 2016-2017 technology basic aid funding. These Network Security Firewalls require ongoing annual service subscription and support.

The State of Utah, in association with the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), has awarded Master Price Agreement No. AR626 to Palo Alto Networks. The State of California approved the usage of this agreement effective June 1, 2014 through May 31, 2019 in accordance with State of California Participating Addendum No. 7-14-70-11. Palo Alto Networks has many authorized resellers listed in the NASPO/WSCA agreement.

<u>STATUS</u>

Working with district purchasing and contracts, district IT staff requested proposals from a minimum of three authorized resellers of Palo Alto Networks for the procurement of ongoing annual service subscription and support for the network firewall equipment, using the Palo Alto Networks Master Price Agreement No. AR626.

The WSCA contract and the California Participating Addendum has been reviewed and approved for use by the Orange County Department of Education legal counsel and is available for review in the Procurement department. For the current project needs, district IT staff obtained three quotes with the low quote received from Optiv Security, Inc. in the amount of \$189,909.36 (EXHIBIT A).

This approval applies to all ongoing annual service subscription and support purchases made within the term of the agreement and is contingent upon the availability of funds for each purchase. All purchases will be procured using district issued purchase orders and will be brought forward for Board ratification.

Funding is available in the District IT approved basic aid account.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the use of Master Price Agreement No. AR626 awarded by the State of Utah in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-11. This approval applies to procurement of ongoing annual service subscription and support for the District-Wide Network Security Firewall equipment from Optiv Security, Inc. All purchases will be procured with district issued purchase orders and will be brought forward for Board ratification.

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Date: 5/3/2018 **Expiration:** 6/30/2018

To:

South Orange County Community College District Jeff Dorsz 28000 Marguerite Pkwy District Services Mission Viejo, CA 92692-3635 (949) 582-4308 jdorsz@socccd.edu

2018 July Palo Alto Renewal 5020 only, serial '002501000712 NASP0 Contract # 7-14-70-11 (AR626)

Quote#: 1012772-1 Payment Terms: Net 30 Federal ID Number: 43-1806449

From: Ray Burgess (714) 904-9283

ray.burgess@optiv.com Inside Sales:

Tara Messner (773) 573-5957 tara.messner@optiv.com Remit Payment: PO Box 28216 Network Place

Chicago, IL 60673-1282

# ne	Product Description	Product Code	Term	Serial Number(s)	α τΥ	Customer Price	Customer Extended Price
-	Palo Alto Networks : Threat prevention subscription renewal, PA-5020	PAN-PA- 5020-TP-R	2018-07-01 to 2019-07-01	'002501000712	-	USD 5,840.00	USD 5,840.00
0	Palo Alto Networks : Palo Alto Premium support renewal, PA-5020	PAN-SVC- PREM-5020-R	2018-07-01 to 2019-07-01	'002501000712	-	USD 5,760.00	USD 5,760.00

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Subtotal:USD 11,600.00Estimated Tax:USD 452.60Estimated Shipping:USD 0.00Grand Total:USD 12,052.60

EXHIBIT A Page 1 of 3

Sales Quote Terms and Conditions

OPTIV

Date: 5/3/2018 **Expiration:** 6/30/2018

To:

South Orange County Community College District Jeff Dorsz 28000 Marguerite Pkwy District Services Mission Viejo, CA 92692-3635 (949) 582-4308 jdorsz@socccd.edu 2018 July Palo Alto Renewal with 8/22/18 co-term

NASP0 Contract # 7-14-70-11 (AR626)

Quote#: 960303-3 Payment Terms: Net 30 Federal ID Number: 43-1806449

From: Ray Burgess (714) 904-9283 ray.burgess@optiv.com Inside Sales: Tara Messner (773) 573-5957 tara.messner@optiv.com Remit Payment: PO Box 28216 Network Place

Chicago, IL 60673-1282

					F	Page	2 of 3
Customer Extended Price	USD 7,154.00	USD 486.00	USD 1,440.00	USD 7,154.00	USD 1,440.00	USD 7,560.00	USD 7,560.00
Customer Price	USD 7,154.00	USD 486.00	USD 1,440.00	USD 7,154.00	USD 1,440.00	USD 7,560.00	USD 7,560.00
QTY	~	-	-	-	-	-	-
Serial Number(s)	'002201003802	'0006C110330	'0007B100359	'002201003804	'000702061682	'002201003814	'002201003803
Term	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01
Product Code	PAN-PA-5050- TP-HA2-R	PAN-SVC- STND-500-R	PAN-SVC- PREM-PRA-25-R	PAN-PA-5050- TP-HA2-R	PAN-SVC- PREM-PRA-25-R	PAN-SVC- STND-5050-R	PAN-SVC- STND-5050-R
Product Description	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Palo Alto Standard support renewal, PA-500	Palo Alto Networks : Palo Alto Premium support renewal, Panorama 25 devices	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Palo Alto Premium support renewal, Panorama 25 devices	Palo Alto Networks : Standard support renewal, PA-5050	Palo Alto Networks : Standard support renewal, PA-5050
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EXHIBIT A

Customer Extended Price	USD 7,560.00	USD 7,154.00	USD 7,154.00	USD 18,980.00	USD 7,560.00	USD 7,560.00	USD 7,154.00	USD 18,720.00	USD 18,720.00	USD 7,154.00	USD 7,560.00	USD 18,980.00	USD 1,200.55	USD 977.59	USD 1,196.71	USD 977.59
Customer Price	USD 7,560.00	USD 7,154.00	USD 7,154.00	USD 18,980.00	USD 7,560.00	USD 7,560.00	USD 7,154.00	USD 18,720.00	USD 18,720.00	USD 7,154.00	USD 7,560.00	USD 18,980.00	USD 1,200.55	USD 977.59	USD 1,196.71	USD 977.59
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Serial Number(s)	'002201003815	'002201003814	'002201003803	'007901004167	'002201003802	'002201003804	'002201003815	'007901004167	'007901004171	002201003799	'002201003799	'007901004171	011901003592	011901003592	011901003290	011901003290
Term	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-07-01 to 2019-07-01	2018-08-22 to 2019-07-01	2018-08-22 to 2019-07-01	2018-08-23 to 2019-07-01	2018-08-22 to 2010 07 01
Product Code	PAN-SVC- STND-5050-R	PAN-PA-5050- TP-HA2-R	PAN-PA-5050- TP-HA2-R	PAN-PA- 5060-TP-R	PAN-SVC- STND-5050-R	PAN-SVC- STND-5050-R	PAN-PA-5050- TP-HA2-R	PAN-SVC- PREM-5060-R	PAN-SVC- PREM-5060-R	PAN-PA-5050- TP-HA2-R	PAN-SVC- STND-5050-R	PAN-PA- 5060-TP-R	PAN-PA-850- TP-HA2-R	PAN-SVC- STND-850-R	PAN-PA-850- TP-HA2-R	PAN-SVC-
Product Description	Palo Alto Networks : Standard support renewal, PA-5050	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Threat prevention subscription renewal, PA-5060	Palo Alto Networks : Standard support renewal, PA-5050	Palo Alto Networks : Standard support renewal, PA-5050	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Premium support renewal, PA-5060	Palo Alto Networks : Premium support renewal, PA-5060	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-5050	Palo Alto Networks : Standard support renewal, PA-5050	Palo Alto Networks : Threat prevention subscription renewal, PA-5060	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-850	Standard support year 1 renewal, PA-850	Palo Alto Networks : Threat prevention subscription for device in an HA pair renewal, PA-850	Standard support year 1 renewal, PA-850
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EXHIBIT A Page 3 of 3

 Subtotal:
 USD 171,402.44

 Estimated Tax:
 USD 6,454.32

 Estimated Shipping:
 USD 0.00

 Grand Total:
 USD 177,856.76

то:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Agreement for Software Development Services, Neudesic, LLC
	Approval

BACKGROUND

On November 17, 2014 the Board of Trustees approved the Neudesic, LLC agreement for Information Technology Consultant Services for the period of January 1, 2015 to December 31, 2019. Specific scopes of work and associated amounts will be identified on a project-by-project basis.

The Student Information System (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges. In order to support current SIS-related software projects, the District is in need of expertise in the area of software development and business analysis.

<u>STATUS</u>

District IT is recommending Neudesic, LLC assist by providing software development services for the following projects as described in the EXHIBIT A work order:

- Student Information System (SIS) Enhancements
- Upgrade the My Academic Plan (MAP) system
- SmartSchedule enhancements, system testing and stability

The work order with Neudesic, LLC (EXHIBIT A) will not exceed \$538,151 for the term of May 22, 2018 through August 31, 2019. Funding for these software development services is provided by the basic aid allocation for SIS Enhancements and related projects.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the work order with Neudesic, LLC (EXHIBIT A) for an amount not to exceed \$538,151 for the term of May 22, 2018 through August 31, 2019.

Item Submitted by: Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Kim McCord, Acting Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT WORK ORDER FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES

To:

Neudesic, LLC 8105 Irvine Center Drive, Suite 1200 Irvine, CA 92618

Supplier Contract Number(s):

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17th, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.

Item	Description	Start	End Date	Not to
		Date		Exceed Amt.
1	Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff.	5/22/18	8/31/19	\$212,643
2	Upgrade the My Academic Plan (MAP) system to include a mobile responsive interface and the highest prioritized functional requests from the MAP design team.	5/22/18	8/31/19	\$186,849
3	Update SmartSchedule with the highest prioritized items identified during the preview release, perform architectural refinements and create load-testing scripts on the SmartSchedule system hosted in the Amazon Web Services (AWS) cloud.	5/22/18	8/31/19	\$138,659

Work order approved by: DISTRICT

South Orange County Community College District

IT CONSULTANT

Accepted by:

Neudesic, LLC

Ann-Marie Gabel Interim Chancellor Parsa Rohani Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci Vice Chancellor, Technology and Learning Services

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- RE: SOCCCD: Board Policy Revision: BP-103 Board Membership, BP-105 Organization of the Governing Board, BP-162 Communications Among Board Members, BP-1510 Native American Graves and Repatriation Act, BP-3101.6 Real Property Management, BP-3201 Capital Construction, BP-4000.4 Equal Employment Opportunity, BP-4345 Catastrophic Leave
- **ACTION:** Discussion and Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Eight board policies are presented to the Board of Trustees for discussion and approval. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on April 19, 2018 for review and recommendation to the Interim Chancellor and to the Board of Trustees on April 30, 2018 for review and study.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the board policies as shown in EXHIBITS A through H.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 103 BOARD OF TRUSTEES

BOARD MEMBERSHIP

The Board shall consist of 7 (seven) members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy 106.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee. (See AR 154)

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

No member of the Governing Board shall, during the term for which he/she was elected, be eligible to serve on the governing board of a high school district whose boundaries are coterminous with those of the community college district.

Reference:

Education Code Sections 72023, 72103; 72104 <u>ACCJC Accreditation Standard IV.C.6</u> <u>Government Code Sections 1090, 87100</u>

Adopted:	8-24-82	Revised:	4-26-99
Revised:	3-07-88	Revised:	2-18-03
Revised:	6-13-88	Revised:	8-27-07

Revised: 4-29-13

BOARD OF TRUSTEES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ORGANIZATION OF THE GOVERNING BOARD

ORGANIZATION MEETING

The Board of Trustees shall organize annually at a meeting held during the regular December board meeting.

ELECTION OF OFFICERS

The board shall organize by electing from among its members a president, a vice president, and a clerk. The Chancellor shall be appointed secretary to the board. Election to a particular office shall be by a majority vote of the entire board.

- 1. Officers shall serve for one year—and until their respective successors have completed the qualification process.
- 2. An officer may be removed by majority vote of the entire board for refusing to perform the duties of the office imposed by law or by the policies of the board.

TIME AND PLACE OF MEETINGS

At the organization meeting, the board shall establish the time and place for its regular meetings.

Reference:

California Education Code, Section 72000, et seq Government Code, Sections 54954 and 54961

Adopted:	8-24-82	Revised:	8-27-07
Revised:	3-07-88	Revised:	4-29-13
Revised:	4-26-99	Reviewed:	

162 BOARD OF TRUSTEES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

COMMUNICATIONS AMONG BOARD MEMBERS

Members of the Board shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction on the Board. In addition, no other person shall make serial communications to Board Members.

Reference:

Government Code Section 54952.2

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

1510 COMMUNITY RELATIONS

NATIVE AMERICAN GRAVES AND REPATRIATION ACT

It is the policy of the South Orange County Community College District that in the event that any activity of the district results in the discovery and/or acquisition of Native American human remains or cultural items, activity in the area of the discovery shall cease, and the district shall protect the items discovered, inventory the remains and/or items, and provide written notification of such discovery/acquisition to the Secretary of the Department of the Interior and affected tribes as required under the Native American Graves and Repatriation Act of 1990

Reference:

Title 25, United States Code, Sections 3001 et seq.

Adopted:6-06-94Revised:4-26-99Reviewed10-13-10

Reviewed:

3101.6 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

REAL PROPERTY MANAGEMENT

The Chancellor <u>or designee</u> is delegated the authority to act as the Board's negotiator regarding all property management matters that are necessary for the benefit of the District. No transaction regarding the lease, sales, use or exchange of real property by the District shall be enforceable until acted on by the Board itself.

The Chancellor shall establish such procedures as may be necessary to assure compliance with all applicable laws relating to the sales, lease, use or exchange of real property by the District.

Reference:

Education Code Section 81300, et seq.

3201 BUSINESS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CAPITAL CONSTRUCTION

The Chancellor or his/her designee is responsible for development of <u>a</u> plan and administrative management of the District's capital outlay and construction program.

District construction projects shall be supervised by the <u>Vice</u> Chancellor, <u>Business Services</u> or designee. The <u>District_Vice Chancellor</u>, <u>Business Services or designee</u> shall monitor the progress of all construction work including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work. <u>The Vice Chancellor</u>, <u>Business Services or designee shall assure compliance with laws related to use of state funds to acquire, construct, and renovate buildings.</u>

The Board shall approve and submit to the Board of Governors a five-year capital construction plan as required by law. The <u>Vice</u> Chancellor, <u>Business Services</u> or designee shall annually update the plan and present it to the Board of Trustees for approval. The plan shall address, but is not limited to, the criteria contained in law.

References:

California Education Code, Section 81005, 81820 <u>California Code of Regulations,</u> Title 5, Section 57150, et seq.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 4000.4 HUMAN RESOURCES

EQUAL EMPLOYMENT OPPORTUNITY

It is the intent of the Board to establish and maintain within the District and all of its programs and activities a policy of equal opportunity in employment for all persons, and to prohibit discrimination, preferential treatment, or harassment based on sex, age, gender <u>identity</u>, <u>gender expression</u>, race, color, ethnic group identification, national origin, ancestry, religion, mental or physical disability, medical condition, <u>genetic information</u>, <u>pregnancy</u>, marital status or sexual orientation or because an individual is perceived as having one or more of the above characteristics.

It is the intent of the Board to implement the requirements of Title 5 (relating to equal opportunity and nondiscrimination in employment) including the various provisions of federal law cited therein, except "insofar" as the referenced provisions of law have been found to be inapplicable to agencies of the state and their officials.

The Chancellor shall develop for review and adoption by the Board, a program and plan for achieving equal employment opportunity in compliance with Calif<u>ornia</u>. Ed.-<u>ucation</u> Code and Title 5 Regulations adopted by the Board of Governors, and as from time to time modified or clarified by judicial interpretation.

Nothing in this policy or implementing administrative regulations shall be construed to conflict with or be inconsistent with the provisions of Article 1, Section 31, of the California Constitution (relating to discriminatory preferences) or to authorize conduct that is in conflict with or is inconsistent with such provisions.

Reference:

Title 5, California Code of Regulations, Section 53000 et. seq Education Code Sections 87100, et seq.; California Code of Regulations, Title 5, Sections 53000 et seq.; ACCJC Accreditation Standard III.A.12-

 Adopted:
 6-25-01
 Revised:

 Revised:
 1-20-04
 Revised:
 5-23-11

HUMAN RESOURCES

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CATASTROPHIC LEAVE: EMPLOYEES

When a catastrophic illness or injury incapacitates an employee, or an employee's family member*, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the District's catastrophic leave program. Donations made under the catastrophic leave program shall be strictly voluntary and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable.

The Board reserves the right to discontinue the catastrophic leave program at its discretion at any time; however, any employee or employees utilizing donated leave credits at the time the Board determines the program is to be discontinued, shall be allowed to continue to utilize donated leave credits until such time as the maximum benefit has been received or all donated eligible leave credits have been exhausted. An employee requesting catastrophic leave due to a catastrophic illness or injury of a family member must first have administrator/manager approval and exhaust all applicable and available accrued paid leave credits including any sick leave at full pay per California Labor Code, any available vacation leave, and any other accrued leave balances under applicable law.

