



Meeting of the Board of Trustees

August 26, 2019

CALL TO ORDER: 4:30 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 prior to the start of closed session. 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 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (6 matters)

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

A. Faculty Association (FA)

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 Officers Association (POA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

1.5 Conference with Real Property Negotiators (GC Section 54956.8)

A. Exchange of Property

Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), Sally Enriquez, Jackson Tidus, (District Real Estate

Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant).

Lease of Property by District: Approximately 10 acres of real property located at 1602 Valencia Ave. Tustin, CA 92782 (Property also known as the Advanced Technology & Education Park (ATEP site))

Negotiating Parties: Spring Education Group and Advantech Corporation

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

- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2).)
Significant exposure to litigation: 2 potential cases
 - B. Existing Litigation (Government Code Section 54956.9 (d)(1).)
2 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 Marcia Milchiker

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

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 prior to the beginning of open session. These forms are available outside the board room. **Speakers are limited to up to two minutes each.***

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. College Presidents' Reports (*Written Reports included in Section 8.0*)

- D. Associated Student Government Reports
- E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 **SOCCCD: FY 2019-2020 District Adopted Budget**
The FY 2019-2020 Adopted Budget will be presented by district and college staff.
- 4.2 **SOCCCD: Irvine Valley College and Saddleback College: FY 2019-2020 Adopted Student Government Budgets**
The ASIVC and SC ASG adopted budgets for FY 2019-2020 will be presented by college student government representatives and college staff.

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 a Regular Meeting held on July 15, 2019 and a Special Meeting held on July 16, 2019.
- 5.2 **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.
- 5.3 **SOCCCD: Irvine Valley College Parking Lot 10 Resurfacing Project, Notice of Completion, Arrow Parking Lot Service, Inc.**
Authorize filing the Notice of Completion for the Irvine Valley College Parking Lot 10 Resurfacing project to Arrow Parking Lot Service, Inc., for a final contract amount of \$77,900.
- 5.4 **Saddleback College: Revised Curriculum for the 2020-21 Academic Year**
Approve the proposed curriculum changes for the 2020-21 academic years at Saddleback College.
- 5.5 **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.
- 5.6 **SOCCCD: Student Out of State Travel**
Approve the college student out of state travel for the participants, dates, locations and costs.

- 5.7 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations as listed.
- 5.8 **SOCCCD: Budget Amendment: Adopt Resolution No. 19-19 to Amend FY 2018-2019 Adopted Budget**
Adopt Resolution No. 19-19 to amend the FY 2018-2019 Adopted Budget.
- 5.9 **SOCCCD: June and July 2019 Change Orders / Amendments**
Ratify the change orders and amendments as listed.
- 5.10 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.11 **SOCCCD: Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Conduct a Public Hearing – Proposed Budget of the District for FY 2019-2020**
The Board of Trustees will conduct a public hearing on the Proposed Budget for FY 2019-2020.
- 6.2 **SOCCCD: Adopted Budget for Fiscal Year 2019-2020**
Approve the FY 2019-2020 Adopted Budget and the EPA spending plan as presented.
- 6.3 **SOCCCD: ATEP - Enter into a Grant of Easement to Irvine Ranch Water District (IRWD)**
The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement to Irvine Ranch Water District are in the best interest of the District.
- 6.4 **SOCCCD: ATEP Phase 1 Site - Adopt Resolution No.19-17 and Enter into a Grant of Easement to Irvine Ranch Water District (IRWD)**
Adopt Resolution No. 19-17 to authorize entering into a Grant of Easement to Irvine Ranch Water District (IRWD) over portions of the Advanced Technology and Education Park (ATEP) Phase 1 Site for utility purposes.
- 6.5 **SOCCCD: Conduct a Public Hearing - Certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act**
The Board of Trustees will conduct a public hearing on the certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College.

- 6.6 **SOCCCD: Saddleback College ATAS Building Project, Adopt Resolution No. 19-18, Certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act**
Adopt Resolution No. 19-18, certification of Addendum No. 02 dated July 2019, to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College, pursuant to the California Environmental Quality Act
- 6.7 **SOCCCD: Saddleback College Advanced Technology and Applied Sciences (ATAS) Building Design-Build Project, Change Order No. 1, McCarthy Building Companies, Inc.**
Approve Change Order No. 1 for the Saddleback College Advanced Technology and Applied Sciences (ATAS) Building project and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc., resulting in an increase of \$4,126,442, for a revised contract total of \$53,013,487.
- 6.8 **SOCCCD: Irvine Valley College Fine Arts Building Project, Architectural Services, DLR Group, Inc.**
Approve the Architectural Services agreement with DLR Group, Inc. for the Irvine Valley College Fine Arts Building project, in the amount of \$2,750,000.
- 6.9 **SOCCCD: Irvine Valley College Student Services Center Renovation Project, Architectural Services, M. Arthur Gensler DBA Gensler**
Approve the Architectural Services agreement with M. Arthur Gensler DBA Gensler for the Irvine Valley College Student Services Center Renovation project, in the amount of \$1,870,000.
- 6.10 **Irvine Valley College: International Student Travel, 2020 International Choral Program Tour, Netherlands & Belgium**
Approve IVC 2020 International Choral Program Tour to the Netherlands and Belgium at a cost of \$3,679.80 per person, from July 13, 2020 to July 20, 2020.
- 6.11 **SOCCCD: Saddleback College Stadium and Site Improvement Project, Construction Management Services Amendment No. 01, APSI Construction Management**
Approve Amendment No. 01 to the Construction Management Services agreement with APSI Construction Management, increasing the contract amount by \$538,334 and a contract extension through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,647,852.
- 6.12 **SOCCCD: Saddleback College Stadium and Site Improvement Project, Material Testing and Inspection Services Amendment No. 02, C.E.M. Lab Corp.**
Approve Amendment No. 02 to the Material Testing and Inspection Services

agreement with C.E.M. Lab Corp. increasing the contract amount by \$311,835, and extending the contract through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,048,888.

- 6.13 **SOCCCD: Saddleback College Gateway Building Project, Architectural Services, Harley Ellis Devereaux (HED)**
Approve the Architectural Services agreement with HED for the Saddleback College Gateway Building project, in the amount of \$2,970,000.
- 6.14 **SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019- Amendment**
Approve amendment to the Dual Enrollment, SOCCCD (Saddleback College) – Capistrano Unified School District College & Career Access Pathways Partnership Agreement for the fall 2019 term.
- 6.15 **SOCCCD: Grant Acceptance – Irvine Valley College Innovation and Effectiveness Grant Agreement**
Approve the Innovation and Effectiveness Grant Agreement and accept this award for one-time funds in the amount of \$200,000 from the Santa Clarita Community College District for a term of twelve months.
- 6.16 **SOCCCD: Agreement for Software Development Services, Neudesic, LLC**
Approve the work order with Neudesic, LLC for an amount not to exceed \$785,000 for the term of September 1, 2019 through December 31, 2019.
- 6.17 **SOCCCD: Award of Contract for Consultancy Services for the District and Colleges' Facilities Master Plan Development, M. Arthur Gensler DBA Gensler**
Approve award of the contract to M. Arthur Gensler DBA Gensler to provide consultancy services for the District and Colleges' Facilities Master Plan Development, for a cost not to exceed \$677,000 for a contract period of August 27, 2019 through December 31, 2020.
- 6.18 **SOCCCD: Award of Contract for Vending and Pouring Rights for Beverage Products District-wide, Bottling Group, LLC, DBA Pepsi Beverages Company**
Approve award of the contract to Bottling Group, LLC, DBA Pepsi Beverages Company to provide vending and pouring rights for beverage products District-wide, at no cost to the District, for a contract period of July 1, 2019 through June 30, 2024.
- 6.19 **SOCCCD: Conduct a Public Hearing - District Initial Proposal to Faculty Association (FA)**
The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal to SOCCCD Faculty Association for the purpose of negotiations, pursuant to Government Code Section 3547 (c).

- 6.20 **SOCCCD: Adoption of SOCCCD District Initial Proposal to Faculty Association (FA)**
Approve the District's initial proposal to the Faculty Association for Article 30.8.
- 6.21 **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.
- 6.22 **SOCCCD: Faculty Conversion to Canvas One – Time Stipends**
Ratify Additional Compensation: Canvas Conversion-General Fund.
- 6.23 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Authorization to Eliminate (A) Classified Position(S) and/or position Number(s), Authorization to Establish and Announce (A) Classified Position, Reorganization/Reclassification, Out of Class Assignments – for positions that are vacant during recruitment for permanent appointments (limited to 960 hours per fiscal year), Out of Class Assignments – for positions that are temporarily available due to leaves of absence, etc., Resignation/Retirement/Conclusion of Employment.
- 6.24 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**
Ratify New Personnel Appointments, Volunteers.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.3 **SOCCCD: Facilities Plan Status Report.**
Report on the status of major capital projects.
- 7.4 **SOCCCD: Quarterly Investment Report.**
Report for period June 30, 2019.
- 7.5 **SOCCCD: Basic Aid.**
Report for period ending July 31, 2019.
- 7.6 **SOCCCD: Retiree (OPEB) Trust Fund.**
Report for period ending June 30, 2019.