Reference:

California Labor Code §233

*"Family member" includes the employee's spouse or registered domestic partner, the employee's child (or any person for whom the employee acts as legal guardian), sibling or parents; the child (or any person for whom the employee acts as legal guardian) or parent of the employee's spouse or registered domestic partner; and any relative residing in the immediate household of the employee. **TO:** Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

- **RE:** SOCCCD: Academic Employees and Classified Administrators Personnel Actions – Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic employees and classified administrators personnel actions shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

1. <u>ADMINISTRATIVE EMPLOYMENT</u> (Ratified – Pursuant to Board Policy 4002.1)

- a. KAPP, LINDSAY, is to be employed as Nursing Instructor, Pos #P0001017, Division of Health Sciences & Human Services, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. <u>This is a replacement position for</u> <u>Jennifer Forouzesh, who has retired</u>. **Education:** M.S.N., Nursing; California State University, Long Beach; Certificate, Nurse Practitioner; California State University, Long Beach; B.S., Veterinary Technology; Purdue University; A.A., Nursing; Long Beach City College
- b. LAMP, LEONARD, is to be employed as Mathematics Instructor, Pos. #P0010706, School of Math, Computer Science, & Engineering, Irvine Valley College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. <u>This is a new</u> <u>position approved by the Board of Trustees on November 13, 2017.</u> Education: M.A., Mathematics; California State University, San Bernardino; B.A., Mathematics; California State University, San Bernardino
- c. MCCORD, KIM, ID #018539, is to be employed as Acting Vice Chancellor of Business Services, Pos # P0009814, District Services, Approximate Salary Placement: Academic & Classified Administrators/Classified Managers Salary Range 27, Step 5, from May 1, 2018 to June 30, 2018. <u>This is a temporary replacement for Ann-Marie Gabel who is currently serving as Interim Chancellor.</u>
- 2. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified Pursuant to Board Policy 4002.1)

Annrow

			<u>Approx.</u>	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
Bonitatis, Carolina	MA/College Counseling	Counseling/SC	2	05/29/2018
Collins, Kirk	MA/Ed. Counseling	Counseling/SC	2	05/29/2018
DeMarco-Barrett, B.	Equivalency	Emeritus/SC	1	08/20/2018
Gaucin, Jovany	MA/Ed. Counseling	Counseling/SC	2	05/29/2018
Lan, Lawrence	MA/Asian American St	.Cross Cultures/IVC	2	08/20/2018
¹ Mayoral, Michael	Equivalency	Kinesiology/SC	2	05/29/2018
² Mendiola, Lucciano	Equivalency	Kinesiology/IVC	2	05/29/2018
Reading, Cynthia	MA/English	English/SC	2	08/20/2018
Wong, Deborah	MS/College Counseling	Counseling/SC	2	05/29/2018

¹ Current NBU Employee, Coaching Aide, Kinesiology and Athletics Department, Saddleback College

² Current NBU Employee, Coaching Aide, School of Kinesiology, Health & Athletics, Irvine Valley College

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the 2017/2018 and 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Beasley, James	ESL 301 Trainer	\$500.00	01/16/18-05/23/18
Beck, Rebecca	ESL 201 Course Coordinator	\$1,270.00	01/16/18-05/23/18
Cayanan, Nathan	ESL 201 Trainer	\$500.00	01/16/18-05/23/18
Chun, Gina	ESL 370 Trainer	\$500.00	01/16/18-05/23/18
Coleman, Catherine	ESL 201 Trainer	\$500.00	01/16/18-05/23/18
Cruz, Raul	Choreographer, Spr. Dance Concert	\$700.00	01/19/18-03/03/18
DeRoulet, Daniel	Academic Affairs Chair	\$2,732.00	05/29/18-08/12/18
DeRoulet, Daniel	Writing Center Facilitator 1	\$4,098.00	05/29/18-08/12/18
Doherty, Michelle	WR 399 Participant	\$823.20	01/16/18-05/23/18
Garcia, Jennifer	ESL 301 Trainer	\$500.00	01/16/18-05/23/18
Granillo, Christine	WR 399 Participant	\$823.20	01/16/18-05/23/18
Jankovic, Teresa	Choreographer for R&P Piece	\$1,200.00	01/20/18-05/05/18
Jankovic, Teresa	Facilitator, Summer Bridges	\$823.20	07/09/18-07/20/18
Jaqubino, Alicia	ESL 201 Trainer	\$500.00	01/16/18-05/23/18
Johnson, Jeffrey	WR 399 Participant	\$823.20	01/16/18-05/23/18
Kelly, Aaron	ESL 301 Trainer	\$500.00	01/16/18-05/23/18
Kim, April	ESL 201 Trainer	\$500.00	01/16/18-05/23/18
La Curan, Jennifer	Facilitator, Summer Bridges	\$823.20	07/09/18-07/20/18
Laidemitt, Heidi	ESL 370 Trainer	\$500.00	01/16/18-05/23/18
Lombardi, Debbie	ESL 370 Trainer	\$500.00	01/16/18-05/23/18
Makino, Mark	ESL 370 Trainer	\$500.00	01/16/18-05/23/18
Marino, Valerie	ECP Facilitation 4	\$100.00	01/09/18-05/24/18
McCall, Colin	Facilitator, Summer Bridges	\$1,646.40	06/18/18-06/29/18
Nguyen, Teresa	ESL 201 Trainer	\$500.00	01/16/18-05/23/18
Phelps, Kelicia	ESL 301 Trainer	\$500.00	01/16/18-05/23/18
Ryals, Kay	Honors Program Facilitator	\$2,732.00	05/29/18-08/12/18
Rybold, Gary	Coordinator, Summer Bridges	\$2,058.00	01/16/18-05/23/18
Rybold, Gary	Coordinator, Summer Bridges	\$2,058.00	05/29/18-08/10/18
Salviani, Michael	Facilitator, Summer Bridges	\$1,646.40	07/23/18-08/03/18
Sheldon, Joel	Facilitator, Math Lab	\$4,098.00	05/29/18-08/12/18
Vernazza, Daniel	WR 399 Participant, Winter/Interssn.	\$288.12	01/05/18-01/05/18
Vernazza, Daniel	WR 399 Participant	\$823.20	01/16/18-05/23/18
Warner, Brent	ESL 301 Trainer	\$500.00	01/16/18-05/23/18
Warner, Brent	ESL 370 Course Coordinator	\$1,270.00	01/16/18-05/23/18
Wilson, Jeff	ESL 301 Course Coordinator	\$1,270.00	01/16/18-05/24/18
Wolken, Matthew	Facilitator, Summer Bridges	\$1,646.40	07/09/18-07/20/18
Tatal for Months (¢ 40.752.52	

Total for Month: General Fund/IVC\$ 40,752.522017/2018 IVC FISCAL YEAR TOTAL TO DATE\$ 475,364.16

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the 2017/2018 and 2018/2019 fiscal years.

as indicated below 10	1 the 2017/2018 and 2018/2019 fiscal ye		
NT	A	Not to Exceed	
<u>Name</u>	Activity	<u>Amount (\$)</u>	Effective Date
Alexander, Ariel	Co-Chair, Music	\$819.60	05/29/18-08/12/18
Alexander, Ariel	Co-Chair, Music	\$3,415.00	08/20/18-12/19/18
Bagwell, Janet	Co-Chair, Reading	\$819.60	05/29/18-08/12/18
Bagwell, Janet	Co-Chair, Reading	\$1,366.00	08/20/18-12/19/18
Bank, Rachel	OER Online Course- Exploration	\$150.00	04/01/18-04/30/18
Bank, Rachel	OER Online Course- Adoption	\$500.00	05/01/18-05/31/18
Barlow, Daniel	OER Online Course- Exploration	\$150.00	04/01/18-04/30/18
Barlow, Daniel	OER Online Course- Adoption	\$500.00	05/01/18-05/31/18
Barrows, Morgan	Chair, Env. Stud/Ecology/Marine Sci	\$546.40	05/29/18-08/12/18
Barrows, Morgan	Chair, Env. Stud/Ecology/Marine Sci	\$2,390.50	08/20/18-12/19/18
Beckham, Jack	Co-Chair, English	\$2,732.00	05/29/18-08/12/18
Bennett, Michael	Chair, Adapted Kinesiology	\$2,390.50	08/20/18-12/19/18
Bowman, Don	Chair, Accounting	\$1,092.80	05/29/18-08/12/18
Bowman, Don	Chair, Accounting	\$3,415.00	08/20/18-12/19/18
Branch-Stewart, K.	Chair, Human Services	\$546.40	05/29/18-08/12/18
Branch-Stewart, K.	Chair, Human Services	\$2,390.50	08/20/18-12/19/18
Caggiano, Jodi	Chair, Nursing/Health Science	\$683.00	05/29/18-08/12/18
Caggiano, Jodi	Co-Chair, Nursing/Health Science	\$2,732.00	08/20/18-12/19/18
Camelot, Allison	Chair, Sociology	\$819.60	05/29/18-08/12/18
Camelot, Allison	Chair, Sociology	\$2,390.50	08/20/18-12/19/18
Cavazzi, Deidre	Chair, Dance	\$546.40	05/29/18-08/12/18
Cesareo, Claire	Ed. Planning & Assessment Coord.	\$2,732.00	05/29/18-08/12/18
Cesareo, Claire	Chair, Anthropology/Ethnic Studies	\$3,073.50	08/20/18-12/19/18
Chang, Sarah	Chair, Counseling	\$819.60	05/29/18-08/12/18
Chang, Sarah	Chair, Counseling	\$1,707.50	08/20/18-12/19/18
Chu, Hencelyn	Chair, Medical Lab Technician	\$546.40	05/29/18-08/12/18
Chu, Hencelyn	Chair, Medical Lab Technician	\$1,707.50	08/20/18-12/19/18
Cox, Barbara	Chair, Business	\$1,092.80	05/29/18-08/12/18
Cox, Barbara	Co-Chair, Business	\$409.80	08/20/18-12/19/18
Crabb, Kerry	Chair, Intercollegiate Athletics	\$1,639.20	05/29/18-08/12/18
Crabb, Kerry	Chair, Intercollegiate Athletics	\$4,098.00	08/20/18-12/19/18
Cubbage, April	Distance Education Coordinator	\$4,098.00	05/29/18-08/12/18
Damm, Kathryn	Chair, Psychology	\$2,185.60	05/29/18-08/12/18
Damm, Kathryn	Student Learning Outcomes Coord.	\$1,366.00	05/29/18-08/12/18
Damm, Kathryn	Chair, Psychology	\$4,781.00	08/20/18-12/19/18
D'Aquino, Veronica	OER Online Course- Exploration	\$150.00	04/01/18-04/30/18
D'Aquino, Veronica	OER Online Course- Adoption	\$500.00	05/01/18-05/31/18
DeDonno, Tom	Chair, CIM/Admin. Assistant	\$1,639.20	05/29/18-08/12/18
DeDonno, Tom	Chair, CIM/Admin. Assistant	\$5,464.00	08/20/18-12/19/18
Duffy, Michelle	Curriculum Co-Chair	\$4,098.00	05/29/18-08/12/18
Engels, Michael	AVID	\$1,366.00	05/29/18-08/12/18
Evancoe, Eugene	Chair, Electronics/Comp. Maint.	\$1,707.50	08/20/18-12/19/18
Even, Ryan	Chair, Photography	\$546.40	05/29/18-08/12/18
Even, Ryan	Chair, Photography	\$1,707.50	08/20/18-12/19/18

Exhibit A Page 4 of 8

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

Example 1 Data at	C. Chain Hart /Landaura Davier	¢272.20	05/20/10 00/12/10
Farnsworth, Robert	Co-Chair, Hort./Landscape Design	\$273.20	05/29/18-08/12/18
Farnsworth, Robert	Co-Chair, Hort./Landscape Design	\$1,195.25	08/20/18-12/19/18
Fier, Scott	Chair, Chemistry	\$1,092.80	05/29/18-08/12/18
Fier, Scott	Chair, Chemistry	\$3,073.50	08/20/18-12/19/18 05/29/18-08/12/18
Fisher, Suki	Co-Chair, English	\$2,732.00	
Fox, Lindsay	Chair, Fashion	\$1,092.80 \$2,756.50	05/29/18-08/12/18
Fox, Lindsay	Chair, Fashion	\$3,756.50	08/20/18-12/19/18 08/20/18-12/19/18
Fredrickson, Scott	Co-Chair, Business	\$3,688.20	
Garcia, Renee	Chair, Anthropology/Ethnic Studies	\$819.60 \$272.20	05/29/18-08/12/18
Ghanbarpour, C.	Chair, Gender and Sexuality Studies	\$273.20	05/29/18-08/12/18
Ghanbarpour, C.	Chair, History	\$1,639.20	05/29/18-08/12/18
Ghanbarpour, C.	Chair, Gender and Sexuality Studies	\$1,366.00	08/20/18-12/19/18
Ghanbarpour, C.	Chair, History	\$4,871.00	08/20/18-12/19/18
Gilbert, Annie	Chair, Adult Education	\$1,092.80	05/29/18-08/12/18
Gilbert, Annie	Co-Chair, Adult Education	\$1,366.00	08/20/18-12/19/18
Haeri, Mitch	Chair, Astronomy/Physics/Engineer.	\$1,092.80	05/29/18-08/12/18
Haeri, Mitch	Chair, Astronomy/Physics/Engineer.	\$2,732.00	08/20/18-12/19/18
Haight, Laura	Co-Chair, Art	\$819.60	05/29/18-08/12/18
Haight, Laura	Co-Chair, Art	\$2,390.50	08/20/18-12/19/18
Hardick, Randy	Chair, EMS/Paramedics	\$546.40	05/29/18-08/12/18
Hardick, Randy	Chair, EMS/Paramedics	\$1,366.00	08/20/18-12/19/18
Harrison, Milagros	OER Online Course- Exploration	\$150.00	04/01/18-04/30/18
Harrison, Milagros	OER Online Course- Adoption	\$500.00	05/01/18-05/30/18
Hernandez-Bravo, C	Chair, International Languages	\$2,185.60	05/29/18-08/12/18
Hernandez-Bravo, C	Chair, International Languages	\$6,010.40	08/20/18-12/19/18
Herron, Alinde	Co-Chair, Interior Design	\$1,195.25	08/20/18-12/19/18
Hoggatt, Michael	Chair, Special Services	\$546.40	05/29/18-08/12/18
Hoggatt, Michael	Co-Chair, Adult Education	\$1,366.00	08/20/18-12/19/18
Hoggatt, Michael	Chair, Special Services	\$1,707.50	08/20/18-12/19/18
Hoolihan, Lori	Chair, Family, Cons. Sci., & Nut.	\$546.40	05/29/18-08/12/18
Hoolihan, Lori	Chair, Family, Cons. Sci., & Nut.	\$2,390.50	08/20/18-12/19/18
Hoolihan, Lori	Co-Chair, Interior Design	\$1,195.25	08/20/18-12/19/18
Huggins, Barbara	Chair, Nursing/Health Science	\$683.00	05/29/18-08/12/18
Ibbotson, Jill	Chair, Adult Education	\$1,092.80	05/29/18-08/12/18
Ibbotson, Jill	Co-Chair, Adult Education	\$2,049.00	08/20/18-12/19/18
Inlow, Lisa	Chair, Culinary, Hospitality, & Tour.	\$819.60	05/29/18-08/12/18
Inlow, Lisa	Chair, Culinary, Hospitality, & Tour.	\$2,390.50	08/20/18-12/19/18
Jenkins, Tina	AVID	\$2,732.00	05/29/18-08/12/18
Kiernan, Maria	Co-Chair, Emeritus	\$7,376.40	08/20/18-12/19/18
Konishi, Hiro	Chair, Cinema, TV, Radio	\$1,639.20	05/29/18-08/12/18
Konishi, Hiro	Chair, Cinema, TV, Radio	\$4,098.00	08/20/18-12/19/18
Lee, Ken	Co-Chair, Hort./Landscape Design	\$273.20	05/29/18-08/12/18
Lee, Ken	Co-Chair, Hort./Landscape Design	\$1,195.25	08/20/18-12/19/18
Licavoli, Lisa	Chair, Emeritus	\$2,732.00	05/29/18-08/12/18
Licavoli, Lisa	Co-Chair, Emeritus	\$2,458.80	08/20/18-12/19/18
Lovett, Margot	Program Review Coordinator	\$1,366.00	05/29/18-08/12/18
Lowe, Lesley	Chair, Emeritus	\$2,732.00	05/29/18-08/12/18
Lowe, Lesley	Co-Chair, Emeritus	\$2,458.80	08/20/18-12/19/18
Lunetto, Kathleen	Curriculum Lead Team	\$4,098.00	05/29/18-08/12/18
MacMillan, Sharon	Chair, Political Science	\$819.60	05/29/18-08/12/18
	,	+019100	