7.7 **SOCCCD: Pension Stabilization Trust Fund.**
Report for period ending June 30, 2019.

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 two 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
- 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.**

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: FY 2019-2020 District Adopted Budget

ACTION: Discussion

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that by September 15 the Board of Trustees adopt a final budget. The proposed Adopted Budget for the FY 2019-2020 is on the agenda tonight for approval.

STATUS

On June 24, 2019, the Board of Trustees approved the Tentative Budget for FY 2019-2020. Since that time, total unrestricted resources have increased from \$339,789,722 to \$365,779,272. The unrestricted General Fund ending balance on June 30, 2019 is \$77,459,636. The District Reserve for economic uncertainties has been set at 7.5% totaling \$14,304,887 in accordance with the Board Policy 3100.

The adopted budget will be presented to the Board of Trustees (EXHIBIT A).



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

SOCCCD FY 2019-2020 Adopted Budget

Board of Trustees Meeting
August 26, 2019





Board Philosophy on Budget

- Ensure wise and prudent use of public resources
- Promote financial strength and stability
- Maximize educational opportunities for students





Budget Development Guidelines



1. Reserve for Economic Uncertainties
2. Future Long Term Debt Issues
3. Retirement Incentives
4. Area/College Allocations
5. Deficit Financing
6. GASB 45/OPEB Trust (retiree medical benefit liability)
7. Basic Aid
8. One time Cost Savings
9. Full Time Equivalent Student Targets
10. Funding for Growth

All guidelines were followed in the development of the FY 2019-2020 Adopted Budget



FY 2018-2019 Actuals Summary

	Beginning Balance	Revenues	Expenditures	Ending Balance
Unrestricted General Fund	\$61,168,571	\$290,648,346	\$274,357,419	\$77,459,498
Restricted General Fund	<u>9,531,509</u>	<u>50,055,094</u>	<u>49,710,549</u>	<u>9,876,054</u>
Total General Fund	\$70,700,080	\$340,703,440	\$324,067,968	\$87,335,552
Community Education Fund	563,040	2,209,404	2,328,467	443,977
SC Child Development Fund	16,862	1,007,297	1,024,159	0
Capital Outlay Fund	250,368,787	80,356,275	55,011,113	275,713,949
Self-Insurance Fund	3,185,478	1,051,392	929,993	3,306,877
Retiree Benefit & OPEB Trust Fund	118,919,058	15,843,914	10,362,310	124,400,662
Pension Stability Trust Fund	34,914,596	1,778,803	6,368,231	30,325,168
Student Financial Aid Fund	2,416	24,463,581	24,465,997	0
Associated Student Government Fund	<u>335,615</u>	<u>1,164,529</u>	<u>963,830</u>	<u>536,314</u>
Total All Funds	\$479,005,932	\$468,578,635	\$425,522,068	\$522,062,499



FY 2019-2020 Adopted Budget Changes from Tentative Budget

	Ending Balance		Ending Balance
	Tentative	Change	Adopted
Irvine Valley College*	3,000,000	1,953,550	4,953,550
Saddleback College*	8,000,000	4,551,485	12,551,485
District Services*	3,700,000	271,286	3,971,286
Basic Aid**	27,286,473	4,344,994	31,631,467
District-wide***	13,858,716	10,492,994	24,351,710
	55,845,189	21,614,309	77,459,498

*Location ending balances changed due to additional revenues received and budget savings

**Basic Aid ending balance change due to additional property taxes received

***District-wide ending balance change due to additional unbudgeted revenues and budget savings:

- Full-time faculty hiring funds augmented by the State \$1.2 million
- Lottery revenues were higher than forecasted \$0.6 million
- Interest earnings from improved market rates \$4.3 million
- Apartment complex re-negotiation (one-time) \$1 million
- STRS rebate \$0.7 million
- PT faculty office hours reimbursement (one-time augmentation) \$0.8 million
- Canvas conversion ending balance \$1.7 million
- General expense budget savings \$0.1 million



FY 2019-2020 Adopted Budget Revenue Assumptions

- Adopted Budget is based on final State enacted budget
- Implemented Student Centered Funding Formula (SCFF)
 - SCFF COLA = **3.26%**
 - Growth Funding = 0.0%
 - Hold Harmless = \$3M
- Property Tax revenue increase of 3.5%
- Enrollment Fees remain at **\$46/unit**



FY 2019-2020 Adopted Budget Revenue Assumptions

- State Categorical Funding - budgeted at 95% of last year's revised allocation
- Education Protection Act (EPA) Revenue is estimated at \$2.6M
 - EPA Expenses are budgeted for part-time faculty salaries and benefits
- Lottery Revenue – budgeted at \$4.2M (\$150 per FTEs)
- Interest Income – conservatively estimated at \$3M



Basic Aid Allocations

Long Term Obligations* and Fixed Expenses	\$ 5,830,000
Capital Projects	
Capital Projects in EFMP	52,452,981
Capital Projects Support	5,833,118
Access Control Projects	2,481,185
ADA Projects	3,000,000
Scheduled Maintenance Projects	8,660,000
District-wide Technology Priority Projects	15,198,914
Total	\$93,456,198

* Includes **OPEB Trust** \$5.1M normal current year expense and \$0.6M liability



Basic Aid Allocations Project Summary

	Allocation 7/1/19	Spend 6/30/19	Budget FY 2019-2020
Closed Projects	286,172,471	286,172,471	-
Capital Construction Projects	375,043,156	134,796,273	240,246,883
Scheduled Maintenance Projects	7,371,512	999,439	6,372,073
Technology Projects	90,811,164	60,517,958	30,293,206
Other Allocations	149,194,811	134,863,379	14,331,432
Total Projects	\$ 908,593,114	\$ 617,349,520	\$ 291,243,594



FY 2019-2020 Adopted Budget

DRAC Model Calculations

1) Revenues are allocated to the colleges:

	SC	IVC	Total
SCFF Revenue	97,220,787	64,702,116	161,922,903
Non-Resident Tuition*	3,175,785	7,985,688	11,161,473
Other On-Going Funds	8,068,037	5,369,417	13,437,454
Other One-Time Funds	2,527,744	1,682,256	4,210,000
Total Revenue Allocations	110,992,353	79,739,477	190,731,830

**based on 95% of PY revenue*



FY 2019-2020 Adopted Budget

DRAC Model Calculations

2) Funds are allocated for Beginning Balance, Contingency Reserve, General Expenses, and District Services:

	SC	IVC	Total
District Beginning Balance	13,663,526	8,954,685	22,618,211
Contingency Reserve 7.5%*	(8,318,458)	(5,986,429)	(14,304,887)
General Expenses	(2,762,130)	(1,987,784)	(4,749,914)
District Services 9.34%**	(10,568,315)	(7,578,860)	(18,147,175)
Net Available Funds	103,006,976	73,141,089	176,148,065

**7.5% of total revenue allocation*

***9.34% of total revenue allocations plus beginning balance less contingency reserve and general expenses*



FY 2019-2020 Adopted Budget

DRAC Model Calculations

3) Add Location ending balances, local income, and service charge:

	SC	IVC	DS	Gen Exp	Reserve	Total
Net Available Funds	103,006,976	73,141,089	18,147,175	4,749,914	14,304,887	213,350,041
Location Ending Balance	12,551,485	4,953,550	3,971,286	1,733,499		23,209,820
Local Income	6,356,186	3,500,000	840,000			10,696,186
District Office Services	300,000			(300,000)		-
Total Available Funds	122,214,647	81,594,639	22,958,461	6,183,413	14,304,887	247,256,047



FY 2019-2020 Adopted Budget

SCFF Calculations

A	
Rates	
Basic Allocation	
Credit	\$ 3,950.7276
Special Admit	\$ 5,782.8595
CDCP	\$ 5,634.5574
Non-Credit	\$ 3,456.6182

Saddleback College	
Base Allocation	
B	C=A*B
FTES Funded	Amount Paid
	\$ 4,719,729
13,985.17	\$ 55,251,610
422.88	\$ 2,445,456
492.41	\$ 2,774,512
1,845.62	\$ 6,379,604
	\$ 71,570,911

Irvine Valley College	
Base Allocation	
B	C=A*B
FTES Funded	Amount Paid
	\$ 4,719,729
8,813.17	\$ 34,818,434
331.69	\$ 1,918,117
560.92	\$ 3,160,536
312.39	\$ 1,079,813
	\$ 45,696,629

SOCCCD Total	
Base Allocation	
B	C=A*B
FTES Funded	Amount Paid
	\$ 9,439,458
\$ 22,798.34	\$ 90,070,044
\$ 754.57	\$ 4,363,573
\$ 1,053.33	\$ 5,935,048
\$ 2,158.01	\$ 7,459,417
	\$ 117,267,540