Exhibit A Page 5 of 8

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

	~	** *** **	
MacMillan, Sharon	Chair, Political Science	\$2,390.50	08/20/18-12/19/18
Madamba, Teresa	OER Online Course- Exploration	\$150.00	04/01/18-04/30/18
Madamba, Teresa	OER Online Course- Adoption	\$500.00	05/01/18-05/31/18
Magrann, Tracey	OER Online Course- Adoption #2	\$500.00	05/01/18-05/30/18
Mamoon, Safiah	Chair, Health Information Tech.	\$546.40	05/29/18-08/12/18
McElroy, Mark	Chair, Health	\$546.40	05/29/18-08/12/18
McElroy, Mark	Chair, Health	\$1,366.00	08/20/18-12/19/18
McGirr, Julie	Chair, English as a Second Language	\$1,639.20	05/29/18-08/12/18
McGuire, Bill	Chair, Theatre	\$1,092.80	05/29/18-08/12/18
McGuire, Bill	Chair, Theatre	\$3,415.00	08/20/18-12/19/18
Meyer, Cliff	Chair, Automotive Technology	\$546.40	05/29/18-08/12/18
Meyer, Cliff	Chair, Automotive Technology	\$2,732.00	08/20/18-12/19/18
Millovich, June	Curriculum Committee Co-Chair	\$4,098.00	05/29/18-08/12/18
Murray, Peter	Plan Prof. DevAVID, 2 LHE	\$2,732.00	05/29/18-08/12/18
Murray, Peter	Chair, Humanities/Philosophy	\$3,073.50	08/20/18-12/19/18
Myhren, Brett	Distance Education Coordinator	\$4,098.00	05/29/18-08/12/18
Nadeau, Bouchra	Co-Chair, International Languages	\$1,502.60	08/20/18-12/19/18
O'Leary, Thomas	Chair, Art History/Fine Arts	\$546.40	05/29/18-08/12/18
O'Leary, Thomas	Chair, Art History/Fine Arts	\$1,707.50	08/20/18-12/19/18
O'Shea, Erin	Co-Chair, Art	\$819.60	05/29/18-08/12/18
O'Shea, Erin	Co-Chair, Art	\$2,390.50	08/20/18-12/19/18
Pakula, Jennifer	Chair, Economics	\$546.40	05/29/18-08/12/18
Pakula, Jennifer	Chair, Economics	\$1,366.00	08/20/18-12/19/18
Parra, Michael	Chair, Adapted Kinesiology	\$546.40	05/29/18-08/12/18
Perez, Larry	Chair, Computer Science	\$819.60	05/29/18-08/12/18
Perez, Larry	Chair, Computer Science	\$2,049.00	08/20/18-12/19/18
Plascencia-Carrizosa,B	OER Online Course-Exploration	\$150.00	04/01/18-04/30/18
Plascencia-Carrizosa,B	OER Online Course-Adoption	\$500.00	05/01/18-05/31/18
Plascencia-Carrizosa,B	Co-Chair, Child Development	\$2,049.00	08/20/18-12/19/18
Posada, Tim	Chair, Journalism	\$546.40	05/29/18-08/12/18
Posada, Tim	Chair, Journalism	\$1,707.50	08/20/18-12/19/18
Quinlan, Emily	AVID	\$1,366.00	05/29/18-08/12/18
Renault, Irene	Chair, Reading	\$819.60	05/29/18-08/12/18
Renault, Irene	Co-Chair, Reading	\$1,366.00	08/20/18-12/19/18
Repka, Jim	Chair, Geology/Oceanography	\$546.40	05/29/18-08/12/18
Repka, Jim	Chair, Geology	\$1,707.50	08/20/18-12/19/18
Rosenberg, Alannah	Honors Chair	\$2,049.00	05/29/18-08/12/18
Russell, Susan	OER Online Course-Exploration	\$150.00	04/01/18-04/30/18
Russell, Susan	OER Online Course-Adoption	\$500.00	05/01/18-05/31/18
Schermerhorn, Brock	Co-Chair, Real Estate	\$409.80	05/29/18-08/12/18
Schermerhorn, Brock	Co-Chair, Real Estate	\$1,024.50	08/20/18-12/19/18
Silveira, Lisa	Co-Chair, Mathematics	\$1,639.20	05/29/18-08/12/18
Smith, Christina	Chair, Educational Studies	\$546.40	05/29/18-08/12/18
Smith, Christina	Chair, Educational Studies	\$2,390.50	08/20/18-12/19-18
Smith, Jeanne	Co-Chair, Mathematics	\$1,639.20	05/29/18-08/12/18
Smith, Jeanne	Chair, Mathematics	\$6,830.00	08/20/18-12/19/18
Smith, Maureen	Chair, Geography/GIS	\$819.60	05/29/18-08/12/18
Smith, Maureen	Co-Chair, Geography/GIS	\$1,195.25	08/20/18-12/19/18
Stankovich, Kim	Curriculum Lead Team	\$4,098.00	05/29/18-08/12/18
Stankovich, Kim	Chair, Speech	\$2,185.60	05/29/18-08/12/18
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Exhibit A Page 6 of 8

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

Stankovich, Kim	Chair, Speech	\$4,098.00	08/20/18-12/19/18
Steinriede, Lindsay	Chair, Kinesiology & Recreation	\$1,639.20	05/29/18-08/12/18
Steinriede, Lindsay	Chair, Kinesiology & Recreation	\$6,147.00	08/20/18-12/19/18
Stephens, Blake	Chair, Architecture/Drafting	\$546.40	05/29/18-08/12/18
Stephens, Blake	Chair, Architecture/Drafting	\$3,415.00	08/20/18-12/19/18
Stevenson, Glen	Chair, Advanced Manufacturing	\$546.40	05/29/18-08/12/18
Stevenson, Glen	Chair, Advanced Manufacturing	\$1,366.00	08/20/18-12/19/18
Street, Karah	Co-Chair, Biology	\$1,092.80	05/29/18-08/12/18
Street, Karah,	Co-Chair, Biology/Oceanography	\$2,732.00	08/20/18-12/19/18
Synycia, Natasha	OER Online Course, Exploration	\$150.00	04/01/18-04/30/18
Synycia, Natasha	OER Online Course, Adoption	\$500.00	05/01/18-05/31/18
Tamer, Rita	Chair, American Sign Language	\$546.40	05/29/18-08/12/18
Tamer, Rita	Chair, American Sign Language	\$1,366.00	08/20/18-12/19/18
Tamallis, Barbara	Chair, Child Development	\$1,639.20	05/29/18-08/12/18
Tamallis, Barbara	Co-Chair, Child Development	\$2,049.00	08/20/18-12/19/18
Taylor, Karen	Chair, Graphic Comm/Design	\$819.60	05/29/18-08/12/18
Taylor, Karen	Chair, Graphic Comm/Design	\$3,073.50	08/20/18-12/19/18
Teh, Steve	Co-Chair, Biology	\$1,092.80	05/29/18-08/12/18
Teh, Steve	Co-Chair, Biology/Oceanography	\$2,732.00	08/20/18-12/19/18
Vago, Malia	OER Online Course-Exploration	\$150.00	04/01/18-04/30/18
Vago, Malia	OER Online Course-Adoption	\$500.00	05/01/18-05/31/18
Walsh, Dan	Co-Chair, Geography/GIS	\$1,195.25	08/20/18-12/19/18
Welc, Martin	Co-Chair, Real Estate	\$409.80	05/29/18-08/12/18
Welc, Martin	Co-Chair, Real Estate	\$1,024.50	08/20/18-12/19/18
Weston, Norman	Co-Chair, Music	\$819.60	05/29/18-08/12/18
Weston, Norman	Co-Chair, Music	\$3,415.00	08/20/18-12/19/18
White-Alcover, S.	Chair, Medical Asst/Medical Ins.	\$546.40	05/29/18-08/12/18
White-Alcover, S.	Chair, Medical Asst/Medical Ins.	\$1,707.50	08/20/18-12/19/18

¹ Correction to April 30, 2018 Stipend, General Fund, Saddleback College Gilbert, Annie should read Co-Chair, Adult Education Ibbotson, Jill should read Co-Chair, Adult Education

Total for Month: General Fund/Saddleback College\$ 297,193.102017-2018 SC FISCAL YEAR TOTAL TO DATE\$1,153,106.19

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for 2018/2019 fiscal year.

Total for Month:	Non-General Fund/Irvine Valley College	\$ 823.20	
Chandos, Ray	2018/2019	\$823.20	07/16/18-07/20/18
<u>Name</u>	<u>Activity</u> Facilitator-Summer Bridges	<u>Amount (\$)</u>	Effective Date
		Not to Exceed	

2017-2018 IVC FISCAL YEAR TOTAL TO DATE \$ 262,312.18

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND cont.

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for 2017/2018 and 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Afshari, Maryam	SSSP ESL Community Connections	\$411.60	03/01/18-04/25/18
Allah, Nancy	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Andre, Joy	AESL Faculty Professional Dev.	\$500.00	01/16/18-05/23/18
Bennett, Mike	Coordination, KNEA Program	\$6,832.56	08/20/18-12/19/18
Bird, Chrissy	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Boustani, Ladi	Promise Family Night Orientation	\$102.90	04/16/18-04/18/18
Boustani, Ladi	SSSP C100 PT Counselors Workshp.	\$370.44	01/02/18-04/30/18
Burokas, Nina	LVLUP Preparation- Peer Academy	\$493.92	03/16/18-03/16/18
Caggiano, Jodi	Student Success and ACEN	\$4,527.60	06/01/18-06/30/18
Cesareo, Claire	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Contreras, Monica	AEWD Faculty Prof. Development	\$500.00	01/16/18-05/23/18
Cox, Barbara	CTE Prof. Development Retreat	\$1,893.36	05/01/18-05/23/18
Cox, Barbara	CTE Prof. Development Retreat	\$576.24	05/24/18-06/18/18
Cuthbertson, Denise	AESL Faculty Prof. Development	\$500.00	01/16/18-05/23/18
Datu, Ruth	SSSP C100 PT Counselors Workshp.	\$246.96	01/02/18-04/30/18
Espinosa, Manuel	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Frazier, Vanessa	SSSP Assessment Spring '18 Reader	\$329.28	01/02/18-05/25/18
Gilman, Bruce	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Gleason, Linda	Prog. Coord. Reg. Strong Workforce	\$5,021.52	04/01/18-05/23/18
Gleason, Linda	Prog. Coord. Reg. Strong Workforce	\$2,510.76	06/01/18-06/30/18
Gonzalez, Sara	LVLUP- AHE Practicum	\$185.22	04/06/18-04/06/18
Harrison, Milagros	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Hayter, Catherine	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Horlings, Jane	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Huggins, Barbara	Stud. Success & ACEN Accred. Prep	\$4,527.60	06/01/18-06/30/18
Ito, Manami	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Jenkins, Tina	LVLUP- AHE Peer Academy	\$82.32	03/16/18-03/16/18
Keropian, Ani	Applied Music Performance	\$250.00	04/26/18-04/26/18
Knapp, Rebecca	Coop. Work Experience Assessment	\$3,251.64	01/20/18-05/24/18
Lawson, Anne	Student Advisor/Student Success	\$2,000.00	05/01/18-05/23/18
Lawson, Anne	Student Advisor/Student Success	\$3,004.68	05/01/18-05/23/18
Long, Erin	SSSP C100 PT Counselors Workshp.	\$370.44	01/02/18-04/30/18
Long, Erin	Major Event, Spring 2018	\$1,029.00	01/17/18-05/17/18
Lopez-Ediss, C.	SSSP C100 PT Counselors Workshp.	\$370.44	01/02/18-04/30/18
Lopez-Ediss, C.	Promise Family Night Orientation	\$102.90	04/16/18-04/18/18
Lopp, Mari	BSI English PLC Extra, Spring '18	\$123.48	03/01/18-03/30/18
Maniaci, Vera	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
May, Carol	SSSP PT Counselors Workshop	\$123.48	09/01/17-09/30/17
May, Carol	SSSP C100 PT Counselors Workshp.	\$370.44	01/02/18-04/30/18
May, Carol	Promise Family Night Orientation	\$205.80	04/16/18-04/18/18
Mendoza, Paulino	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Montoya, Jesus	SSSP ESL Community Connections	\$411.60	03/01/18-04/25/18
Peterson, Eric	BSI English PLC, Spring '18	\$1,111.32	03/01/18-03/30/18

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C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND cont.

Quigley, Patrick	BSI Math Outreach Lead, Spring '18	\$411.60	01/09/18-03/30/18
Rachman, Jennifer	CTE Spring Articulation Workshops	\$164.64	04/01/18-04/30/18
Renault, Irene	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Rios, Maria	Promise Family Night Orientation	\$102.90	04/16/18-04/18/18
Saremi, Sohila	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Stephens, Blake	Curriculum Develop. – Sustainability	\$2,442.00	01/25/18-04/19/18
Tamara, Lydia	One Book, One College, Spring '18	\$1,000.00	01/09/18-05/24/18
Tomlinson, Kristen	AESL Faculty Prof. Development	\$500.00	01/16/18-05/23/18
Tran, Aimee	BSI CPR Retreat	\$246.96	03/30/18-03/30/18
Tran, Aimee	CTE Spring Articulation Workshops	\$493.92	04/01/18-04/30/18
Tran, Lisa	CTE Spring Articulation Workshops	\$329.28	04/01/18-04/30/18
Vazquez Paramio, S.	LVLUP- Int'l Language Workshop	\$82.32	04/06/18-04/06/18
Watt, Deb	SSSP C100 PT Counselors Wkshp.	\$246.96	01/02/18-04/30/18
Watt, Deb	Promise Family Night Orientation	\$205.80	04/16/18-04/18/18
Weaver, Chris	SSSP Assessment Spring '18 Reader	\$329.28	01/05/18-05/25/18

Total for Month: Non-General Fund/Saddleback College\$55,469.722017-2018 SADDLEBACK FISCAL YEAR TOTAL TO DATE\$471,006.37

D. WORKLOAD BANKING

1. CUBBAGE, APRIL, ID #16972, Sociology Instructor, Pos. #P0003965, Social & Behavioral Sciences Division, Saddleback College, is requesting a banked workload leave for the Spring Semester 2019, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

E. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

- 1. HORLINGS, JANE, ID# 003501, Biology Instructor, Division of Math, Science & Engineering, Saddleback College, Position #P0001772, resignation effective May 24, 2018. Payment is authorized for any compensated time off. (Start date: August 20, 1990).
- 2. WHITMORE, DESIRE, ID#: 002185, Laser Technology Instructor, School of Physical Sciences & Technology, Irvine Valley College, Position #P0007583, resignation effective July 1, 2018. Payment is authorized for any compensated time off. (Start date: February 17, 2016).

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Faculty Conversion to Canvas One-Time Stipends
ACTION:	Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic employees personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL ACTIONS/RATIFICATIONS

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated as indicated below for the **Canvas Conversion** (IVC converted beginning Fall 2016) - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Bailey, Cheryl	Canvas Conversion, Online	\$5,000.00	08/22/16-12/19/16
Beckmann, Patricia	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Burkhalter, E.	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Canas, Fritzie	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Carnie, Henry	Canvas Conversion, Web-Enhanced	\$1,000.00	05/30/17-08/12/17
Chambers, Elizabeth	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Chandler, Meghan	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Collinson, Mark	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Connors, Francis	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Czerniawski, J.	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Doherty, Michelle	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Drew, Patricia	Canvas Conversion, Online	\$5,000.00	05/30/17-08/12/17
Dumais, Claudine	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Elali, Fatima	Canvas Conversion, Web-Enhanced	\$1,000.00	01/17/17-05/26/17
Farsakh, Dalal	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
French, Julianna	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Gabriella, Wendy	Canvas Conversion, Online	\$5,000.00	01/17/17-05/26/17
Grabau, Scott	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Granillo, Christine	Canvas Conversion, Web-Enhanced	\$1,000.00	01/17/17-05/26/17
Gray Mattoon, M.	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Harkins, Kim	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Harrington, Andrew	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Herold, Julie	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Hill, Sean	Canvas Conversion, Web-Enhanced	\$1,000.00	01/17/17-05/26/17
Huggett, Danelle	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Johnson, Jeffrey	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Jones, Thomas	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Kaminsky, Rebecca	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Kehlenbach, Stefan	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Kil, Joon	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Knoll, Melissa	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/23/18
La Curan, Jennifer	Canvas Conversion, Online	\$5,000.00	01/17/17-05/26/17
Lefebvre, Lyndsey	Canvas Conversion, Web-Enhanced	\$1,000.00	05/30/17-08/12/17
Liu, Emily	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/23/18
Loeffler, Chris	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Lona, Jennette	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/23/18
Long, Lewis	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/23/18

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

Martasian, Andrew	Canvas Conversion, Web-Enhanced	\$1,000.00	08/22/16-12/19/16
Massaro, Dixie	Canvas Conversion, Online	\$5,000.00	01/16/18-05/23/18
Mattoon, Mark	Canvas Conversion, Web-Enhanced	\$1,000.00	01/17/17-05/26/17
Mauney, Monty	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Minkler, Michelle	Canvas Conversion, Online	\$5,000.00	08/22/16-12/19/16
Mis, Benjamin	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Neesen, William	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Nguyen, Kathleen	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Noone, Kristin	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Pinto, Tony	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Reisch, Carla	Canvas Conversion, Online	\$5,000.00	05/30/17-08/12/17
Romero, Amanda	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Rubino, Joe	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Rudmann, Jerry	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Sahani, Shirin	Canvas Conversion, Web-Enhanced	\$1,000.00	05/30/17-08/12/17
Salimi, Layla	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Tang, Aubrey	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Taylor, Yemmy	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Terranova, John	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Titus, Jodi	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Tucker, Kari	Canvas Conversion, Online	\$5,000.00	01/17/17-05/26/17
Vayo, Louis	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Voss, Cindy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Webber, Jonathan	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
	TOTAL IVC Canvas Conversion	\$145,000.00	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the Canvas Conversion (Saddleback converted beginning Fall 2017) - 2017/2018 fiscal year.

		Not to Exceed	
Nome	A		Effective Date
<u>Name</u>	Activity	Amount (\$)	Effective Date
Cordero, Carol	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Dirrim, Brian	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Do, Tu	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Druce, Sharon	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Gross, Cindy	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Gullotta, Elizabeth	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Mamoon, Safiah	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
McElroy, Mark	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Osborn, Sean	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Rossiter, Jaime	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Sweet, Vicki	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Tamer, Rita	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
White-Alcover, S.	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Zajac, Mark	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
	TOTAL SC Canvas Conversion	\$ 58,000.00	

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Classified Personnel Actions Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4002.1)
 - a. BAUTISTA, STEPHANIE is to be employed as Veterans Office Assistant, Pos. #P0004015, Student Payment and Veterans Offices, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Step 1, 28 hours per week, 12 months per year, effective May 1, 2018.
 - b. ROMAN, EDWARD L. is to be employed as Police Officer, Pos. #P0002571, Office of Safety and Security, Irvine Valley College, Police Officer Salary Schedule Range II, Step 1, 40 hours per week, 12 months per year, effective May 8, 2018.
 - c. YANG, JI is to be employed as Admissions and Records Specialist I Bilingual, Pos. #P0003983, Admissions and Records, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 23.5 hours per week, 12 months per year, effective April 12, 2018.
- 2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items Pursuant to Section 70902(d) of the California Education Code)

		Range/	
Name	Classification	<u>Step</u>	Start Date
Florentino, Efren	Operations Planning Specialist/SC	26.57	03/15/18-06/30/18
Hefter, Lori	HSHS Program Specialist/SC	24.67	02/15/18-06/30/18
Morales, Ulysis	Groundskeeper/IVC	21.80	04/12/18-06/30/18
Pilioglos, Daniel	Administrative Assistant/SC	23.48	04/11/18-06/30/18
Rosales Lopez, Jose	Custodian/IVC	19.27	04/06/18-06/30/18
Vera, Norman	Custodian/IVC	19.27	03/26/18-06/30/18

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 academic year**, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

Houndry

		Hourly	
Name	Position	<u>Rate \$)</u>	Start/End Date
Adams, Kathleen	Project Specialist/IVC	30.00	03/28/18-06/30/18
Apodac, Sanja	Project Specialist/SC	21.00	02/26/18-06/30/18
Bradford-Bush, Rosa	Clerk/IVC	11.50	04/12/18-06/30/18
Cornaire, Natalie	Project Specialist/SC	27.50	04/09/18-06/30/18
Dow, Christine	Clerk/IVC	11.50	04/12/18-06/30/18
Futrell-Hammond, Cynthia	Project Specialist/SC	12.00	04/04/18-06/30/18
Garcia, Armando	Project Specialist/IVC	15.00	04/12/18-06/30/18

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 academic year**, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Hourly	
Name	Position	Rate \$)	Start/End Date
Garcia, Emily	Clerk/SC	16.00	03/28/18-06/30/18
Lontayao, Kathrine	Clerk/IVC	11.50	04/12/18-06/30/18
Meridth, Candace	Project Specialist/SC	15.00	04/19/18-06/30/18
Sanaryan, Daniela	Project Specialist/SC	12.00	04/04/18-06/30/18
Tenius, Guilherme	Coaching Aide/IVC	25.00	04/16/18-06/30/18
Wondra, Tiffany	Project Specialist/SC	40.00	04/12/18-06/30/18
Wybaczynsky, Oleksandyr	Project Specialist/SC	15.00	03/15/18-06/30/18

4. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 academic year**.

<u>Name</u> Klett, George Start/End Date 04/15/18-06/30/18

5. The following individuals are to be employed on a temporary basis, as **Professional Expert**, **Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		<u>Not to</u>	
<u>Name</u>	Position	Exceed (\$)	Start/End Date
Aguerrebere, David	Certified Test Proctor/IVC	11.50	04/18/18-06/30/18
Amin, Zihad	Tutor/IVC	12.50	02/15/18-06/30/18
Cardenas Oscanoa, Jose	Tutor/SC	12.00	03/21/18-06/30/18
Devinney, Danielle	Tutor/IVC	11.50	04/13/18-06/30/18
Engel, Troy	Certified Test Proctor/IVC	11.50	04/25/18-06/30/18
Estrada, Diana	Community Education Presenter/IVC	11.50	04/18/18-06/30/18
Gustafson, Kailey	Tutor/SC	12.00	04/09/18-06/30/18
Ho, Pin-Shiuan	Tutor/IVC	12.00	04/17/18-06/30/18
Iverson, Brandye	Community Education Presenter/SC	11.50	04/12/18-06/30/18
Noonan, Robert	Tutor/IVC	11.50	03/29/18-06/30/18
Thompson, Kyle	Certified Test Proctor/IVC	11.50	04/16/18-06/30/18

B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITIONS AND/OR POSITION</u> <u>NUMBERS</u>

- 1. INSTRUCTIONAL SITE SUPERVISOR, a classified manager, Pos. #P0004588, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Academic Programs and Economic and Workforce Development, Irvine Valley College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective April 30, 2018. (Position approved: May 21, 2012)
- 2. IRRIGATION SYSTEMS SPECIALIST, Pos. #P0003158, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, Grounds Maintenance, Irvine Valley College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective May 24, 2018. (Position approved: November 14, 2005)

C. <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION</u>

- ¹SENIOR MATRICULATION SPECIALIST, CATEGORICAL, Pos. #P0003594, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Student Success and Support Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective May 23, 2006. <u>This is a categorical funded position with employment contingent upon funding by the Student Success and Support Program (SSSP)</u>.
- ²SENIOR MATRICULATION SPECIALIST, CATEGORICAL, Pos. #P0004934, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Student Success and Support Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 28, 2014. <u>This is a categorical funded position with employment contingent upon funding by the Student Success and Support Program (SSSP)</u>.
- 3. ³VETERANS SERVICES CENTER MANAGER, CATEGORICAL, a classified manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 5, Veterans Service Center, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 26, 2018. <u>This position is partially categorical funded with employment contingent upon funding by the Veterans Resource Center</u>.

¹ Correction: The funding source is being corrected from general funding on the May 22, 2006 Board Agenda to categorical funding.

² Correction: The funding source is being corrected from general funding on the January 27, 2014 Board Agenda to categorical funding.

³ Correction: The funding source is being corrected from "New Veterans Grant" on the April 30, 2018 Board Agenda to "Veterans Resource Center."

D. <u>REORGANIZATION</u>

- 1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified position, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - a. **RECLASSIFY** FACILITIES OPERATIONS SUPERVISOR, a classified manager, Pos. #P0004906, Facilities, Maintenance, Operations and Support Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, full - time, 40 hours per week, 12 months per year;

TO FACILITIES GROUNDS AND DAY CUSTODIAL SUPERVISOR, a classified manager, Facilities, Maintenance, Operations and Support Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 8, full-time, 40 hours per week, 12 months per year position, effective May 22, 2018.

E. CHANGE OF FUNDING SOURCE FOR A CLASSIFIED POSITION

1. DIRECTOR OF OUTREACH, RECRUITMENT AND STUDENT SUPPORT SERVICES, CATEGORICAL, a classified manager, Pos. #P0013364, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 8, Student Services, Irvine Valley College, has changed the categorical funding source from Student Equity Program (SEP) to Student Equity Program (SEP) and Student Success and Support Program (SSSP), for this full-time, 40 hours per week, 12 months per year position, effective May 1, 2018. Employment in this position is contingent upon funding by the Student Equity Program (SEP) and Student Success and Support Program (SSSP).

F. <u>CHANGE OF STATUS</u>

1. IRVINE VALLEY COLLEGE (IVC): <u>CLASSIFIED CHANGE IN EMPLOYMENT</u> <u>STATUS</u> (Information Items – Pursuant to Board Policy 4002.1)

	Assignment	Assignment	Range/		Effective
Name	Departed	Promotion	Step	Hours	Date
Guadarrama,	P0003596, Financial	P0012660, Senior	129/4	40	04/23/2018
Edgar	Aid Specialist	Financial Aid			
-		Specialist			
Kim, Brian	P0005188, Senior	P0013212, Manager of	10/2	40	05/01/2018
	Accounting	College Fiscal			
	Specialist	Services			
Smith, Benjamin	P0003625, Building	P0003164, Lead	130/4	40	04/23/2018
Aquila	Maintenance	Building Maintenance			
	Worker	Worker			

F. <u>CHANGE OF STATUS</u> - Continued

2. DISTRICT SERVICES (DS): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 4002.1)

	Assignment	Assignment	Range/		Effective
Name	Departed	Promotion	Step	Hours	Date
Gross, Steven	P0004120,	P0004080, Senior	146/5	40	04/23/2018
Edward	Programmer Analyst	Programmer Analyst			

3. SADDLEBACK COLLEGE (SC): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 4002.1)

	Assignment	Assignment	Range/		Effective
<u>Name</u>	Departed	Promotion	Step	Hours 1	<u>Date</u>
Dang, Hoang-	P0002790, Financial	P0003353, Senior	129/5	40	04/23/2018
Quyen Phan	Aid Specialist	Financial Aid			
		Specialist			

G. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

- YANG, JI, ID #023615, Admissions and Records Specialist I Bilingual, Pos. #P0003983, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 23.5 hours per week, 12 months per year, Admissions and Records, Irvine Valley College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective April 12, 2018.
- RASOULI, MOHAMMED, ID #018448, Admissions and Records Specialist I, Pos. #P0002617, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 25 hours per week, 12 months per year, Admissions and Records, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective June 1, 2018.

H. <u>OUT OF CLASS ASSIGNMENTS</u> – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. SADDLEBACK COLLEGE **returned** the following permanent Classified employee from a temporary, out of class and/or acting assignment, back to their permanent assignment.

Name	Permanent Assignment	Temporary Assignment	<u>Range/</u> <u>Step</u>	Hours	Effective Date
Jiroudek, Ellura	P0007478,	P0012574, Senior	122/3	20	12/15/2017
Lynn	Laboratory	Laboratory			
	Technician,	Technician,			
	Chemistry	Chemistry			

		Resignation	Retirement
Name	Position Title	Date	Date
Anstadt, Mary	Grant Project Manager (Career		
	Pathways), Specially Funded/SC	06/29/2018	06/30/2018
Campos, Omar	Custodian/SC		
Antonio Martinez		04/23/2018	N/A
Mathias, Brenda Kay	Assistant Director of Fiscal Services/DS		
		06/30/2018	07/01/2018
Pasqualetto, Matthew	Program Outreach Specialist/SC		
William		05/08/2018	N/A
Webster, Patrick Paul	Program Outreach Specialist/SC		
		04/19/2018	N/A

I. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

J. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2017/2018 and 2018/2019 academic years.

Division of Advanced Techno	logy and Applied Sciences, Saddle	<u>back College</u>
Albert, Marisa	Baghajkashani, Sogol	Beheshtorein, Ameen
Biggs, Kailey	Blackburn, Whitney	Broeman, Dwight
Camarillo, Brandon	Casey, Courtney	Collins, Gabrielle
Cui, Cheng Feng	Dehghani, LyLy	Dorr, Danielle
Easton, Eric	Fickinger, Emily	Fiermonte, Jennifer
Fischer, Courtney	Frattone, Nick	Guo, Dongrun
Hammond, Cynthia	Haro, Cesar	Harrey, Diana
Hassanzada, Sophia	Hernandez, Adrian	Hernandez, Andres
Hertel, Brooke	Holguin, Jack	Hops, Rachel
Kabins, Jordan	Le Bon de Lapointe, Juliette	Lee, Jennie
Liu, Yutong	Lombardi, Aylss	MacNair, Savannah
Madalinska, Jessica	⁴ Maldini, Daniela	Marroquin, Gabby
Marsh, Korinthia	Mason, Joseph	Mayers, Mykayla
Meltvedt, Summer	Moallempour, Deena	Nash, Jesse
Ostendorf, Kristen	Perez, Amy	Pinto, Vanessa
Proud, Stephen	Rahhal, Jacqueline	Ramirez, Allison
Ray, Brody	Reisch, Naomi	Riley, Luke
Roman, Nathan	Roxas, Matt	Russek, Mariah
Sabus, Andrew	Sanchez, Emma	Sanchez, Ivette Ceja
Siegel, Elizah	Slowiaczek, Taylor	Sogbandi, Stanley
Spencer, Megan	Styhr, Alex	Swanson, Delfina
Talebzadeh, Jacklin	Torres, Cameron	Verbenec, Sky
Vilchis, Jesus	Villacreses, Brendan	Wallace, Cheryl
Webber, Riley	Welch, Dana	White, Gaelin
Yeh, Veronica	Yilmaz, Orhan Baris	

Division of Advanced Technology and Applied Sciences, Saddleback College

⁴ Related to Tina Marie Maldini, Laboratory Technician, Horticulture, Saddleback College.

J. <u>VOLUNTEERS</u> – Continued

1. The following individuals are to be approved as Volunteers for the 2017/2018 and 2018/2019 academic years.

Division of Business Sciences and Economic and Workforce Development, Saddleback College Bowman, Marie

Division of Fine Arts, Saddleback College Patel, Varsha

Division of Kinesiology and Athletics, Saddleback CollegeChun, ShinjaSteward, DanielWilm, RobertSteward, Daniel

Troiano, Kyle

Division of Social and Behavioral Sciences, Saddleback College Jacobs, Jeffrey ⁵Smith, Edward Russell

<u>School of Guidance and Counseling, Irvine Valley College</u> Geragossian, Patrik

School of Languages and Learning Resources, Irvine Valley College ⁶Ho, Pin Ju Jin, Changyu

School of Physical Sciences and Technologies, Irvine Valley CollegeGross, BarbaraGross, Murray⁷Kingery, Robert

School of the Arts, Irvine Valley College Flores, Diter

⁵ Related to Maureen K. Smith, Geography Instructor, Saddleback College.

⁶ Related to Pin-Shiuan Ho, Tutor, Irvine Valley College.

⁷ Related to Youlin Shiny Shaw-Kingery, Computer Learning Center Associate Faculty, Irvine Valley College.

TO:	Board of Trustees
FROM:	Ann-Marie Gabel, Interim Chancellor
RE:	SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure
	Approval

BACKGROUND

Tenure is regulated by Education Code Section 87600 et seq. A contract faculty member normally serves under three probationary contracts. An employee is employed under a first probationary contract for one year (Education Code Section 87608), under a second probationary contract for one year (Education Code Section 87608.5), and under a third probationary contract for two years (Education Code Section 87609). The Education Code requires the District, before March 15th of the year the contract ends, to take one of two actions. The District may notify the employee before March 15th that it will not enter into a contract for the following academic year(s); or, it may notify the employee that he or she will be employed as a regular employee for all subsequent academic years.

<u>STATUS</u>

Exhibit A lists those employees who have satisfactorily completed the four-year tenure process. These thirty (30) full-time faculty members are recommended for tenure to be effective on the first day of service of their fifth year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve for tenure the fulltime faculty members listed in Exhibit A, effective the first day of service of their fifth year.