A	
Rates	
Pell	\$ 948.9594
AB540	\$ 948.9594
Promise Grant (BOG)	\$ 948.9594

Supplemental Allocation	
B	C=A*B
Total Counts	Amount Paid
2,822	\$ 2,677,963
886	\$ 840,778
8,720	\$ 8,274,926
	\$ 11,793,667

Supplemental Allocation	
B	C=A*B
Total Counts	Amount Paid
2,706	\$ 2,567,884
478	\$ 453,603
6,305	\$ 5,983,189
	\$ 9,004,676

Supplemental Allocation	
B	C=A*B
Total Counts	Amount Paid
5,528	\$ 5,245,847
1,364	\$ 1,294,381
15,025	\$ 14,258,115
	\$ 20,798,343



FY 2019-2020 Adopted Budget

SCFF Calculations

	A
	Rates
Associate Degree for Transfer	\$ 1,817.3760
Associate Degree	\$ 1,363.0320
Credit Certificates (16 or more units)	\$ 908.6880
Completion of transfer level Math and	\$ 908.6880
Transfer to 4-year institution*	\$ 681.5160
Completion of 9 CTE units	\$ 454.3440
Attainment of regional living wage	\$ 454.3440
Total	
Equity Bump for Pell Recipients	
Associate Degree for Transfer	\$ 687.7116
Associate Degree	\$ 515.7837
Credit Certificates (16 or more units)	\$ 343.8558
Completion of transfer level Math and	\$ 343.8558
Transfer to 4-year institution*	\$ 257.8919
Completion of 9 CTE units	\$ 171.9279
Attainment of regional living wage	\$ 171.9279
Total	
Equity Bump for CA Promise Fee Waivers	
Associate Degree for Transfer	\$ 458.4744
Associate Degree	\$ 343.8558
Credit Certificates (16 or more units)	\$ 229.2372
Completion of transfer level Math and	\$ 229.2372
Transfer to 4-year institution*	\$ 171.9279
Completion of 9 CTE units	\$ 114.6186
Attainment of regional living wage	\$ 114.6186
Total	

Saddleback College		
Student Success Incentive Allocation		
B	C=A*B	
Total Counts	Amount Paid	
804	\$ 1,461,170	
1,212	\$ 1,651,995	
2,236	\$ 2,031,826	
377	\$ 342,575	
2,889	\$ 1,968,900	
3,301	\$ 1,499,790	
2,063	\$ 937,312	
	\$ 9,893,568	
268	\$ 184,307	
384	\$ 198,061	
689	\$ 236,917	
69	\$ 23,726	
739	\$ 190,582	
781	\$ 134,276	
221	\$ 37,996	
	\$ 1,005,865	
401	\$ 183,848	
668	\$ 229,696	
1,182	\$ 270,958	
117	\$ 26,821	
1,316	\$ 226,257	
1,523	\$ 174,564	
565	\$ 64,760	
	\$ 1,176,904	
	\$ 12,076,337	

Irvine Valley College		
Student Success Incentive Allocation		
B	C=A*B	
Total Counts	Amount Paid	
511	\$ 928,679	
1,186	\$ 1,616,556	
1,511	\$ 1,373,028	
577	\$ 524,313	
2,277	\$ 1,551,812	
1,059	\$ 481,150	
1,375	\$ 624,723	
	\$ 7,100,261	
213	\$ 146,483	
469	\$ 241,903	
535	\$ 183,963	
140	\$ 48,140	
640	\$ 165,051	
254	\$ 43,670	
147	\$ 25,273	
	\$ 854,483	
298	\$ 136,625	
633	\$ 217,661	
766	\$ 175,596	
211	\$ 48,369	
1,053	\$ 181,040	
515	\$ 59,029	
377	\$ 43,211	
	\$ 861,531	
	\$ 8,816,275	

SOCCCD Total		
Student Success Incentive Allocation		
B	C=A*B	
Point Amount	Amount Paid	
1,315	\$ 2,389,849	
2,398	\$ 3,268,551	
3,747	\$ 3,404,854	
954	\$ 866,888	
5,166	\$ 3,520,712	
4,360	\$ 1,980,940	
3,438	\$ 1,562,035	
	\$ 16,993,829	
481	\$ 330,790	
853	\$ 439,964	
1,224	\$ 420,880	
209	\$ 71,866	
1,379	\$ 355,633	
1,035	\$ 177,946	
368	\$ 63,269	
	\$ 1,860,348	
699	\$ 320,473	
1,301	\$ 447,357	
1,948	\$ 446,554	
328	\$ 75,190	
2,369	\$ 407,297	
2,038	\$ 233,593	
942	\$ 107,971	
	\$ 2,038,435	
	\$ 20,892,612	



FY 2019-2020 Adopted Budget

SCFF Calculations

Total Computational Revenue Under SCFF:

Total Computational Revenue Under SB361 plus COLA:

Hold Harmless

SCFF 2019-2020 (higher of old and SCFF)

SB361 2018-19

Increase/(Decrease) in Funding

Saddleback College	
\$	95,440,915
	60.04%
\$	97,220,787
\$	1,779,872
\$	97,220,787
\$	100,121,191
\$	(2,900,404)

Irvine Valley College	
\$	63,517,580
	39.96%
\$	64,702,116
\$	1,184,536
\$	64,702,116
\$	60,699,431
\$	4,002,685

SOCCCD Total	
\$	158,958,495
	100.00%
\$	161,922,903
\$	2,964,408
\$	161,922,903
\$	160,820,622
\$	1,102,281



FY 2019-2020 Adopted Budget Expenditure Assumptions

- Salary Increases – includes step and column increases; negotiated increases for all groups
- PERS rate of 19.721%
- STRS rate of 17.1%
- Health & Welfare Benefits – 2% increase
- Unemployment Insurance remains flat at 0.05%
- Worker's Compensation decreased to 1.35 %
- Property & Liability insurance = \$1M



FY 2019-2020 Adopted Budget Reserve

Reserve for Economic Uncertainties

- 7.5% of unrestricted revenues
- \$14,304,887





FY 2019-2020 Adopted Budget Overview

	Beginning Balance	Revenues	Expenditures	Surplus/ (Deficit)	Ending Balance
Unrestricted General Fund	\$77,459,498	\$295,819,636	\$315,152,353	(19,332,717)	\$58,126,781
Restricted General Fund	<u>9,876,054</u>	<u>78,430,693</u>	<u>88,306,747</u>	<u>(9,876,054)</u>	<u>0</u>
Total General Fund	\$87,335,552	\$374,250,329	\$403,459,100	(29,208,771)	\$58,126,781
Community Education Funds	443,977	2,558,910	3,002,887	(443,977)	0
SC Child Development Fund	0	1,054,742	1,054,742	0	0
Capital Outlay Fund	275,713,949	144,046,966	418,795,578	(274,748,612)	965,337
Self-Insurance Fund	3,306,877	510,000	1,161,813	(651,813)	2,655,064
Retiree Benefit & OPEB Trust Funds	124,400,662	16,770,000	11,120,000	5,650,000	130,050,662
Pension Stability Trust Fund	30,325,168	1,000,000	8,086,000	(7,086,000)	23,239,168
Student Financial Aid Fund	0	21,770,000	21,770,000	0	0
Associated Student Government Funds	<u>536,314</u>	<u>1,058,278</u>	<u>1,356,135</u>	<u>(297,857)</u>	<u>238,457</u>
Total All Funds	\$522,062,499	\$563,019,225	\$869,806,255	(306,787,030)	\$215,275,469



FY 2019-2020 Adopted Budget Overview

	Beginning Balance	Revenues	Total
Unrestricted General Fund	\$77,459,498	\$295,819,636	\$373,279,134
Restricted General Fund	<u>9,876,054</u>	<u>78,430,693</u>	<u>88,306,747</u>
Total General Fund	\$87,335,552	\$374,250,329	\$461,585,881
Community Education Funds	443,977	2,558,910	3,002,887
SC Child Development Fund	0	1,054,742	1,054,742
Capital Outlay Fund	275,713,949	144,046,966	419,760,915
Self-Insurance Fund	3,306,877	510,000	3,816,877
Retiree Benefit & OPEB Trust Funds	124,400,662	16,770,000	141,170,662
Pension Stability Trust Fund	30,325,168	1,000,000	31,325,168
Student Financial Aid Fund	0	21,770,000	21,770,000
Associated Student Government Funds	<u>536,314</u>	<u>1,058,278</u>	<u>1,594,592</u>
Total All Funds	\$522,062,499	\$563,019,225	\$1,085,081,724

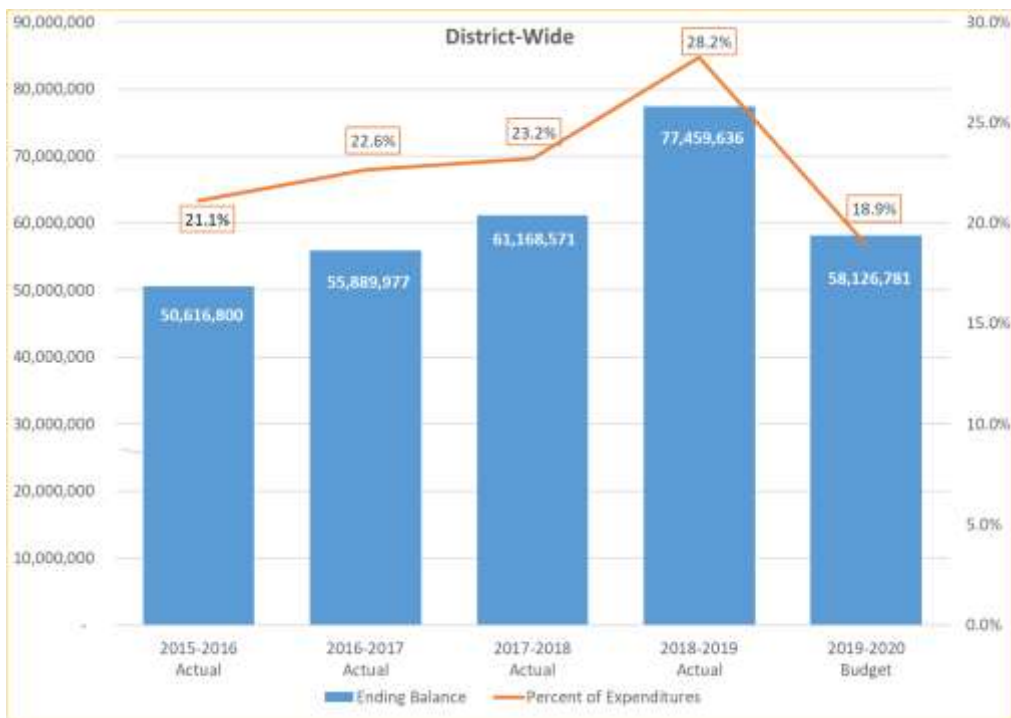


FY 2019-2020 Adopted Budget Overview

	Salaries and Benefits	Supplies and Services	Capital Outlay	Payments to Students and Other Uses	Total
Unrestricted General Fund	\$198,841,700	\$23,429,184	\$1,060,782	\$91,820,687	\$315,152,353
Restricted General Fund	<u>31,237,788</u>	<u>33,849,211</u>	<u>10,003,887</u>	<u>13,215,861</u>	<u>88,306,747</u>
Total General Fund	\$230,079,488	\$57,278,395	\$11,064,669	\$105,036,548	\$403,459,100
Community Education Funds	1,203,408	1,749,479	50,000	0	3,002,887
SC Child Development Fund	1,026,742	28,000	0	0	1,054,742
Capital Outlay Fund	505,929	5,680,459	362,991,190	49,618,000	418,795,578
Self-Insurance Fund	455,687	694,126	12,000	0	1,161,813
Retiree Benefit & OPEB Trust Funds	10,640,000	480,000	0	0	11,120,000
Pension Stability Trust Fund	0	100,000	0	7,986,000	8,086,000
Student Financial Aid Fund	0	0	0	21,770,000	21,770,000
Associated Student Government Funds	<u>227,477</u>	<u>1,009,158</u>	<u>0</u>	<u>119,500</u>	<u>1,356,135</u>
Total All Funds	\$244,138,731	\$67,019,617	\$374,117,859	\$184,530,048	\$869,806,255



District-wide Ending Balance Trend





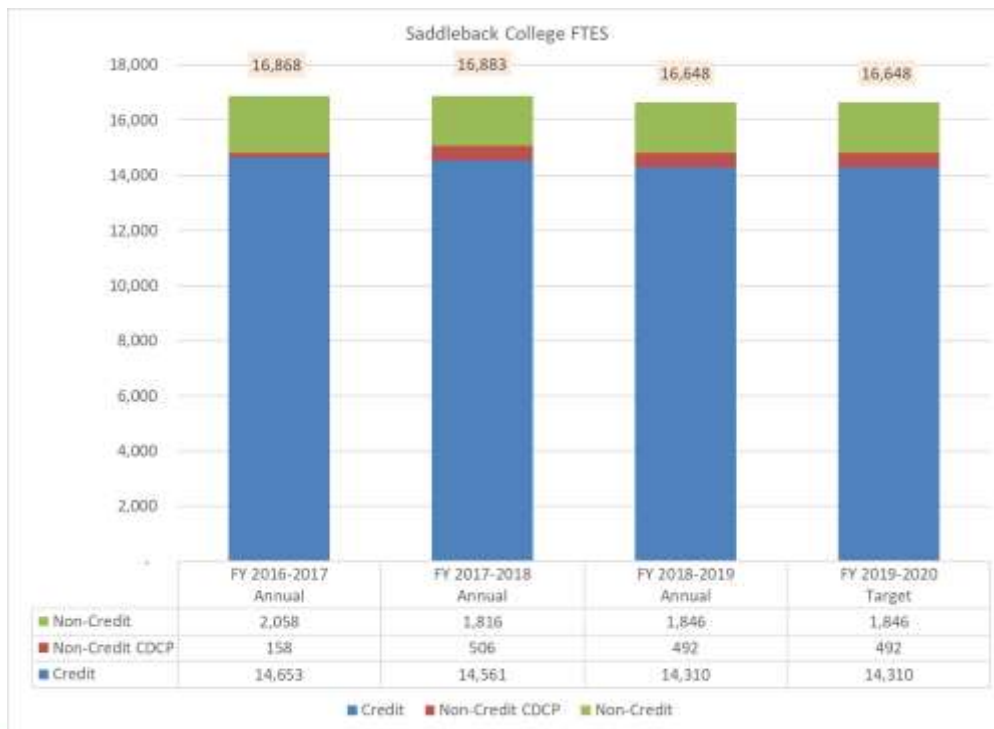
District-wide Revenue and Expenditure Trend

	FY 2015-2016	FY 2016-2017	% Change	FY 2017-2018	% Change	FY 2018-2019	% Change	FY 2019-2020	% Change
Total Unrestricted GF									
SB361/SCFF Revenue	149,894,914	149,244,052	-0.43%	156,461,881	4.84%	160,820,622	2.79%	161,922,903	0.69%
Other State Revenue	27,557,302	18,056,991	-34.47%	17,298,256	-4.20%	19,418,990	12.26%	19,311,977	-0.55%
Other Local Revenue	65,449,915	84,920,508	29.75%	94,900,901	11.75%	110,408,734	16.34%	114,584,756	3.78%
Total Revenue	242,902,131	252,221,551	3.84%	268,661,038	6.52%	290,648,346	8.18%	295,819,636	1.78%
Academic Salaries	75,417,678	82,138,227	8.91%	82,104,460	-0.04%	81,581,762	-0.64%	88,204,673	8.12%
Classified Salaries	39,568,903	42,059,712	6.29%	42,316,793	0.61%	43,440,689	2.66%	47,775,711	9.98%
Employee Benefits	41,518,646	45,793,064	10.30%	52,157,033	13.90%	55,540,133	6.49%	62,861,316	13.18%
Supplies	1,974,877	2,221,827	12.50%	2,136,344	-3.85%	1,731,715	-18.94%	2,250,909	29.98%
Other Operating Expenses	14,314,836	15,626,825	9.17%	15,380,315	-1.58%	15,912,464	3.46%	21,178,275	33.09%
Capital Outlay	2,346,684	1,733,800	-26.12%	1,061,242	-38.79%	707,849	-33.30%	1,060,782	49.86%
Other Outgo	64,756,402	57,374,919	-11.40%	68,226,257	18.91%	75,442,806	10.58%	91,820,687	21.71%
Total Expenditures	239,898,026	246,948,374	2.94%	263,382,444	6.65%	274,357,418	4.17%	315,152,353	14.87%
% Total Expense to Total Revenue	98.76%	97.91%		98.04%		94.39%		106.54%	