South Orange County Community College District Annual Report on Fourth Year Probationary Faculty

PROBATIONARY FACULTY – Tenured Effective Fall 2018

Name	Discipline	<u>College</u>
Ann Marie Breslin	Learning Disability Spec./DSPS Counselor	SC
Carlo Chan	Mathematics	IVC
Joshua Danufsky	Mathematics	IVC
Keith Donavan	Chemistry	IVC
Meredith Dorner	Biology	IVC
Keith Gamache	Sign Language	IVC
Christina Ghanbarpour	History	SC
Cindy Gross	Nursing	SC
Catherine Hayter	English Composition	SC
Kenn Huber	Mathematics	IVC
Rebecca Kaminsky	English (Basic Skills)	IVC
Justin Komine	Physics	IVC
Melissa Knoll	English (Basic Skills)	IVC
Celina Lee	Librarian (Instructional)	IVC
Amy McWhorter	Biology (Anatomy)	IVC
Benjamin Mis	Psychology	IVC
Zahra Noroozi	Engineering	IVC
Sean Osborn	Human Services	SC
Sean Pheasant	Chemistry	IVC
Brenda Plascencia-Carrizosa	Child Development	SC
Emily Quinlan	Business Law	SC
¹ Efren Rangel	EOPS Coordinator	SC
Amanda Romero	Counselor (CTE)	IVC
John Russo	Entrepreneurship/Management	IVC
Brockton Schermerhorn	Real Estate	SC
Carolyn Seaman	Librarian (Instructional)	SC
Bennet Tchaikovsky	Accounting	IVC
Jacob Tracy	Mathematics	SC
Erica Vogel	Anthropology	SC
Jake Williams	English Composition	SC

¹ Voluntary transfer from Counselor (Generalist) to EOPS Coordinator position, Board Approved 7/20/2015.

- TO: Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Destruction of Class 3 Disposable Records
- ACTION: Approval

BACKGROUND

Title 5, Section 59022 of the California Administrative Code requires that each community college district establish an annual procedure by which the chief administrative officer, or the designee of that officer, shall review documents and papers received or produced during the prior academic year and classify them as Class 1-Permanent, Class 2-Optional, or Class 3-Disposable. Further, Section 59022(b) states that, if such records are three or more years old and classified as Class 3-Disposable, they may be destroyed without further delay.

<u>STATUS</u>

The District has reviewed the classification of documents provided in Title 5, Section 59022 and has identified those documents listed in attached Exhibit A as those which may now be destroyed in compliance with the Code.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the destruction of documents detailed in Exhibit A.

CLASS 3 – DISPOSABLE RECORDS DESTROY AFTER JULY 1, 2018

District Fiscal Services – Payroll

Hourly Time Cards

All Prior to Fiscal Year 2012-2013

District Fiscal Services – Accounting

Cash Disbursements	All Prior to Fiscal Year 2012-2013
Cash Receipts	All Prior to Fiscal Year 2012-2013
District Depository	All Prior to Fiscal Year 2012-2013
Financial Aid Check Copies	All Prior to Fiscal Year 2012-2013
Grant Project Accounts	All Prior to Fiscal Year 2012-2013
Journal Entry	All Prior to Fiscal Year 2012-2013
Purchasing Records	All Prior to Fiscal Year 2012-2013
Student Refunds	All Prior to Fiscal Year 2012-2013
Vendor Account Payable Files	All Prior to Fiscal Year 2012-2013
Warrant Disbursements	All Prior to Fiscal Year 2012-2013
Warrant Registers	All Prior to Fiscal Year 2012-2013

Human Resources

Employment Applications	All Prior to Fiscal Year 2014-2015
Recruitment Files	All Prior to Fiscal Year 2013-2014
Subpoenas/Requests for Records	All Prior to Fiscal Year 2014-2015

Saddleback College Admissions & Records

Add/Drop Cards	All Prior to Academic Year 2014-2015
AB 540 Affidavits	All Prior to Academic Year 2014-2015
Audit Requests	All Prior to Academic Year 2014-2015
Data Change Forms	All Prior to Academic Year 2014-2015
General Petitions	All Prior to Academic Year 2014-2015
K-12 Concurrent Enrollment Requests	All Prior to Academic Year 2014-2015
Positive Attendance Rosters	All Prior to Academic Year 2014-2015
Residency Reclassification Requests	All Prior to Academic Year 2014-2015

Saddleback College Student Payment/Veteran's Office

Veterans' Education Benefit Files

All Prior to Current Fiscal Year with No Activity for 3 Years

Saddleback College Vice President for Student Services Office

Student Disciplinary Files

All Prior to Fiscal Year 2012-2013 except if disciplinary action is suspension or expulsion, in which case records are maintained indefinitely.

ITEM: 6.22 DATE: 5/21/18

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

- RE: SOCCCD: ReNew Apartments, Assumption of Lease and Release, and Related Estoppel Certificates for New Lessee, Bel Canto ReNew CA Associates, LLC
- **ACTION:** Approval

BACKGROUND

The District and FPA4 Promenade Apartments, LLC ("FPA4") are parties to that certain Amended and Restated Ground Lease dated May 25, 2016 (the "Ground Lease").

STATUS

On April 20, 2018, FPA4, notified the District that FPA4 intended to sell the ReNew Apartments to Bel Canto Real Estate Partners VIII, LLC ("Bel Canto"). In connection with such sale, FPA4 desires to assign the Ground Lease to Bel Canto ReNew CA Associates, LLC (an affiliate of Bel Canto)("Assignee"), pursuant to that certain Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease and Consent to Assignment and Assumption of Lease and Release to be entered into by FPA4, Assignee and the District, in the form of EXHIBIT A attached hereto (the "Assignment Agreement"). In addition, Assignee is assuming the existing loan from Wells Fargo Bank, NA as Trustee for the registered Holders of Multifamily Mortgage Pass-Through Certificates, Series 2016-K58 ("Lender") to finance its acquisition of the ReNew Apartments. Bel Canto has requested that the District execute that certain Ground Lessor's Estoppel Certificate in favor of Assignee in the form of EXHIBIT B attached hereto and that certain Ground Lease Mortgage Ground Lessor's Estoppel Certificate in favor of EXHIBIT C attached hereto (collectively, the "Estoppel Certificates").

FPA4 has complied with the requirements of Section 12 of the Ground Lease, which provides: "Tenant (FPA4) may not...assign Tenant's Interest without the prior written consent of Landlord (District), which consent may be granted or withheld in Landlord's reasonable discretion. Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed Assignment: (a) no Event of Default shall have occurred and remain uncured under this Lease; (b) Tenant shall have complied with all provisions of Article 12 of the Ground Lease; (c) the use of the Premises by the proposed assignee shall comply with the provisions of the Lease; (d) the proposed assignee shall be experienced in ownership, management and operation of properties reasonable comparable to the Premises; (e) the proposed assignee shall be capable financially of performing Tenant's obligations under this Lease and all other obligations relating to the Premises; (f) the proposed

Item Submitted By: Ann-Marie Gabel, Interim Chancellor

assignee shall operate in a form of entity that is acceptable to Landlord in Landlord's reasonable business judgment; (g) no civil or administrative judgments involving fraud or dishonesty, or criminal felony convictions of any kind, shall have been entered against the proposed assignee or its key people; (h) neither the proposed assignee nor its affiliates shall be a current or past litigant in any suit brought against or by Landlord; and (i) neither the proposed assignee nor its affiliates shall be or employ an individual or individuals named in any state or federal list of individuals who commit or threaten terrorism."

The District's real estate advisor and legal counsel have concluded that the above requirements have been met and that the Assignment Agreement is consistent with the above requirements.

The Estoppel Certificates are consistent with the Ground Lease.

The Assignment Agreement and the Estoppel Certificates have been reviewed by the District's legal counsel, Andrew P. Bernstein, Esq. of Jackson Tidus, and found to be in acceptable form and consistent with the Ground Lease.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the assignment of the Ground Lease by FPA4 to Assignee and approve a motion to authorize the execution by the Interim Chancellor and/or the Acting Vice Chancellor of Business Services of the Assignment Agreement (EXHIBIT A) and the Estoppel Certificates (EXHIBITS B and C) and any other documents necessary to carry out the terms thereof.

Recording Requested by:

Chicago Title Insurance Company

Recording Requested by and When Recorded Mail to:

Obermayer, Rebmann, Maxwell & Hippel LLP Centre Square West 1500 Market Street, Suite 3400 Philadelphia, PA 19102-2101 Attention: Warren Ayres

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE

APN: 988-01-229

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE (this "Assignment") is made and entered into as of _______, 2018 by and among FPA4 PROMENADE, LLC, a Delaware limited liability company ("Assignor"), BEL CANTO RENEW CA ASSOCIATES LLC, a Delaware limited liability company ("Assignee"), and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency (formerly known as Saddleback Community College District) ("District").

A. District and Assignor's predecessors entered into that certain Agreement for Joint Use and Occupancy of School Property and Ground Lease between Saddleback Community College District (as District was previously known) and Assignor's predecessor in-interest, Saddleback Partnership, a general partnership ("Saddleback"), dated September 23, 1985 and recorded in the Official Records of Orange County, California (the "Official Records") on October 30, 1985 as Instrument No. 85-419485, as amended that certain First Amendment to Agreement for Joint Use and Occupancy of School Property and Ground Lease between District and Saddleback's assignee, Mission Viejo Associates, a California general partnership ("MVA"), dated June 2, 1986 and recorded in the Official Records on July 15, 1986 as Instrument No. 86-304204, as further amended by that certain Amendment No. 2 to Agreement for Joint Use and Occupancy of School Property and Ground Lease between District and Assignor dated March 3, 2016 and recorded in the Official Records on May 4, 2016, as Instrument No. 2016000197856, which was amended and restated in its entirety by that certain Amended and Restated Ground Lease dated May 25, 2016, executed by District, as Landlord and Assignor as Tenant, as referenced in that certain Memorandum of Lease recorded May 25, 2016 as Instrument No. 2016000235319 in the Official Records and by that certain Amended and Restated Memorandum of Lease recorded July 13, 2016 as Instrument No. 2016000317223 in the Official Records (as so amended, the "Lease"). This Lease expires on September 30, 2075.

1102883.1

B. The Assignor's interest under the Lease passed to Assignor by Instrument recorded on August 29, 2014 in the Official Records of Orange County, California, as Instrument No. 2014000350853.

C. Subject to District's consent, Assignor desires to assign all of its rights, title and interest in and to the Lease as "Tenant" to Assignee and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease as "Tenant" from Assignor.

D. Upon the effective date of District's consent, District shall release Assignor from all of Assignor's obligations under the Lease accruing from and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor's rights, title and interest in and to the Lease as "Tenant" and the leasehold estate therein described, and Assignee agrees to and does accept the assignment and, in addition, expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Tenant, including the making of all payments due or payable under the Lease when due or payable, to the extent accruing from and after the effective date of this Assignment set forth below (the "Lease Obligations").

SUBJECT TO:

1.1 Current taxes and assessments, not yet due and payable; and

1.2 All covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters of record.

2. The assignment and assumption set forth under the terms and conditions of this Assignment shall take effect on ______, 2018 (the "Effective Date") (the date shall be filled in by Assignor prior to recordation of this document). This Assignment may be executed in counterparts, each of which is an original but all of which taken together constitute the same instrument.

IN WITNESS WHEREOF, this Assignment is made and entered into as of the date first set forth above.

ASSIGNOR:

FPA4 PROMENADE, LLC, a Delaware limited liability company

By:	 	
Name:		
Its:		

ASSIGNEE:

BEL CANTO RENEW CA ASSOCIATES LLC, a Delaware limited liability company

By: BEL CANTO REAL ESTATE PARTNERS RENEW LLC, a Delaware limited liability company Its: Sole Member

By:	 	 	
Name:			
Its:			

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

SS.

On _____, before me, ______ (here insert name and title of officer), personally appeared ______,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

}	SS.

On _____, before me, ______ (here insert name and title of officer), personally appeared ______,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MISSION VIEJO, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 85-430, AS PER MAP FILED IN BOOK 220, PAGES 10 THROUGH 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, STATE OF CALIFORNIA, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 25, 1989 AS INSTRUMENT NO. 89-044012 OFFICIAL RECORDS AND APRIL 12, 1991 AS INSTRUMENT NO. 91-171470 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN CURVE SHOWN AS CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1553.00 FEET AND A CENTRAL ANGLE OF 12°22'22" IN THE NORTHEAST BOUNDARY OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'22", AN ARC DISTANCE OF 335.36 FEET; THENCE S19°15'57"E, 31.82 FEET; THENCE S65°34'33"E, 95.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°14'32", AN ARC DISTANCE OF 133.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 358.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS N04°49'05"W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°33'30", AN ARC DISTANCE OF 178.44 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 19.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS \$23°44'25"W; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°14'34", AN ARC DISTANCE OF 26.61 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 132.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N56°30'09"W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°56'39", AN ARC DISTANCE OF 62.07 TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 244.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS S29°33'30"E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'00", AN ARC DISTANCE OF 64.30 FEET; THENCE TANGENT TO SAID CURVE N45°20'30"E, 1268.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 388.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°33'05". AN ARC DISTANCE OF 342.33 FEET; THENCE TANGENT TO SAID CURVE S84°06'25"E, 74.05 FEET; THENCE N00°00'28"W, 210.69 FEET; THENCE N82°08'37"W, 38.90 FEET; THENCE N10°19'50"W, 39.00 FEET; THENCE N00°50'42"W, 35.02 FEET; THENCE N13°25'22"W, 120.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1553.00 FEET, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF MARGUERITE PARKWAY AS SHOWN ON SAID MAP, A RADIAL LINE THROUGH SAID POINT BEARS N02°49'34"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'24", AN ARC DISTANCE OF 1294.45 FEET; THENCE TANGENT TO SAID CURVE \$39°25'02"W, 134.09 FEET; THENCE \$50°34'58"E, 3.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE THROUGH SAID CURVE BEARS N50°34'58"W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE TANGENT TO SAID CURVE S20°29'33"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE \$39°25'02"W. 50.00 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29". AN ARC DISTANCE OF 19.16 FEET; THENCE TANGENT TO SAID CURVE S58°20'30"W, 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°55'29", AN ARC DISTANCE OF 30.39 FEET; THENCE N50°34'58"W, 3.00 FEET; THENCE S39°25'02"W, 371.68 FEET TO THE POINT OF **BEGINNING**.

(Portion of APN 988-01-229)

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AND RELEASE

IN CONSIDERATION of the assumption of the obligations of the Tenant under the Lease by Bel Canto ReNew CA Associates LLC, a Delaware limited liability company, South Orange County Community College District hereby consents to the assignment of the Lease to and assumption of the Lease by Bel Canto ReNew CA Associates LLC and hereby releases FPA4 Promenade, LLC, a Delaware limited liability company and its present and former members from the Lease Obligations accruing from and after the Effective Date of this Assignment set forth above; provided, however, that this consent shall not waive the right of the District to consent to any subsequent assignments of the Lease.

Dated this _____ day of _____, 2018.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency (formerly known as Saddleback Community College District)

By: ______ Name: Ann-Marie Gabel Title: Interim Chancellor A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

On _____, before me, ______ (here insert name and title of officer), personally appeared ______,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

GROUND LESSOR'S ESTOPPEL CERTIFICATE

_____, 2018

Bel Canto ReNew CA Associates LLC 6 East Germantown Pike Plymouth Meeting, PA 19462 Attention: Barry Shikhvarg

Re: Ground leased property located in Mission Viejo, California and commonly known as Renew at the Shops Apartment Homes ("**Property**")

Ladies and Gentlemen:

The undersigned, South Orange County Community College District, a public agency ("Lessor"), as lessor under a ground lease ("Lease"), dated May 25, 2016, between Lessor and FPA4 Promenade, LLC a Delaware limited liability company ("Lessee"), as lessee, covering the Property, warrants, represents and certifies to Bel Canto ReNew CA Associates LLC, as successor in interest to Lessee ("Assignee") as follows, as of the date of this Ground Lessor's Estoppel Certificate ("Certificate"):

- 1. The execution date of the Lease occurred on May 25, 2016, and the Term of the Lease expires on September 30, 2075.
- 2. The current fixed rent under the Lease is \$2,751,423 per annum, subject to adjustments of Annual Base Rent (as defined in Section 4.1 of the Lease) pursuant to Section 4.2 of the Lease on May 15 of each year payable in one lump sum annually, and has been paid in full through May 14, 2019. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue. There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease.
- 3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as <u>Exhibit A</u>. The Lease has not been assigned, modified, supplemented or amended in any way, except as described on <u>Exhibit A</u>. There are no other agreements concerning the Property, whether oral or written, between Lessee and Lessor.
- 4. Lessor has not delivered or received any outstanding notices of default under the Lease; to the best of the Lessor's knowledge, there is no default by Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the

lapse of time, or both, would constitute a default. Notwithstanding the foregoing, Lessee has not completed the Updated Improvements (as defined in Section 1.1.76 of the Lease) pursuant to Section 3.3 of the Lease, although Lessee is currently not in default of its obligations thereunder.