Saddleback College

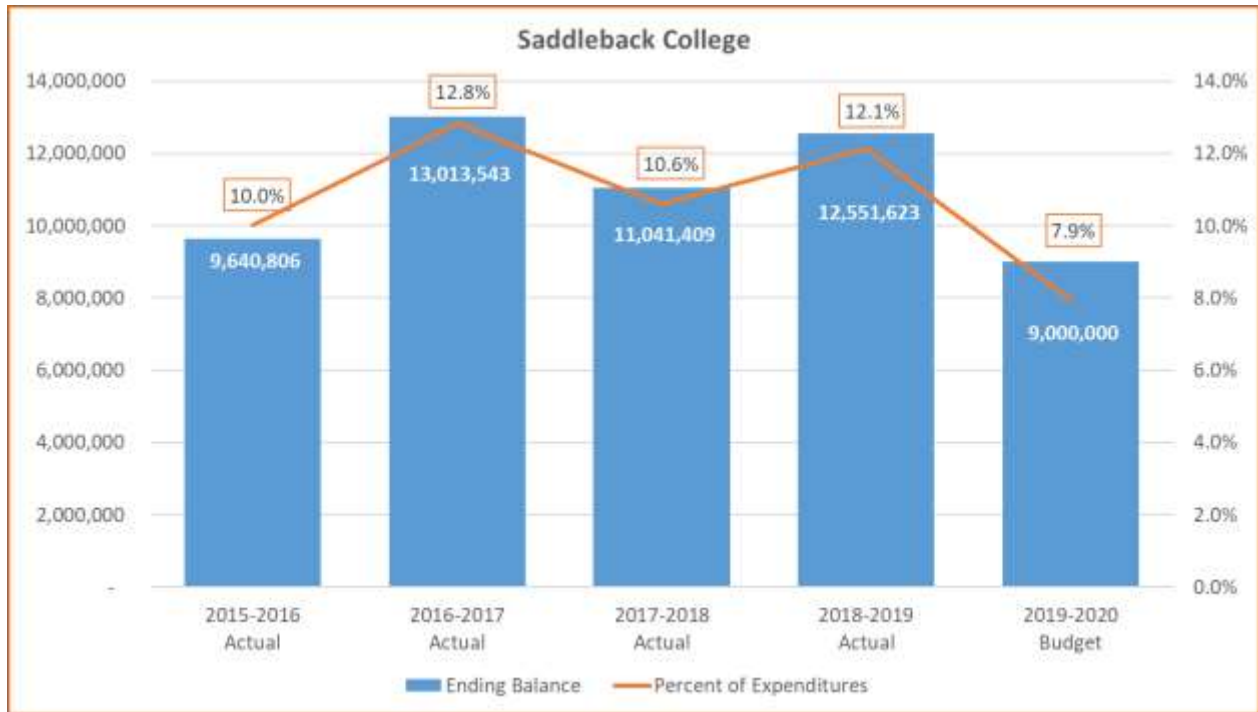
FTES Trend





Saddleback College

Ending Balance Trend





Saddleback College

Revenue and Expenditure Trend

	FY 2015-2016	FY 2016-2017	% Change	FY 2017-2018	% Change	FY 2018-2019	% Change	FY 2019-2020	% Change
<u>Saddleback College</u>									
SB361/SCFF Revenue	84,494,658	88,931,921	5.25%	88,442,913	-0.55%	88,120,577	-0.36%	89,535,410	1.61%
Other State Revenue	10,403,549	7,567,331	-27.26%	6,214,289	-17.88%	6,352,957	2.23%	6,753,131	6.30%
Other Local Revenue	4,394,612	8,136,317	85.14%	7,452,679	-8.40%	10,387,983	39.39%	13,374,621	28.75%
Total Revenue	99,292,819	104,635,569	5.38%	102,109,881	-2.41%	104,861,517	2.69%	109,663,162	4.58%
Academic Salaries	45,703,123	49,002,434	7.22%	49,548,450	1.11%	48,246,529	-2.63%	51,281,306	6.29%
Classified Salaries	18,700,124	19,741,280	5.57%	20,082,536	1.73%	20,312,198	1.14%	22,154,124	9.07%
Employee Benefits	20,574,930	22,820,753	10.92%	25,232,001	10.57%	26,354,241	4.45%	28,596,060	8.51%
Supplies	1,190,455	1,238,770	4.06%	1,390,066	12.21%	891,513	-35.87%	1,226,610	37.59%
Other Operating Expenses	5,685,806	6,636,909	16.73%	6,278,106	-5.41%	6,618,228	5.42%	8,694,544	31.37%
Capital Outlay	1,939,916	1,458,140	-24.83%	905,856	-37.88%	591,767	-34.67%	872,282	47.40%
Other Outgo	2,451,010	395,008	-83.88%	645,000	63.29%	336,965	-47.76%	389,721	15.66%
Total Expenditures	96,245,364	101,293,294	5.24%	104,082,015	2.75%	103,351,441	-0.70%	113,214,647	9.54%
% Total Expense to Total Revenue	96.93%	96.81%		101.93%		98.56%		103.24%	



Saddleback College

Short-term Goals

- 2019-20 (current year)
 - Grow enrollment by 1%
 - Reduce expenses by 3%
 - Increase SCFF Student Outcomes by 3%
- 2020-21
 - Grow enrollment by 2%
 - Reduce expenses by 2%
 - Increase SCFF Student Outcomes by 2%
- 2021-22
 - Grow enrollment by 3%
 - Reduce expenses by 2%
 - Increase SCFF Student Outcomes by 2%



Saddleback College

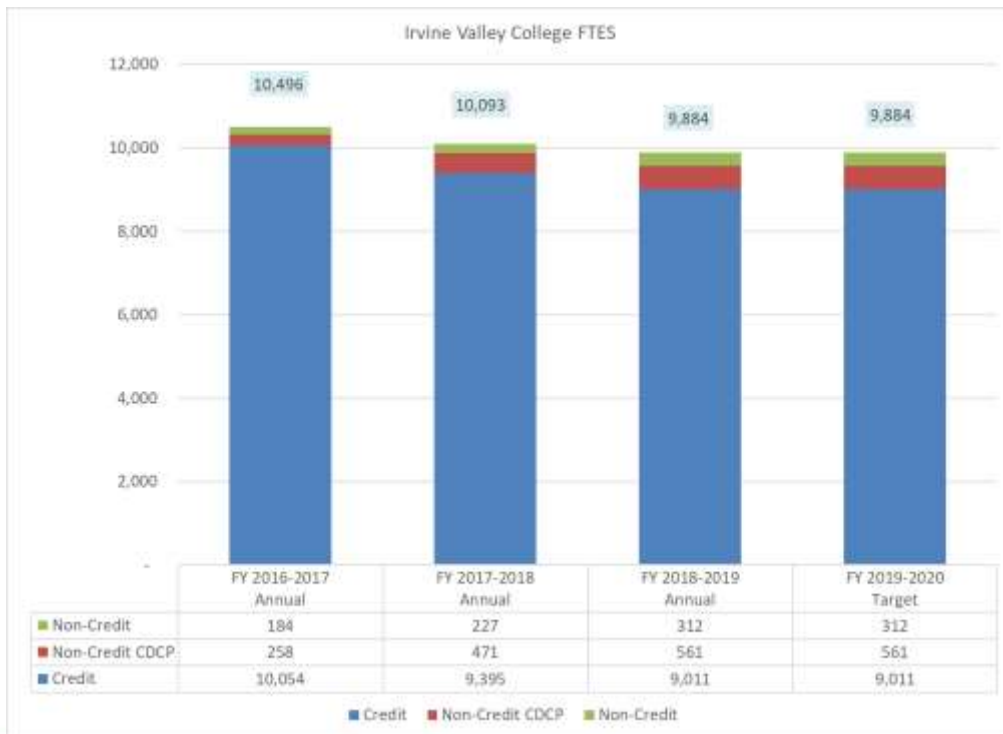
Long-term Solutions

- Increase enrollment
- Bring deficit down to zero
- Develop new revenue streams
- *INVEST* in...
 - New Program Development
 - Outreach/partnerships with industry and K-12
 - Increasing student completion
 - Eliminating access and retention barriers
 - Eliminating equity gaps
 - Expansion of International Students
 - Expansion of Emeritus and Distance Ed
 - Expansion of Dual Enrollment and Contract Training