- 5. Lessor is the record and beneficial owner of the Property. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property.
- 6. No third party has any option or preferential right to purchase all or any part of the Property.
- 7. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.
- 8. Lessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and has no reason to believe that there are grounds for any claim of any such violation.
- 9. Neither Lessee nor any affiliate of Lessee has any direct or indirect ownership interest in Lessor or any affiliate of Lessor.
- 10. No union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.
- 11. Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.

Assignee and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Assignee and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By:___

Name: Ann-Marie Gabel Title: Interim Chancellor

EXHIBIT A

1. Amended and Restated Ground Lease dated May 25, 2016

GROUND LEASE MORTGAGE

GROUND LESSOR'S ESTOPPEL CERTIFICATE

_____, 2018

Attn:

[Addressee to be provided prior to execution]

Re: Ground leased property located in Mission Viejo, California and commonly known as Renew at the Shops Apartment Homes ("**Property**")

Ladies and Gentlemen:

The undersigned, South Orange County Community College District, a public agency ("Lessor"), as lessor under a ground lease ("Lease"), dated May 25, 2016, between Lessor and FPA4 Promenade, LLC a Delaware limited liability company ("Lessee"), as lessee, covering the Property, warrants, represents and certifies to Wells Fargo Bank, NA, as Trustee for the registered Holders of Multifamily Mortgage Pass-Through Certificates, Series 2016-K58 and each subsequent owner of the mortgage loan secured by Lessee's leasehold interest in the Property (collectively or individually, "Lender") as follows, as of the date of this Ground Lessor's Estoppel Certificate ("Certificate"):

- 1. The execution date of the Lease occurred on May 25, 2016, and the Term of the Lease expires on September 30, 2075.
- 2. The current fixed rent under the Lease is \$2,751,423 per annum, subject to adjustments of Annual Base Rent (as defined in Section 4.1 of the Lease) pursuant to Section 4.2 of the Lease on May 15 of each year payable in one lump sum annually, and has been paid in full through May 14, 2019. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue. There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease.
- 3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. A list of all the documents constituting the Lease is attached as <u>Exhibit A</u>. The Lease has not been assigned, modified, supplemented or amended in any way, except as described on <u>Exhibit A</u>. There are no other agreements concerning the Property, whether oral or written, between Lessee and Lessor.

- 4. Lessor has not delivered or received any outstanding notices of default under the Lease; to the best of the Lessor's knowledge, there is no default by Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default. Notwithstanding the foregoing, Lessee has not completed the Updated Improvements (as defined in Section 1.1.76 of the Lease) pursuant to Section 3.3 of the Lease, although Lessee is currently not in default of its obligations thereunder.
- 5. Lessor is the record and beneficial owner of the Property. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property.
- 6. No third party has any option or preferential right to purchase all or any part of the Property.
- 7. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.
- 8. Lessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and has no reason to believe that there are grounds for any claim of any such violation.
- 9. Neither Lessee nor any affiliate of Lessee has any direct or indirect ownership interest in Lessor or any affiliate of Lessor.
- 10. No union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.
- 11. Lessor acknowledges that Lender's address for notice and other purposes under the Lease is as follows:

Attn:					
-	lress to	be provid	ed prior	to exec	ution]

- 12. Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.
- 13. Intentionally deleted.
- 14. Lessor acknowledges that Lender is a Leasehold Mortgagee under the Lease and is entitled to the benefit of all protections granted to a Leasehold Mortgagee under the Lease without the need for providing any separate notice under the Lease.

Lender and its successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of Lender and its successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By:

Name: Ann-Marie Gabel Title: Interim Chancellor

EXHIBIT A

1. Amended and Restated Ground Lease dated May 25, 2016

ITEM: 7.1 DATE: 5/21/18

TO: Board of Trustees

- **FROM**: Ann-Marie Gabel, Interim Chancellor
- RE: Staff Response to Public Comments from Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

<u>STATUS</u>

A public comment response from staff was not requested during last month's board meeting.

- **TO:** Board of Trustees
- **FROM**: Ann-Marie Gabel, Interim Chancellor
- **RE:** Saddleback College and Irvine Valley College: Speakers
- **ACTION**: Information

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

<u>STATUS</u>

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
4/16/2018 4:30 PM – 5:30 PM	BGS 144	Brittany Poloni	Earth Week Event	Dr. Pete Bloom	Raptor / Birds of Prey Conservation
4/18/2018 6:00 PM – 7:00 PM	BGS 254	Jane Medling	Accounting Safety	Marlene Johnson Jacqueline Shohdy Leticia Mata OC Credit Union	The Value of Credit
4/18/2018 10:30 AM – 11:45 AM	SBS 352	Beth Holder	PSYC 37	Alyson Birkeness	Substance Abuse
4/19/2018 4:00 PM – 5:00 PM	BGS 144	Brittany Poloni	Earth Week Event	Barry Nerhus	Sustainable Fashion
4/24/2018 8:45 PM – 9:50 PM	FA 103	Georgios Kouritas	Wind Ensemble	Dustin Barr	Wind Ensemble / Techniques on Intonation
4/30/2018 12:30 PM – 1:00 PM	BGS 328	Tina Jenkins	PSYC 7	Tonia Morton	Living with a Mental Health Diagnosis
5/1/2018 3:15 PM	MVHS	Brent Pillsbury	Intro to Business	Cole Hatipr	Marketing
5/2/2018 6:00 PM – 7:00 PM	BGS 254	Jane Medling	Accounting Society Club	Wesley Wilson	Life as a CPA
5/9/2018 5:45 PM – 7:00 PM	BGS 254	Jane Medling	Accounting Society Club	Daniel Nelson Phil Hirsch Ali Fresta Heidi Larkin-Reed David Lo	CPA Q&A Panel

IRVINE VALLEY COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Τορίς
4/25/18 7:00pm	BSTIC 120	Rick Boone	RE172 Real Estate Practice	Dan Peart	Working With Buyers, Showing Property & Insights From Broker

Exhibit A Page **2** of **2**

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
5/9/18 7:00pm	BSTIC 120	Rick Boone	RE172 Real Estate Practice	Joe Soto	Finance, Insights From a Lender, Working with Clients and Banks
5/14/18 1:00pm	BSTIC 214	Jeremy Holden	EMA 55 Graphic Design	Kevin Bannister	Graphic Design, Illustration, Working in the Industry

- **TO:** Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Facilities Plan Status Report
- ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

<u>STATUS</u>

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT May 21, 2018

CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the district website: <u>http://www.socccd.edu/about/about_planning.html</u>. The next EFMP process is scheduled for FY 2018-2019.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

<u>Project Description:</u> The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	March 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	July 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	June 2018	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

<u>Status</u>: Construction Phase: Demolition & *Earthwork*

<u>In Progress</u>: Increment 2 (structure) package *resubmittal to DSA*. Construction Management Services *proposal review and recommendation*. Demolish existing stadium and *begin* earthwork.

<u>Recently Completed</u>: Select Testing and Inspection and DSA Inspector of Record professional services. Install temporary power and data. Re-route or disengage utilities for stadium demolition.

<u>Focus</u>: Increment 2 (structure) package DSA approval. *Design-Build Entity buyout of remaining sub-trades*. *Monitor impact of recent steel tariffs. Coordinate impact to AT&T cell tower during construction*.

2. ATAS BUILDING PROJECT

<u>Project Description</u>: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The existing TAS Building may be demolished with a new parking lot proposed; however related discussions are underway.

Start Preliminary Plans	Oct 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Sept 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sept 2019	Advertise for FF&E	Pending
DSA Final Approval	Sept 2020	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board agenda action on 2/28/2011, 8/27/2012, 10/25/2013, 6/23/2014, and 8/22/2016. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing at \$14,733,000. On February 28, 2011, the Board approved \$6,799,055. On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved reassignment of funds of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored funding of \$8,523,000 and an added \$2,702,000. On August 22, 2016, the Board approved an additional \$3,110,000 for budget revisions to the North and South wing renovations. A scope change to new construction resulted in an *estimated* projected budget of \$47,175,000. The estimated cost for the Advanced Manufacturing program revision is \$8,700,000 and costs to address tennis courts, raise the building pad, change temporary parking lot to permanent and team rooms are \$8,225,000 for a total additional cost of \$16,925,000. Funding *was approved by the Basic Aid Allocation recommendation Committee for* the 2018-2019 budget planning cycle.

	Original	Revision	Total
Project Budget:	\$8,755,055	\$47,119,945	\$64,100,000
District Funding Commitment:	\$8,755,055	\$11,789,945	\$20,545,000
Anticipated State Match:			
Basic Aid Allocation:	\$1,956,000	\$44,863,622	\$46,819,622
Renovation Expenditures:			\$-1,308,622
Revised Basic Aid Allocation:			\$45,511,000
Unallocated Amount			\$0

<u>Status</u>: Proposal Submittal Phase. Request for Proposals (RFP) provided to three prequalified Design-Build Entities.

In Progress: Design-Build Entities are preparing Proposals.

<u>Recently Completed</u>: The Advanced Manufacturing Department Chair and Saddleback College leadership signed-off on the revised criteria documents which reflect the program revision. Staff released a three volume RFP document set, including the final project criteria and programming documents, to the Design-Build Entities.

Focus Issue: Design-Build Entity selection and committee evaluation process.

3. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will co-locate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017 the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. State match adjusts annually and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$42,867,000	\$7,626,000	\$50,493,000
District Funding Commitment:	\$12,814,000	\$ 10,374,000	\$29,804,000
Anticipated State Match:	\$30,053,000	\$(9,364,000)	\$20,689,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$10,145,180

<u>Status</u>: Pursuing State Funding Match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

<u>In Progress</u>: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those the State Chancellor's Office held in a "recommended for funding" status during the 2018-2019 funding cycle. They have since evaluated all projects for 2019-2020 and are recommending this project for funding.

<u>Recently Completed</u>: The State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. District staff continues to work to maximize district project prospects for future funding considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

IRVINE VALLEY COLLEGE

1. BARRANCA ENTRANCE (LASER WAY)

<u>Project Description</u>: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	March 2011	Complete Construction	Apr 2017
Complete Working Drawings	March 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	N/A

<u>Budget Narrative</u>: Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Close out Phase: Southern California Edison (SCE) and the City of Irvine.

In Progress: Project close-out. Finalize SCE landscaping easement.

<u>Recently Completed</u>: Real Estate appraisal for SCE easement.

Focus: Complete SCE landscaping easement.

2. FINE ARTS PROJECT

<u>Project Description:</u> The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014, 8/22/2016 and 6/26/2017. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$8,974,680 outstanding. State match adjusts annually and is identified below. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,726,000	\$24,362,000
Anticipated State Match:	\$25,141,000	\$(6,569,000)	\$18,498,000
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,387,320
Unallocated District Contribution:			\$ 8,974,680

<u>Status</u>: Pursuing State Funding Match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

<u>In Progress</u>: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. The SCO adjusts enrollment projections annually. These projections impact capacity load ratios and this year's adjustment jeopardizes funding for the Fine Arts project. Staff is evaluating variables for potential improvement. This project was among those the State Chancellor's Office held in a "recommended for funding" status during the 2018-2019 funding cycle. They have since evaluated all projects for the 2019-2020 and are recommending this project for funding.

<u>Recently Completed</u>: State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. District staff continues to work to maximize district project prospects for future funding considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential.

4. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT

<u>Project Description</u>: This project includes development of a 135,000 square foot lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Sep 2017 Award Construction Contract		Aug 2018
Start Working Drawings	Dec 2017	Complete Construction	Jan 2019
Complete Working Drawings	Mar 2018	Advertise for FF&E	Oct 2018
DSA Final Approval	June 2018	DSA Close Out	May 2019

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and *add a* connection *to* the new perimeter road. On June 26, 2017 the Board approved \$733,000.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$4,478,000	\$7,488,000
District Funding Commitment:	\$3,010,000	\$4,478,000	\$7,488,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$ 4,478,000	\$7,488,000

Status: DSA review phase.

<u>In Progress</u>: Construction Documents are under review at DSA. Finalizing EV charging station infrastructure design. Negotiating battery storage contract.

<u>Recently Completed</u>: Received and evaluated technical proposals for battery energy storage from SCE approved energy service companies. Submitted \$1,300,000 CIC recommendation for Phase II funding to include 153 additional parking spaces and a power feed consolidation.

<u>Focus</u>: Finalize solar scope, battery energy storage contract negotiation and proceed with procurement. Coordinate SCE construction project to aggregate incoming electrical service.

5. HEALTH CENTER/CONCESSION PROJECT

<u>Project Description:</u> This project is a new one story building with an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building freeing space for counseling renovation. The new Health Center/Concession building is located adjacent to baseball fields and bleacher seating for 300 seats will be constructed.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Jul 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Dec 2018
DSA Final Approval	May 2018	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 8/22/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$ 940,000	\$6,140,000
District Funding Commitment:	\$5,200,000	\$ 940,000	\$6,140,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$5,740,000	\$6,140,000

Status: DSA review phase.

<u>In Progress</u>: Construction Documents under review at DSA. Develop plans for infield netting project.

<u>Recently Completed</u>: Completed Construction Documents. Submitted \$1,360,000 CIC recommendation for furniture, fixture and equipment budget, installation of coaches' office and gender neutral restroom.

Focus: Respond to DSA review comments. Complete infield netting project.

ATEP

1. ATEP DEMOLITION

<u>Project Description</u>: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station as required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional phase required after the land exchange between the County and SOCCCD is complete. The schedule below *will be updated after transfer of County land is complete*.

Start Preliminary Plans	TBD	Award Construction Contract	TBD
Start Working Drawings	TBD	Complete Construction	TBD
Complete Working Drawings	TBD	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

<u>Budget Narrative</u>: Budget reflects Board action on 4/22/2004 and 6/17/2013. On April 22, 2004, the Board approved \$7,000,000. On June 17, 2013, the Board approved \$6,700,000 to fund additional demolition projects as a result of the land exchange.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

<u>Status</u>: On hold. Awaiting Phase VII demolition upon completed land exchange.

<u>In Progress</u>: Negotiations with the City and the Navy to transfer county land to district so the demolition can be completed.

Recently Completed: On hold.

Focus: On hold.

2. ATEP - IVC FIRST BUILDING

<u>Project Description:</u> This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center were relocated and some spaces represent expansion. The project includes 50kV of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	June 2015
Start Working Drawings	July 2015	Complete Construction	March 2018
Complete Working Drawings	March 2016	Advertise for FF&E	Sept. 2017
DSA Final Approval	Sept 2016	DSA Close Out	July 2018

<u>Budget Narrative</u>: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015 the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$0	\$ 1,950,000	\$ 1,950,000

Status: Project Closeout

In Progress: DSA Project close-out and battery storage installation.

<u>Recently Completed</u>: Notice of Completion filed. Contract negotiation for battery storage unit installation for peak shaving (purchasing energy at non-peak rates, storing energy in the batteries, then using the stored energy at peak rate periods). This effort is in conjunction with Southern California Edison's Local Capacity Requirement program.

<u>Focus</u>: Photovoltaic and Battery Storage interconnect agreement with utility agency allowing both systems to "go live" and permit subsequent DSA closeout.

3. ATEP – UTILITIES AND INFRASTRUCTURE

<u>Project Description:</u> The utilities and infrastructure project supports the ATEP IVC First Building and some future development. Utility and infrastructure construction includes partial site utility infrastructure, utility laterals and vehicular, bicycle and pedestrian circulation at the northeast and a small central portion of the ATEP campus.

Start Preliminary Plans	Oct 2015	Award Construction Contract	Oct 2016
Start Working Drawings	Nov 2015	Complete Construction	April 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jun 2016	DSA Close Out	May 2018

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015 and 8/22/2016. On June 22, 2015 the Board approved \$7,000,000. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Project Closeout

<u>In Progress</u>: Project Closeout with DSA. *Final change order and Notice of Completion is submitted at this May 2018 Board meeting.*

<u>Recently Completed</u>: *Project closeout with the City of Tustin.*

Focus: DSA Closeout.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

<u>Project Description:</u> The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, aid with energy savings programs, and recommend various sustainability projects. The project has two phases, the first develops building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Education and Facilities Master Plan process.

Kick Off, Phase I	Jan 2017	Start Plan Development	Feb 2017
Start Research/Analysis	Jan 2017	Complete Plan	May 2017
Complete Research/Analysis	Feb 2017	Final Plan, Phase I	Nov 2017

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 8/22/2016 and 6/26/2017. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$240,000	\$440,000
District Funding Commitment:	\$200,000	\$240,000	\$440,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$240,000	\$440,000

Status: Between Phase I and II efforts.

In Progress: Determining committee facilitator and composition for Phase II.

Recently Completed: Phase I final plan.

Focus: Develop scope of work for Phase II.