Irvine Valley College

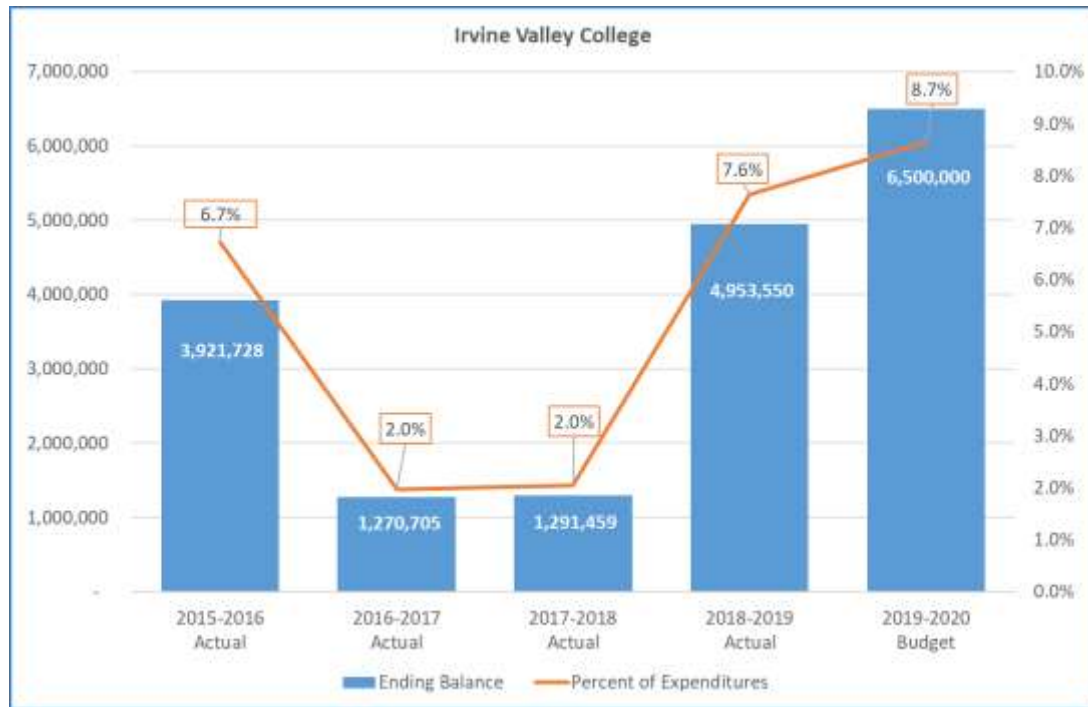
FTES Trend





Irvine Valley College

Ending Balance Trend





Irvine Valley College

Revenue and Expenditure Trend

	FY 2015-2016	FY 2016-2017	% Change	FY 2017-2018	% Change	FY 2018-2019	% Change	FY 2019-2020	% Change
<u>Irvine Valley College</u>									
SB361/SCFF Revenue	46,403,797	48,704,055	4.96%	50,318,670	3.32%	52,522,573	4.38%	58,103,728	10.63%
Other State Revenue	5,506,451	3,982,320	-27.68%	3,353,516	-15.79%	3,544,158	5.68%	4,494,323	26.81%
Other Local Revenue	7,254,599	9,403,416	29.62%	9,694,151	3.09%	12,394,871	27.86%	14,043,038	13.30%
Total Revenue	59,164,847	62,089,791	4.94%	63,366,337	2.06%	68,461,602	8.04%	76,641,089	11.95%
Academic Salaries	28,090,923	31,653,343	12.68%	30,472,855	-3.73%	30,614,170	0.46%	33,313,128	8.82%
Classified Salaries	12,739,618	13,272,027	4.18%	12,921,791	-2.64%	13,332,494	3.18%	14,987,798	12.42%
Employee Benefits	13,112,165	14,672,389	11.90%	15,851,454	8.04%	16,739,020	5.60%	19,862,355	18.66%
Supplies	684,731	664,664	-2.93%	656,086	-1.29%	772,388	17.73%	908,249	17.59%
Other Operating Expenses	3,749,702	3,738,967	-0.29%	3,411,949	-8.75%	3,314,275	-2.86%	5,932,609	79.00%
Capital Outlay	237,428	146,748	-38.19%	31,447	-78.57%	27,163	-13.62%	90,500	233.17%
Other Outgo	403,414	600,354	48.82%	-	-100.00%	-	0.00%	-	0.00%
Total Expenditures	59,017,981	64,748,492	9.71%	63,345,582	-2.17%	64,799,510	2.30%	75,094,639	15.89%
% Total Expense to Total Revenue	99.75%	104.28%		99.97%		94.65%		97.98%	



Irvine Valley College

Budget Planning

- IVC Comprehensive Budget Development Process
- Committee Structure
- Budget Development and Resource Planning Committee
- 2019-2020 Recommendations
 - Support Personnel (FMO and IT)
 - Professional Development
 - International Student Program



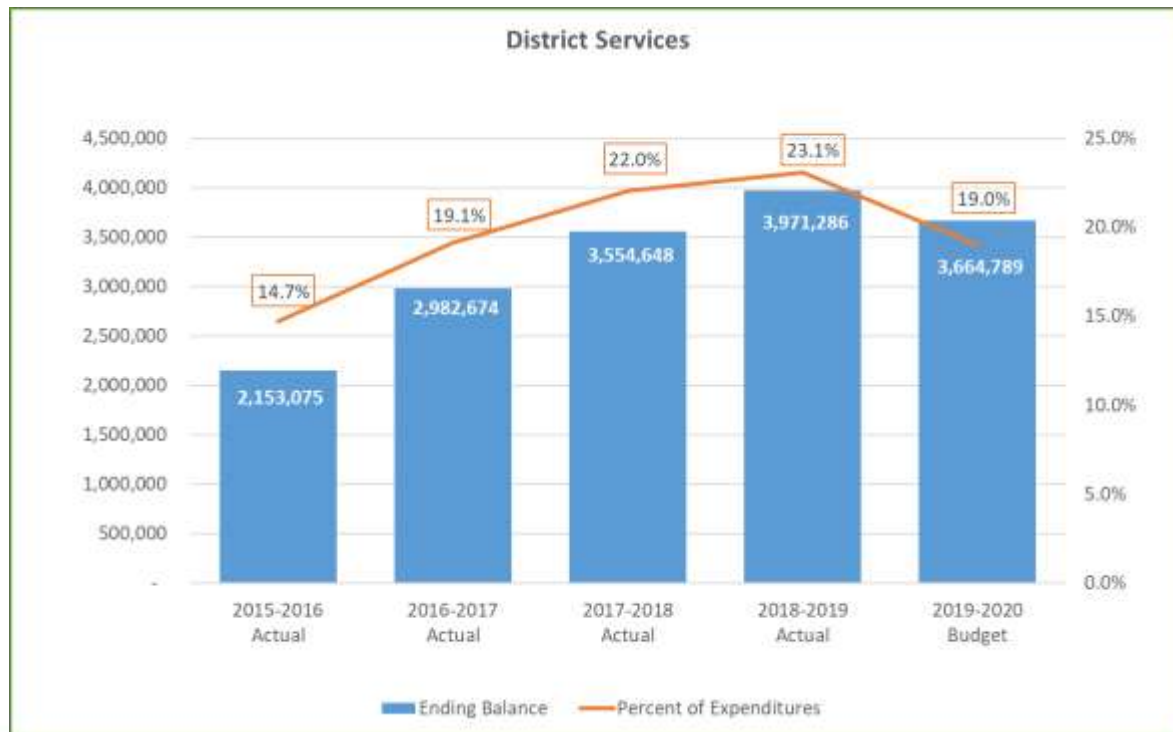
Irvine Valley College

Budget Planning

- IVC Budget Development Principles/Goals
 - Contingency Reserve: \$1M or higher
 - Productivity: 500 WSCH/FTEF or higher
 - Alignment of Ongoing Revenues and Expenditures
 - Use of One-time Funds to Reduce Ongoing Costs/Generate Revenues
 - Ongoing Review of Vacant Positions



District Services Ending Balance Trend





District Services

Revenue and Expenditure Trend

	FY 2015-2016	FY 2016-2017	% Change	FY 2017-2018	% Change	FY 2018-2019	% Change	FY 2019-2020	% Change
<u>District Services</u>									
SB361/SCFF Revenue	15,856,781	16,225,629	2.33%	16,360,151	0.83%	16,927,118	3.47%	18,147,175	7.21%
Other State Revenue	-	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Other Local Revenue	3,364	197,342	5766.29%	336,486	70.51%	691,392	105.47%	840,000	21.49%
Total Revenue	15,860,145	16,422,971	3.55%	16,696,637	1.67%	17,618,510	5.52%	18,987,175	7.77%
Academic Salaries	1,117,278	1,046,890	-6.30%	1,014,470	-3.10%	1,124,621	10.86%	1,114,887	-0.87%
Classified Salaries	8,114,173	8,633,130	6.40%	8,823,280	2.20%	9,227,190	4.58%	10,100,813	9.47%
Employee Benefits	3,953,635	4,365,476	10.42%	4,870,903	11.58%	5,476,983	12.44%	6,069,472	10.82%
Supplies	81,968	282,416	244.54%	69,750	-75.30%	61,948	-11.19%	81,000	30.75%
Other Operating Expenses	947,461	886,549	-6.43%	873,393	-1.48%	875,557	0.25%	1,400,500	59.96%
Capital Outlay	165,266	128,912	-22.00%	122,868	-4.69%	85,575	-30.35%	97,000	13.35%
Other Outgo	250,000	250,000	0.00%	350,000	40.00%	350,000	0.00%	430,000	0.00%
Total Expenditures	14,629,781	15,593,373	6.59%	16,124,664	3.41%	17,201,874	6.68%	19,293,672	12.16%
% Total Expense to Total Revenue	92.24%	94.95%		96.57%		97.64%		101.61%	



District Services

Budget Planning

- Fully staffed from SERP retirements
- Department budgets annually reviewed and adjusted
- Allocated \$500,000 for one-time purposes
- Budget projections through FY 2022-2023 maintain adequate ending balances



Budget Trends

- Additional State COLA and Growth have not been adequate to support the increased personnel costs over the past several years
- District-wide **personnel costs** make up an average of 88.7% of total budget (excluding reserves and basic aid funds), which is a decrease from 90.5% spent last year.
 - Health and Welfare Costs
 - STRS and PERS
 - Salaries
 - Negotiated increases
 - Step and column movement
 - Stipends and other additional payments