2. ADA TRANSITION PLAN AND SELF EVALUATION

<u>Project Description</u>: The ADA Transition project audited district-wide access compliance and prioritized, budgeted and scheduled the district's Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Education and Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	May 2018	Start Report Development	Sep 2018
Start Research/Analysis	May 2018	Complete Report Development	Nov 2018
Complete Research/Analysis	Aug 2018	Final Report	Dec 2018

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000. Additional funding will allow for Phase II efforts. *The Basic Aid Allocation Recommendation committee approved* \$3,000,000 for FY 2018-2019 projects.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,840,000	\$4,240,000

Status: Phase I work complete. Initiating Phase II work.

In Progress: Kick Off Phase II, self-evaluation of services, policies and practices.

<u>Recently Completed</u>: Award of Phase II, Self-Evaluation agreement.

Focus: Kick off Phase II, Self-Evaluation.

3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

<u>Project Description</u>: This project develops district-wide technology and building access control standards for capital construction projects and provides technology oversight during construction. The standards will inform construction documents establishing design guidelines for telecommunications / network infrastructure and associated equipment.

Kick Off	July 2017	Start Report Development	Oct 2017
Start Research/Analysis	July 2017	Complete Draft Report	Apr 2018
Complete Research/Analysis	Sept 2017	Final Report	May 2018

<u>Budget Narrative</u>: Budget reflects Board action on 8/22/2016 and 6/26/2017. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000.

	Original	Revision	Total
Project Budget:	\$460,000	\$100,000	\$560,000
District Funding Commitment:	\$460,000	\$100,000	\$560,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$100,000	\$560,000

Status: Recommendations phase.

<u>In Progress</u>: Complete campus standards and procurement processes for cable infrastructure, audio visual, access control and wireless.

<u>Recently Completed</u>: Committee review of draft electronic security standards.

Focus: Committee review of draft electronic security standards.

4. MAPPING AND CONDITION ASSESSMENT

<u>Project Description:</u> This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing condition. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	July 2018	Start Report Development	Dec. 2018
Start Research/Analysis	July 2018	Final Report	Jan. 2019
Complete Research/Analysis	Nov. 2018		

<u>Budget Narrative</u>: Budget reflects Board action on 8/22/2016 and 6/26/2017. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$500,000	\$900,000
District Funding Commitment:	\$400,000	\$500,000	\$900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$500,000	\$900,000

Status: Survey and Bid: Project on hold to request implementation funding.

In Progress: Negotiate Agreement.

<u>Recently Completed</u>: Recommended firm agreed to hold proposal offer until funding cycle is complete. Submitted \$3,000,000 CIC recommendation *and approved by the Basic Aid Allocation Recommendation Committee* to implement project, *in FY 2018-2019*.

Focus: Finalize agreement in preparation of project kick-off July 2018.

5. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

<u>Project Description</u>: The Saddleback College Science & Mathematics (SM) Building project assesses life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts Centers (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	June 2018	Start Report Development	Sept. 2018
Start Research/Analysis	July 2018	Draft Report	Oct. 2018
Complete Research/Analysis	Sept. 2018	Final Report	Dec 2018

<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015. On June 22, 2015, the Board approved \$750,000.

	Original	Revision	Total
Project Budget:	\$750,000	\$0,00	\$750,000
District Funding Commitment:	\$750,000	\$0,00	\$750,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$0,00	\$750,000

<u>Status</u>: Request for Qualifications & Proposals (RFQ & P) Phase: Selecting Architects/Engineers for buildings survey.

In Progress: RFQ & P process.

<u>Recently Completed</u>: Pre-proposal conference and three site visits with interested consultant firms.

Focus: RFQ & P committee evaluation and select the successful consultant team. .

GENERAL NOTES

Project updates for active projects may be viewed at:

http://www.socccd.edu/businessservices/ProjectUpdates2014.html

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
 - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

- TO: Board of Trustees
- **FROM:** Ann-Marie Gabel, Interim Chancellor
- **RE:** SOCCCD: Monthly Financial Status Report
- ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

<u>STATUS</u>

The reports display the adopted budget, revised budget and transactions through April 30, 2018 (EXHIBIT A). A review of current revenues and expenditures for FY 2017-2018 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary As of April, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCI	E		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS						
BEGINNING FUND BALANCE:		\$	65,655,901	65,655,901	65,655,901	100.00%
REVENUES: Federal Sources State Sources Local Sources Other Financing Sources Total Revenue	8100-8199 8600-8699 8800-8899 8900-8912	\$	3,321,902 57,606,503 240,729,776 0 301,658,181	3,499,930 63,717,956 240,797,582 0 308,015,468	1,266,017 47,386,262 242,157,347 0 	36.17% 74.37% 100.56% 94.41%
FISCAL AGENT PASS THROUGH INCOMING TRANSFERS	8970-8979 8980-8989		4,350,212 3,143,842	4,710,212 3,143,842	3,625,176 2,890,121	76.96% 91.93%
TOTAL SOURCES OF FUNDS		\$	374,808,136	381,525,423	362,980,824	95.14%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ 	90,295,240 57,339,922 57,255,869 8,101,817 35,297,872 18,863,380 1,347,658 268,501,758	95,132,714 57,449,653 58,052,495 8,603,352 37,072,736 19,509,302 2,950,216 278,770,468	73,028,855 39,594,899 41,234,545 2,667,667 17,186,943 4,621,983 2,102,653 180,437,545	76.77% 68.92% 71.03% 31.01% 46.36% 23.69% 71.27% 64.73%
OTHER FINANCING USES: Inter Fund Transfers Out Basic Aid Transfers Out Intra Fund Transfers Out Total Other Uses	7300-7399 7300-7399 7400-7499	\$	1,225,000 67,231,257 4,350,212 72,806,469	1,225,000 67,231,257 4,710,212 73,166,469	1,225,000 67,231,257 1,105,843 69,562,100	100.00% 100.00% 0.00% 95.07%
TOTAL USES OF FUNDS			341,308,227	351,936,937	249,999,645	71.04%
ENDING FUND BALANCE		\$_	33,499,909	29,588,486	112,981,179	
RESERVES Reserve for Unrealized Tax Collections Reserve for Economic Uncertainties College Reserves for Economic Uncerta	· · · ·	\$	17,446,051 13,260,177 2,793,681	17,446,051 9,580,756 2,561,679		
TOTAL RESERVES		\$_	33,499,909	29,588,486		

NOTE: As of April 30, 2017 actual revenues to date were **94.23%** and actual expenditures to date were **73.55%** of the revised budget to date.

\$3.7M decrease in the Reserve for Economic Uncertainties is due to the transfer to fund faculty Canvas stipends approved by the Board on December 11, 2017.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of April, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		\$	19,766,282	19,766,282	19,766,282	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	99,419,252 39,218,878 138,638,130	99,419,252 42,904,672 142,323,924	97,365,616 30,911,069 128,276,685	97.93% 72.05% 90.13%
INCOMING TRANSFERS	8980-8989		1,333,842	1,333,842	1,631,341	122.30%
TOTAL SOURCES OF FUNDS		\$	159,738,254	163,424,048	149,674,308	91.59%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures OTHER FINANCING SOURCES/(USES):	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	56,488,724 29,015,126 32,308,544 6,042,772 18,661,369 13,150,367 946,352 156,613,254	57,629,528 29,258,238 32,317,232 6,439,523 19,506,257 13,485,655 1,662,615 160,299,048	44,639,671 19,590,486 23,674,043 1,721,927 8,126,679 2,693,929 1,027,165 101,473,900	77.46% 66.96% 73.26% 26.74% 41.66% 19.98% 61.78% 63.30%
Transfers Out Other Transfers	7300-7399 7400-7499	\$	625,000 0	625,000 0	625,000 0	100.00%
Total Other Uses TOTAL USES OF FUNDS		-	625,000 157,238,254	625,000 160,924,048	625,000 102,098,900	100.00% 63.45%
LOCATION OPERATING BALANCE		\$_	2,500,000	2,500,000	47,575,408	
RESERVES Reserve for Economic Uncertainties		\$_	2,500,000	2,500,000		

NOTE: As of April 30, 2017 actual revenues to date were **91.57%** and actual expenditures to date were **66.33%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of April, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE			Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS		-				
LOCATION BEGINNING BALANCE		\$	4,337,276	4,337,276	4,337,276	100.00%
REVENUES: Unrestricted Budget Allocation Restricted Budget Allocation Total Revenue		\$	62,394,259 18,301,263 80,695,522	62,394,259 20,972,756 83,367,015	60,546,469 16,271,593 76,818,062	97.04% 77.58% 92.14%
INCOMING TRANSFERS	8980-8989		1,400,000	1,400,000	1,034,092	73.86%
TOTAL SOURCES OF FUNDS		\$	86,432,798	89,104,291	82,189,430	92.24%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures OTHER FINANCING SOURCES/(USES):	1000-1999 2000-2999 3000-3999 4000-4999 5000-5999 6000-6999 7500-7699	\$ \$	32,169,473 18,233,934 19,195,669 1,933,800 8,397,432 5,557,503 401,306 85,889,117	32,864,609 18,054,558 19,277,450 2,030,284 9,449,923 5,828,187 1,287,601 88,792,612	27,392,457 13,022,129 14,982,800 884,741 4,370,101 1,814,154 1,075,488 63,541,870	83.35% 72.13% 77.72% 43.58% 46.24% 31.13% 83.53% 71.56%
Transfers Out Other Transfers Total Other Uses	7300-7399 7400-7499	\$	250,000 0 250,000	250,000 0 250,000	250,000 0 250,000	
TOTAL USES OF FUNDS		-	86,139,117	89,042,612	63,791,870	71.64%
LOCATION OPERATING BALANCE		\$_	293,681	61,679	18,397,560	
RESERVES Reserve for Economic Uncertainties		\$_	293,681	61,679		

NOTE: As of April 30, 2017 actual revenues to date were **91.24%** and actual expenditures to date were **72.43%** of the revised budget to date.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet.

Chancellor and College Presidents written reports are included for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate Faculty Association Irvine Valley College Academic Senate Vice Chancellor, Technology & Learning Services Vice Chancellor, Human Resources Vice Chancellor, Business Services Irvine Valley College Classified Senate California School Employees Association Saddleback College Classified Senate Police Officers' Association



TO:Members of the Board of TrusteesFROM:Ann-Marie Gabel, Interim ChancellorSUBJECT:District Services Report for May 21, 2018 Board of Trustees Meeting

Kari Tucker-McCorkhill Named Orange County's Community College Teacher of the Year

Congratulations to Irvine Valley College Psychology Professor Kari Tucker-McCorkhill, who was named one of six Orange County Teachers of the Year by the Orange County Department of Education (OCDE). In a surprise visit to Dr. Tucker-McCorkhill's classroom, OCDE Superintendent of Schools Al Mijares was joined by Interim Chancellor Ann-Marie Gabel and IVC President Glenn Roquemore to share the news and present the professor with her award. Dr. Tucker-McCorkhill, who was the only community college instructor to be named a Teacher of the Year, will be formally honored at a dinner gala at the Disneyland Hotel in September.

Increase in Degrees, Certificates Awarded in 2018

On May 24 our graduates walk in commencement at Saddleback College and Irvine Valley College, and we're seeing increases district-wide in the number of degrees and certificates awarded. At Irvine Valley College, 2,129 associate degrees are being awarded, a 16 percent increase over last year, and 1,650 certificates of achievement are being awarded, a 12.5 percent increase over last year. At Saddleback, 2,105 degrees are being awarded, a 23 percent increase over last year, and 2,221 certificates are being awarded, a four percent increase over last year.

Governor's May Revise

On May 11, the Governor released the May Revise for the 2018-19 State Budget. The overall funding for Proposition 98 increased to \$78.4 billion which is the highest it's ever been funded and provides \$7.1 billion (10.93%) to community colleges. The Governor is predicting continued economic expansions with relatively low unemployment rates over the next few years. For community colleges, the budget provides an approximate increase of \$727 million over the last three years. The most relevant components of the budget impacting community colleges are as follows:

- **New Funding Formula**: The proposal creates a new funding formula beginning in the 2018-19 fiscal year comprised of the following components:
 - Base Allocation Represents 60% of the formula and is calculated on credit FTES at \$3,103 for South Orange County CCD using a three-year rolling average of FTES plus the allocation for the number of colleges and centers operated by the district.
 - Supplemental Allocation Represents 20% of the formula and is calculated on the number of students who receive Pell grants, are granted exemption from nonresident tuition, or are 25 years old or older and receive a fee waiver paid at \$1,526 per point for each of the metrics listed.
 - **Student Success Incentive Allocation** Represents 20% of the formula and is paid at \$876 per total points computed using the following metrics:
 - AA/AS or BA/BS degree Three points
 - ADT degree Four points
 - Credit Certificates (18 or more units) Two points
 - Completion of transfer level math and English in 1st year Two points
 - Transfer to a four-year university One and one-half points
 - Completion of 9 or more CTE units One point
 - Regional Living Wage within 1 year One point

- Equity Component An additional \$660 per total points computed in the above metrics for students who receive Pell grants.
- Hold Harmless Provides districts with guaranteed funding equivalent to their 2017-18 funding level in fiscal years 2018-19 and 2019-20. Also provides \$104 million in one-time funding to provide COLA plus 2017-18 funding levels in 2018-19 only. Beginning in 2020-21, districts will receive the higher of the calculated funding in accordance with the new funding model or the amount of funding received in 2017-18.
- **Noncredit FTES** Both noncredit and career development college preparation (CDCP) FTES continue funding at existing levels and fall outside of the formula.
- **Summer FTES Shift** Beginning with summer 2019, all summer FTES generated that crosses fiscal years shall be reported in the fiscal year following the summer term.
- Alignment with System Goals Requires districts to align their master plans with the systemwide goals appearing in the Strategic Vision Plan developed by the Chancellor's Office.
- Annual External Audit Requires an additional audit step ensuring that districts are not annually granting multiple degrees and certificates to the same student for the core purpose of generating additional revenue.
- **Cost of Living Adjustments (COLA)** Provides \$173.1 million to fund COLA at 2.71%. However, this funding is tied into the new funding formula.
- **Growth** Provides \$59.7 million to fund enrollment growth. However, this funding it tied into the new funding formula.
- Online College Provides \$100 million in one-time funds and \$20 million in ongoing funds to create a new online college entitled California Online Community College which will be overseen by the California Community College Board of Governors. The intent of this new college is to provide opportunities for working adults without a postsecondary degree so they can garner competency based education and industry-valued credentials for wage gain or promotion.
- Consolidation of certain Categorical Programs Proposes consolidating Student Success and Support Program (SSSP), Basic Skills Program, and Student Equity Program into one block grant with a guarantee that a district would receive at least the same amount received in 2017-18. The Chancellor's Office has not determined how this consolidation will affect the current match requirements.
- Deferred Maintenance and Instructional Equipment Provides \$143.5 million in one-time funds for deferred maintenance, instructional equipment, and water conservation projects. These funds are distributed based upon the FTES generated and are provided directly to the colleges.
- **Financial Aid Technology Improvements** Provides \$13.5 million in one-time funds and \$5 million in ongoing funds to upgrade colleges' financial aid management systems. At this point, we do not know how the Chancellor's Office will distribute these funds.
- **Open Educational Resources** Provides \$6 million in one-time funds to expand open educational resources. At this point, we do not know how the Chancellor's Office will distribute these funds.

• **California College Promise Program** – Provides \$46 million in ongoing funds for implementation of the California College Promise Program. At this point, we do not know how the Chancellor's Office will distribute these funds.

The next steps in the budget process entail both the Senate and Assembly creating their own budget proposals and enacting them. Any differences between the Senate and Assembly budget line items are sent to the Conference Committee for resolution. The State budget is due on June 15.

May Events and Meetings

Interim Chancellor Gabel attended the following meetings and events during the month of May:

- Irvine Valley College reception for newly-tenured faculty
- Scholarship ceremonies at Saddleback College and Irvine Valley College
- Saddleback College Nurse Pinning ceremony
- Student veteran recognition banquet at Irvine Valley College
- Irvine Valley College campus community recognition event
- Orange County Legislative Task Force meeting
- New Student Trustee orientation conducted with Evelyn Hoang, who will take office on May 21.

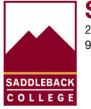
On May 23, Interim Chancellor Gabel will attend a meeting in Sacramento with Assembly Member Jose Medina, Chair of the Higher Education Committee, and representatives of the Orange County Legislative Task Force on the new funding formula and online college proposals.

On May 24, Interim Chancellor Gabel will offer remarks and extend congratulations to our graduates at the Saddleback College and Irvine Valley College commencement ceremonies.

Human Resources Update

Human Resources has begun offering in-person AB 1825: Preventing Harassment, Bullying, and Unlawful Discrimination training to all management team employees. The assembly bill requires employers to provide at least two hours of effective training every two years to all supervisory employees on the prevention of sexual harassment, discrimination, and retaliation. Trainings were offered at Saddleback College on March 20, Irvine Valley College on March 28, and at district services on May 17.

Union negotiations have been ongoing with CSEA and the Faculty Association. To date, there have been four meetings with each group and more dates are scheduled through June. Police Officer Association negotiations are scheduled to begin in the near future.

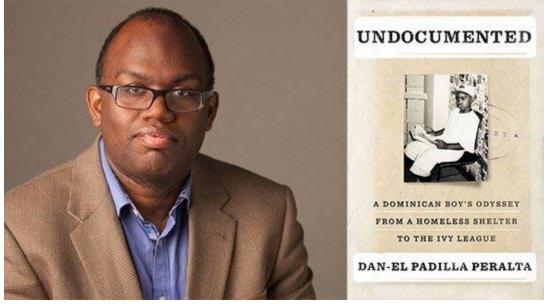


SADDLEBACK COLLEGE 28000 Marguerite Parkway • Mission Viejo, CA 92692 949.582.4500 • www.saddleback.edu

TO:	Members of the Board of Trustees Interim Chancellor Ann-Marie Gabel
FROM:	Jim Buysse, Interim President, Saddleback College
SUBJECT:	Report for May 21, 2018 Board of Trustees Meeting

One Book, One College Author Visit

The One Book, One College schedule of events culminated on Tuesday, April 24th with a thoughtful and inspirational talk and book signing by the *Undocumented*, author, Dr. Dan-El Padilla Peralta. The standing-room only event included performances by Saddleback's Jazz Studies Combo and Reader's Theatre, and Dominican-inspired hors d'oeuvres, prepared by the Culinary Arts program, were served during the reception



Respect for Diversity

The Equity and Diversity Committee and Associated Student Government invited the campus to participate in the Day of Silence on Thursday, April 26th. This student-led national event brought attention to anti-LGBT name-calling, bullying, and harassment in schools. Students from middle school to college take a vow of silence in an effort to encourage schools and classmates to address the problem of anti-LGBT behavior by illustrating the silencing effect of bullying and harassment on LGBT students and those perceived to be LGBT.

Saddleback College Goes "BEYOND"

Students in Fashion 147, a special events course, planned and produced the BEYOND fashion show in 14 weeks with the direction and leadership of professor, Diane McGroarty. Held on Thursday, April 26th, it was standing room only in the McKinney Theater. In addition to three 1st place awards for corset design, evening wear, and ready to wear, three industry experts judged the Best in Show of the competition and awarded Ramses Osorio a \$500 scholarship for the design featured below.



Law Day Candidate Forum

A candidate forum hosted by the Pre-Law Society and Associated Student Government was held on Tuesday, May 1st. Students, faculty, and staff were able to interact and gain insight on a variety of issues from the local candidates running for the U.S. House of Representatives, U.S. Senate, Sheriff and District Attorney.

Alumni Impacting Student Success

Two Cinema Television and Radio (CTVR) department alumni have generously pledged \$3,000 and \$250,000 respectively toward the production of future student films. It is expected that the films will be selected during the 2018-19 academic year.

Recognizing our Veterans

The 9th Annual VETS Program End of Year Celebration was held on Friday, May 4th. It was a great opportunity to recognize our student veterans and those who have contributed to the success of the Saddleback College VETS Program. Keynote speaker, Assemblyman and U.S. Marine Corps Veteran, Rocky Chávez reminded the audience of the impact our veterans have made and will continue to make in our lives.





Baseball Team Reaches Playoffs

The Saddleback baseball team opened the 2018 playoffs with a 16-5 win over East Los Angeles College on Friday, May 4th. On Saturday, May 5th, they advanced to the second round of the southern California regional playoffs with a 7-5 win over East Los Angeles College in 11 innings. Playoffs continue on Friday, May 11th against Palomar College.

Nursing Program Pinning Ceremony

On Tuesday, May 8th, the nursing program held its pinning ceremony and celebrated the achievement of 58 students.



Music Department Spreading Their Talent

Director of Jazz Studies, Joey Sellers, will be directing the Hart District Honor Jazz Band, which will be performing at the Super Jazz Festival in Stevenson Ranch, CA during the weekend of May 19th. Music instructor, Dr. Ariel Alexander, was hired to transcribe and write professional sheet music for Grammy and Academy Award winning musician and actor, Eminem. Eminem used Dr. Alexander's work during his recent performance at the Coachella Valley Music and Arts Festival. Dr. Georgios Kouritas, a music instructor who has conducted a variety of clinics for local and regional orchestras and symphonies will be the Cover Conductor for the Pacific Symphony Orchestra, May 31st through June 2nd.

Upcoming Events

Happening through May 15th: the Annual Student Art Show will be open in the campus Art Gallery. Gallery hours are Tuesdays and Thursdays from 11 am-2 pm and Wednesdays from 11 am-7 pm. A Student Success Showcase, Celebrating Student Excellence in the Arts will be hosted on Tuesday, May 15th, from 5–7 pm.

Each Friday through Friday, May 18th: the Emeritus Institute's Dorothy Marie Lowry Distinguished Guest Lecture Series, held at Laguna Woods Village

Thursday, May 24th: Saddleback College Commencement at 9 am on the quad.

Respectfully Submitted,

James Buysse Interim President



IRVINE VALLEY COLLEGE

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TO: Ann-Marie Gabel, Interim Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President

DATE: May 10, 2018

SUBJECT: President's Report for the May 21, 2018 Board of Trustees Meeting

IVC Hosts Sexual Assault Awareness Week Activities

On April 23-27, Irvine Valley College (IVC) hosted Sexual Assault Awareness Week, offering education and training for students, faculty and staff about sexual assault prevention and intervention. The Waymakers Sexual Assault Victims Services (formerly the Community Services Program) displayed the Clothesline Project in the campus quad to raise awareness about how this violence affects the community. Each day, resources and handouts were offered to help students increase their awareness of sexual assault, learn how to prevent it from happening to them, what to do if they are a victim, and ways to share stories of survival. Other events included presentations from guest speakers such as a military sexual assault psychologist, Irvine Police Lieutenant Dave Klug, and Carolyn Inmon, co-author of *The Seven Characters of Abuse*. This annual event supported the tenets of the national "It's On Us" campaign to recognize that non-consensual sex is sexual assault, to identify situations in which sexual assault may occur, to intervene in situations where consent has not or cannot be given, and to create an environment in which sexual assault is unacceptable and survivors are supported.

IVC's Chi Tau Epsilon Attends National American Criminal Justice Association Conference

Members of Chi Tau Epsilon (XTE), IVC's chapter of the American Criminal Justice Association, attended the annual conference of the national chapter, Lambda Alpha Epsilon, in Cleveland, Ohio. Students Hayley Simko, Stephanie Partida, Andy Shin, Jonathan Nguyen, Michael Statham, Ryan Moore, and Jesus Canela, along with advisor Monty Mauney, competed in written competitions in areas such as criminal law, juvenile justice, police management, corrections, and LAE knowledge. XTE members also competed in firearms, physical agility, and Crime Scene Investigation. The team of Michael Statham, Hayley Simko, and Ryan Moore placed third among all lower collegiate teams in the crime scene competition.

IVC Marketing and Creative Services Wins at CCPRO

On April 12, the Office of Marketing and Creative Services was awarded six PRO awards at the Community College Public Relations Organization (CCPRO) conference held in Sacramento. Marketing and Creative Services received three first place awards: the "Begin with the Best" brochure; media success story about Psi Beta students supporting each other after one student had a brain aneurysm on campus; and Performing Arts Center 10th anniversary banners. The department received two second place awards. One for the Laser Week social media marketing campaign; and one for the "Begin with the Best" direct mail outreach flyer. A third place award was received for the Walk of Hope marketing campaign.

National Library Week

On April 8-14, IVC participated in National Library Week, and hosted events throughout the week in conjunction with the Orange County Public Libraries. Librarian Tony Lin obtained a Books in Action grant from the California Library Association's California Center for the Book to help fund the National Library Week events that included workshops, online scavenger hunt, book drive, and an opportunity for students to record their stories. IVC English professors Lisa Alvarez and Virginia Shank led a group of 70 people through a number of writing prompts inspired by "The Orange County Literary Field Guide," a collection of poetry and prose centered around various locations within Orange County, which began as an SOCCCD-sponsored sabbatical project.

IVC Holds Spring Leadership Open Forum

On April 30, the college leadership team including President Roquemore, Vice President for Instruction Chris McDonald, Vice President for Student Services Linda Fontanilla, Vice President for College Administrative Services Davit Khachatryan, Classified Senate President Maria Nunez, and ASIVC President Samantha Zan and ASG representative Aaron Henderson provided updates about the campus and answered questions from attendees.

15th Annual Jazz Picnic

On May 5, the IVC Music Department and Foundation celebrated jazz in the Live Oak Terraces. The afternoon featured music from special guest artist Francisco Torres, trombone; the IVC Jazz Ensemble; and the second annual IVC High School Honor Jazz Band, conducted by Tyler Walton. Donations were accepted to benefit music scholarships and matched by the IVC Foundation PROIVC Campaign.

Campus Community Recognition Celebration

On May 10, IVC recognized students, faculty, staff and administrators for their successes, achievements and contributions to their areas of study and the campus community. Students were recognized for their participation and accomplishments to different clubs and extra-curricular activities, athletics and academics.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright Ann-Marie Gabel, Interim Chancellor • Glenn R. Roquemore, PhD, President, Irvine Valley College

IVC Speech and Debate Team Wins Nationals

On April 14, the IVC Speech and Debate Team was awarded double gold at the Phi Rho Pi National Championship Tournament in the Hindman Division in Daytona Beach, Florida. The team was awarded the gold medal in debate sweepstakes and in overall sweepstakes. The Phi Rho Pi National Championship is the largest two-year collegiate forensics organization that hosts 56 community college teams nationwide and over 500 participants. This marks the twelfth occasion that the IVC Speech and Debate Team has been named National Champions. Students Katrya Ly and Meaghan Loeffler competed in parliamentary debate and went undefeated throughout the entire tournament, winning a gold medal and winning all 12 ballots, beating out nearly 70 other teams. This type of debate requires students to speak on an issue after only receiving the topic 15 minutes prior. The team had the opportunity to debate a plethora of domestic and international topics from gun control and the opioid crisis, to diplomacy and military intervention in Syria.

Honors Program Students Attend 18th Annual HTCC Conference

On April 7, a record 71 IVC honors students attended the 18th Annual Honors Transfer Council of California (HTCC) Student Research Conference held at the University of California, Irvine (UCI). The multidisciplinary conference that featured over 375 student presenters from 35 colleges showcases outstanding faculty-mentored research by students from California community colleges. IVC students presented research in diverse areas including anthropology, art history, biology, computer science, economics, engineering, linguistics, mathematics, political science, psychology, and sociology. IVC students took home some of the conference's top awards. The \$500 first-place poster award in sciences went to Rvan Rafi for his project entitled "Radiation Emitted via Cell Phones and the Impact on Health," a project completed for Biology 1 Honors and mentored by Associate Professor of Biology Stephanie Tanio. Student Khalid Yasseen, who presented two projects mentored at IVC, was also awarded one of four \$500 Outstanding Abstract Awards for work completed at Saddleback College. In addition, Khalid received a research recognition by UCI, which will result in a \$500 research grant award should he transfer to UCI. Students Marissa Anderson and Nur Kirandag were also honored with HTCC Exemplary Achievement Awards and \$250 for their outstanding academic success and contributions to the IVC Honors Program. The following faculty members are recognized for their mentorship of the student research projects: Michael Cassens, Mark Collinson, Meredith Dorner, Joon Kil, Jennifer Lee, Chris Loeffler, Lewis Long, Benjamin Mis, Kurt Meyer, Benjamin Mis, Zahra Noroozi, Lan Pham, Jerry Rudmann, Kay Ryals, Virginia Shank, Alec Sim, Stepanie Tanio, Kari Tucker, and Justin Wright.

The Ear Launch Party

On May 16, a celebration was held for the publication of the 22nd issue of IVC's literary journal, *The Ear*. English Professor Virginia Shank organized the celebration that featured live music, refreshments, art, and poetry and short story readings. Members of the college community participated in the celebratory evening.

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33rd Annual Scholarship Ceremony

On May 16, the 33rd annual Foundation Scholarship Awards Ceremony was held on the lawn of the IVC Live Oak Terraces. Students and scholarship donors had the opportunity to meet each other and enjoy a continental breakfast together before the program began. The ceremony included two student stories and one donor story. This year, 667 scholarships totaling nearly \$430,000 were awarded to help students during the 2018-2019 academic year.

Irvine Valley Promise Program

On May 16, IVC held a welcome reception to recognize 25 students from the Irvine and Tustin unified school districts who will make up the first cohort of the Irvine Valley Promise Program. The Promise Program is intended for incoming students who do not qualify for financial aid, and whose families do not make enough money to cover the costs of sending their children to college. These students will receive waived enrollment fees, textbook vouchers, transportation vouchers, and other support services during their first year of college. Students and their parents were invited to celebrate their acceptance into the Promise Program, and met faculty, staff, community members and other students to commence the first year of the program.

IVC Faculty Member Named Orange County Community College Teacher of the Year

On May 1, IVC Psychology professor Kari Tucker-McCorkhill received a surprise visit to her classroom from Orange County Department of Education Superintendent of Schools Dr. Al Mijares. Dr. Mijares presented Tucker-McCorkhill with an award and announced that she is one of six 2019 Orange County Teachers of the Year. President Roquemore, Vice President for Instruction Chris McDonald, Vice President for Student Services Linda Fontanilla, Vice President for College Administrative Services Davit Khachatryan, and Interim Chancellor Ann-Marie Gabel participated in the presentation of the award.

Glenn R. Roquemore, PhD President



IRVINE VALLEY COLLEGE

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TO: Ann-Marie Gabel, Interim Chancellor and Members of the Board of Trustees
FROM: Samantha Zan, President Associated Student Government (ASG) of Irvine Valley College (IVC)
DATE: May 10, 2018

SUBJECT: ASG of IVC Report for May 21, 2018 Board of Trustees Meeting

ASG of IVC Tour Video

The ASG of IVC Public Relations Committee spent the weekend of April 20 – 22 filming a student written, produced, funded and directed IVC Tour Video that showcases the campus and testimonials from current students and alumni. The intent of the video is to provide former and current student to potential student communications about what makes IVC such a great campus; this video could be shared during outreach events and new student orientation (Laser Week). The ASG of IVC wishes to thank the Marketing and Creative Services team and members of the campus community for their support during the filming. The students are currently hard at work editing the final product and expect to premiere it at their End of the Year Recognition Ceremony.

Joint ASG Meeting with incoming Student Trustee

The ASGs of IVC and Saddleback met during their monthly meeting to discuss upcoming issues and topics: election review, summer meeting expectations, joint ASG training, interactive student identification cards, annual budget allocation processes, preparation for Board presentation, school mascots and co-curricular transcripts. This month's meeting included the incoming ASG Presidents of both IVC and Saddleback and the incoming Student Trustee Evelyn Hoang.

ASG of IVC: Spring Training for Incoming and Returning Student Leaders

The Office of Student Life and Equity Programs hosted multiple training sessions for the incoming and returning ASG of IVC members of the 2018-2019 school year. The students were involved in workshops to provide documents such as budget, calendar, accreditation and student services learning outcomes in order to help them better understand topics including cultural competency, conflict resolution and team building.

ASG of IVC: Budget Deliberations

The ASG of IVC Budget and Finance Committee presented their recommendations for the 2018-2019 budget allocation prepared for ASG of IVC Senate on April 6.

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1st Annual Teacher of the Year Nominee Reception

ASG of IVC hosted their first annual Teacher of the Year Nominee Reception on April 26. This event was to celebrate this year's 21 nominees, who were recognized by the students for their hard work, excellence and dedication to students of IVC.

Student Life and Equity Programs: End of the Year Recognition Ceremony

The Office of Student Life and Equity Programs hosted the third annual End of the Year Ceremony on May 4. This event celebrated the achievements and accomplishments of ASG of IVC Committees, Inter-Club and Co-Curricular Council and Student Equity.

Undocumented Students Scholarship

To address their year-long advocacy to address support of undocumented students of IVC, the ASG of IVC recently voted to allocate five \$500 scholarships for undocumented IVC students.

Te'Veannah Smith Emergency Fund

Every year, a group of ASG of IVC scholarships remains unclaimed. Over the past three years, the total remaining is \$9,600. The ASG of IVC in conjunction with the Irvine Valley College Foundation has allocated an additional \$10,000 to finalize the Te'Veannah Smith Emergency Fund for IVC students. Named for former ASG of IVC President Te'Veannah Smith who died in May 2017, this emergency fund will assist students who experience food and housing insecurities (up to \$500 on a one-time basis).

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Samantha Zan, President ASG of IVC