PERS/STRS Rates & Cost Increases

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	17.100%	18.400%	18.100%
STRS Contribution	6,692,933	7,946,844	9,164,048	10,356,985	11,172,375	12,351,132	12,149,755
Annual Increase		1,253,911	1,217,204	1,192,937	815,390	1,178,757	(201,377)
PERS Annual Rate	11.847%	13.888%	15.531%	18.062%	19.721%	22.700%	24.600%
PERS Contribution	4,491,723	5,321,302	5,973,916	7,095,264	7,908,103	9,295,656	10,073,707
Annual Increase		829,579	652,614	1,121,348	812,839	1,387,553	778,051
Combined Annual Increase		2,083,490	1,869,818	2,314,285	1,628,229	2,566,310	576,673

Notes: FY 2018-2019 through FY 2020-2021 include negotiated salary increases
FY 2021-2022 estimate assumes no changes in salaries



Pension Stabilization Trust Summary

Total Deposits	39,700,000
Withdrawals	
FY 2016-2017	(2,083,490)
FY 2017-2018	(3,953,307)
FY 2018-2019	(6,267,593)
Earnings Through 6/30/19	<u>2,929,558</u>
Balance 6/30/19	30,325,168
Estimated Withdrawals	
FY 2019-2020	(7,895,822)
FY 2020-2021	(10,462,132)
FY 2021-2022	(11,038,806)
Estimated Earnings Through 6/30/22	<u>1,600,000</u>
Estimated Balance 6/30/22	2,528,408





Early Retirement Incentive Program

Net Savings Through Year Two

District Services	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings	Net Savings (Cost)
Faculty	0	-	-	-
Classified	6	(159,102)	359,346	200,244
Management	12	(646,359)	631,724	(14,635)
Total District Services	18	(805,461)	991,070	185,609

Total Savings
\$9,895,343

Irvine Valley College	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings	Net Savings (Cost)
Faculty	10	(413,040)	2,294,549	1,881,509
Classified	27	(628,305)	2,269,524	1,641,219
Management	4	(143,553)	1,038,604	895,051
Total Irvine Valley College	41	(1,184,898)	5,602,677	4,417,779

Saddleback College	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings	Net Savings (Cost)
Faculty	20	(776,954)	3,980,748	3,203,794
Classified	30	(645,648)	2,470,856	1,825,208
Management	8	(433,736)	696,689	262,953
Total Saddleback College	58	(1,856,338)	7,148,293	5,291,955



Looking Ahead

- Monitor SCFF changes, long-term trends and impact to SOCCCD
- Pursue tenants for ATEP
- Finalize Education Master and Strategic Plan
- Finalize Facilities and Technology Master Plans
- Actively manage cash holdings to maximize earnings



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College and Saddleback College: FY 2019-2020 Adopted Student Government Budgets

ACTION: Discussion

BACKGROUND

On May 20, 2019, the Board of Trustees approved the Saddleback College Associated Student Government (SC ASG) and Associated Student Government of Irvine Valley College (ASIVC) tentative budgets for FY 2019-2020. Funding for the budgets is derived from the sale of student government activity stickers as well as bookstore and food service commissions. The budgets are established to fund student activities that are educational, social, and/or supportive of student clubs and co-curricular programs. In addition, the budgets provide funding for student scholarships.

STATUS

Since approval of the tentative budgets by the Board of Trustees, the beginning balance for the ASIVC budget has increased from \$160,000 to \$297,965. The beginning balance for SC ASG has increased from \$150,000 to \$238,349. Expenses have been adjusted to match the total available resources. The ASIVC and SC ASG emergency reserve accounts are set according to each college's policy.

The ASIVC and SC ASG adopted budgets for FY 2019-2020 are presented as EXHIBITS A and B respectively.

ASSOCIATED STUDENTS OF IRVINE VALLEY COLLEGE (ASIVC)

FY 2019-2020

ADOPTED BUDGET PRESENTATION

BOARD OF TRUSTEES

MONDAY, AUGUST 26, 2019

PRESENTED BY: FERAS KHATIB - ASG OF IVC PRESIDENT

HILLARY CORNIEL- ASG OF IVC VICE PRESIDENT OF BUDGET & FINANCE

FY 2018-2019 ASIVC Actuals

Sources and Uses of Funds	FY 2018-2019 Adopted	FY 2018-2019 Revised	FY 2018-2019 Actual
Sources of Funds			
<i>Beginning Balance</i>	158,114	158,114	158,114
ASIVC Sticker Sales	120,000	120,000	122,467
Bookstore Commissions	450,000	450,000	541,330
Cafeteria Commissions	90,000	90,000	92,006
Other (LAIF, Homecoming, Regal Movie)	-	-	2,427
Total Sources of Funds	818,114	818,114	916,344
Uses of Funds			
ASG of IVC	101,370	111,370	155,401
Club Support	7,050	7,050	5,753
Department Support	234,370	234,370	185,647
Co-Curricular Program Support	98,300	98,300	109,402
Student Life Office/Activities	296,024	296,024	162,176
Contingency	81,000	71,000	-
Total Uses of Funds	818,114	818,114	618,379
Ending Balance	-	-	297,965

Budget Highlights

FY 2019 - 2020

Budgeted: **\$977,965** for FY 2019-2020

- \$297,965 beginning balance (includes \$90K in Bookstore Accrual Reversal, savings from staff vacancy)
- PROJECTED \$140,000 ASIVC Access
- CONTRACTED \$450,000 Bookstore Commissions
- CONTRACTED \$90,000 Cafeteria Commissions

FY 2019-2020 ASIVC Budget

Sources and Uses of Funds	FY 2018-2019 Adopted Budget	FY 2019-2020 Tentative Budget	FY 2019-2020 Adopted Budget	Change (from Tentative from Adopted)	Notes:
Sources of Funds					
Beginning Fund Balance	158,114	160,000	297,965	137,965	a.
ASIVC Sticker Sales	120,000	140,000	140,000	-	
Bookstore Commissions	450,000	450,000	450,000	-	
Cafeteria Commissions	90,000	90,000	90,000	-	
Total Sources of Funds	818,114	840,000	977,965	137,965	
Uses of Funds					
Bookstore Revenue Accrual Reversal	-	-	91,330	91,330	
Club Support	7,050	14,300	14,300	-	
Co-Curricular Programs	98,300	100,800	100,800	-	
Campus Departments (Including ATEP and IVC Foundation)	234,370	269,700	282,700	13,000	b.
ASG of IVC	101,370	83,376	98,214	14,838	c.
Student Life	296,024	287,824	292,824	5,000	d.
Contingency Funds/Mid Year Requests	81,000	84,000	97,797	13,797	e.
Total Uses of Funds	818,114	840,000	977,965	137,965	

- a. Reversal occurs in New FY; and reduction will be offset by amount held in contingency for accounting entry.
- b. Department now includes funding for computing support to ATEP.
- c. Increase in funding for ASG participation in legislative conference in Sacramento; base funding for 35 Clubs has increased by \$50.00 to \$300.00 per semester.
- d. Additional funding for Laser Fest and ATEP programming.
- e. 10% contingency allocation has increased with a higher beginning balance.

2019-2020 ASIVC GOALS

STUDENT LEADERSHIP DEVELOPMENT/EQUITY CULTURAL COMPETENCIES:

- Expand student representation into clubs, co-curricular programs, committees, district, regional, district and state levels.
- Retention rate of student leaders from Fall 2019 to Spring 2020 above 90% with an average Fall semester GPA of at least 3.4 GPA.

RESOURCES, SERVICES and ACTIVITIES:

- Continuation of Emergency Fund and other initiatives that address students' non-academic barriers such as transportation.
- Continuation of support of Equity related programs for undocumented, food and housing insecurities, foster youth, LGBTQIA+ & Veterans with the addition of support for cultural/gender based programming such as LatinX, African-American and Gender Equity issues.

FACILITIES & TECHNOLOGY:

- Support of increased computing and student activities at ATEP site.
- Addition of the Equity and Inclusion Center within the Student Activities Center.

FISCAL MANAGEMENT:

- Continuation of ASIVC Access Promotion and discussion of Integrated Student ID Cards to track student usage of services and resources.

Associated Students of Irvine Valley College (ASIVC)

Annual Budget Allocation (Detail)

Description	2018-2019 Adopted	2019-2020 Adopted
ESTIMATED REVENUE		
Beginning Fund Balance	158,114	297,965
ASIVC ACCESS Sales	120,000	140,000
Bookstore Commissions	450,000	450,000
Cafeteria Commissions	90,000	90,000
TOTAL	818,114	977,965
By Category:		
Bookstore Revenue Accrual Reversal	-	91,330
Club Support	7,050	14,300
Co-Curricular Programs	98,300	100,800
Campus Departments	234,370	282,700
ASG of IVC	101,370	98,214
Student Life (includes FT position)	296,024	292,824
Contingency Funds	81,000	97,797
TOTAL	818,114	977,965
ADDITIONAL CLUB SUPPORT		
Summer 2019: Club Support (125.00 x 32 clubs)	-	4,000
ASEC: Event Support and Project Supplies	3,000	3,300
Circle K International Club: Leadership Retreats and Fall Training Conference	3,500	5,000
NEW: Geography Club: Conferences	-	1,000
NEW: American Association of University Women	-	1,000
History Club: Additional Funding	550	-
TOTAL	7,050	14,300
CO-CURRICULAR PROGRAM SUPPORT		
Administration of Justice - XTE: Fall Conference	10,300	10,800
Dance (No longer co-curricular; academic dept): Student Competition Lodging, Supplies, End of the Year Banquet	14,000	14,000
Forensics/Speech and Debate: Student Registration, Lodging, Meals and Transportation Costs	30,000	30,500

Description	2018-2019 Adopted	2019-2020 Adopted
Model United Nations Program: Student Conference Costs	18,000	18,500
Phi Theta Kappa: Student Conference Costs	14,000	14,500
Psi Beta: Chapter Student Conference Costs	12,000	12,500
TOTAL	98,300	100,800
DEPARTMENT SUPPORT		
ATEP: Computer Technician (NBU) for Computing Lab Open Hours	-	15,000
Career Center: Event Refreshments	-	5,000
DSPS: Event Support - Awareness Day, Horticultural Therapy Workshop, Student/Parent Information Night	1,300	-
ELEVATE/AANAPISI: Multicultural Event Refreshments	2,000	2,500
English Dept: Printing Costs for The Ear Literary Journal	1,000	2,500
EOPS: Event Support - Adopt-a-Family Program, Parents Celebration, Recognition Ceremony	9,165	10,000
Equity: Multicultural Leadership Training	6,000	6,000
Equity: Multicultural Programs and Events	15,500	15,500
Food Resource Center: Food and Supplies	1,500	2,000
Foundation: Scholarship Awards	62,200	62,200
Guidance and Counseling: Event Support - Horticultural Therapy Workshops	500	-
Health and Wellness Center: Suicide Education and Walk of Hope, Sexual Assault Awareness Week	-	5,000
Honors Program: Event Support, Undergraduate Research Conferences	7,000	10,000
Kinesiology, Health and Athletics: ASIVC funds for Intercollegiate Athletics Supplies, Travel Costs	65,000	75,000
International Programs: International Student Week, Peer Mentors, Cultural Programs, Campus Tours	4,000	6,000
LGBTQ+ Advocate: Safe Space Training	500	-
Library Week, Finals Week Relaxation, Banned Books event	700	1,500
Marketing: Design Conductor	-	1,000
Music: College Band Directors National Association National Conference (CBDNANC)	8,650	9,000
Music: Music Association of California Community Colleges State Conference (MACCC)	7,650	10,000
Music: Student Composers' Competition Awards	700	700

Description	2018-2019 Adopted	2019-2020 Adopted
President's Office: Contingency Funds (5% of Bookstore Commissions \$450,000 = \$25k	25,000	25,000
Psychology Department: Research Symposium and online journal	-	2,000
Student Ambassadors Program: Supplies and Event Support	4,000	-
Theater: Musician Contract Services for 2018-2019 Theater Productions	8,500	8,500
Transfer Center: Event Refreshments	2,500	7,000
Veterans Center: Outreach Support and Meet and Greets, Veterans Day	1,005	1,300
TOTAL	234,370	282,700
ASG of IVC		
ASG of IVC Project Specialist - Office Equipment and Supplies (Laptops)	3,370	-
ASG of IVC Program Assistant (Part time Permanent Position) - 2 (20 hours per week limited to 160 days and 960 hours)	34,000	29,500
Budget and Finance Committee: Hearings Refreshments	600	-
Community Outreach Committee: Outreach Supplies and Event Support	2,000	1,500
Conferences: California Community College Student Affairs Student Leadership Conference	10,000	11,338
Facilities and Technology Committee: Facilities Equipment & Supplies SEE STUDENT LIFE	8,500	-
Interclub/Co-Curricular Council: ASIVC Clubs (\$250 per semester support funds)	9,000	21,000
Interclub/Co-Curricular Council: Laser Day/Fest Additional Funds for Clubs \$75.00 * 32	900	2,400
Interclub/Co-Curricular Council: Activities (2 Club Days Fall/Spring semesters)	9,000	9,000
Judicial Court: Constitution Day, Overall supplies and funding	1,000	1,000
Legislative Branch: Fall and Spring Meet and Greets, ASG Awareness Day (Spring)	8,000	8,000
Public Relations Committee: PR Equipment and Supplies	2,000	1,476
Student Advocates	1,000	1,000

Description	2018-2019 Adopted	2019-2020 Adopted
Student Activities Committee: Events (Fear Fest, Cram Week X2)	12,000	12,000
TOTAL	101,370	98,214
STUDENT LIFE		
Annual Activities (Progressive Open House x2, Welcome Back Day x 2, Evening Workshops, New - Summer Programming, ATEP Events)	19,000	22,000
Commencement Ceremony	15,000	15,000
End of the Year Awards Ceremony	5,500	5,500
ASG of IVC NBU (Student Help)	14,395	14,395
Facilities Equipment	9,000	9,000
Homecoming: Dance, Events, Activities and Supplies	5,000	6,000
Homecoming: Scholarships	7,000	6,000
Laser Fest: Summer Outdoor Music Festival to support New student convocation	8,000	13,000
Leadership Development: Fall Retreat	22,500	22,500
Leadership Development Events and Supplies: Pre-Fall, Fall, Winter, Spring and Monthly Trainings (Includes I4C and Exec Training)	20,700	17,500
Office Supplies: Duplicating, Padfolios, Shirts, Supplies	10,000	10,000
Student Activities Center Student Development Office Assistant Salaries and Benefits	102,929	102,929
Operations: Bookstore and Cafeteria Utilities	17,000	17,000
Operations: Equipment, Promotions	25,000	17,000
Scholarship Awards Ceremony - Facilities, Refreshments	15,000	15,000
TOTAL	296,024	292,824
CONTIGENCY FUNDS		
Contingency Funds/Mid Year Requests (<i>10% minimum</i>)	81,000	97,797



Associated Student Government FY 2019-2020 Adopted Budget Presentation

SOCCCD Board of Trustees
August 26, 2019

Presented by:
Jake Rybczyk, ASG President
Javier Osorio, ASG Director of Budget and Finance



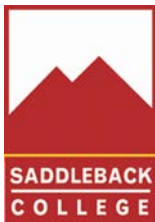
FY 2018-2019 Actuals

Sources and Uses of Funds	FY 2018-2019 Adopted	FY 2018-2019 Revised	FY 2018-2019 Actual
Sources of Funds			
<i>Beginning Balance</i>	177,501	177,501	177,501
Revenue			
Bookstore Contract	201,564	201,564	223,960
Cafateria/Coffee Cart/Vending	29,318	29,318	30,925
Stamp Sales	75,000	75,000	142,641
Other (Movie Tickets, Angels Tickets, Donations)			8,773
Total Sources of Funds	483,383	483,383	583,800
Uses of Funds			
Campus Life	72,960	72,960	59,380
Co-Curricular Programs	50,350	50,350	40,440
ASG Operations	15,500	15,500	14,000
ASG Operations (Personnel, Non-Discretionary)	114,128	114,128	80,242
Student Support	92,967	92,967	68,294
Scholarships	89,095	89,095	83,095
Emergency Reserve	48,383	48,383	-
Total Uses of Funds	483,383	483,383	345,451
Ending Balance	-	-	238,349



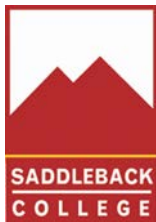
Budget Highlights

- \$238,349 in beginning balance due to unused funds from Fiscal Year 2018-2019
- \$125,000 projected in Stamp Sales; transitioned to an opt-out fee in 2018-2019 that yielded a larger increase in sales
- Contracted revenue is based on bookstore and food service which includes the cafeteria, coffee carts, and vending. ASG receives 40.72% of contracted services revenue.
 - \$223,960 (40.72% of \$550,000 for Bookstore Contract)
 - \$29,318 (40.72% of \$72,000; total is derived from 12 months - Cafeteria @ \$4,000/mo, The Drip Coffee @ \$1,600/mo and vending @ \$400/mo)
- Committed to donate at least 20% of total sources of funds, after the removal of the emergency reserve, to scholarships for Child Development Center, Foundation General Scholarships, Financial Aid Book Scholarships, and the Promise Program
- Exploring a partnership with OCTA to potentially provide bus passes for all students who attend classes on the Saddleback Campus
- Pursuing the construction of a permanent performance space on the quad to increase more campus life and social events



FY 2019-2020 Adopted Budget

Sources and Uses of Funds	FY 2018-2019 Adopted	FY 2019-2020 Tentative	FY 2019-2020 Adopted	Change	Note
Sources of Funds					
<i>Beginning Balance</i>	177,501	150,000	238,349	88,349	A
Revenue					
Bookstore Contract	201,564	223,960	223,960	-	B
Cafeteria/Coffee Cart/Vending	29,318	29,318	29,318	-	C
Stamp Sales	75,000	125,000	125,000	-	D
Total Sources of Funds	483,383	528,278	616,627	88,349	E
Uses of Funds					
Campus Life	72,960	112,170	158,920	46,750	F, I
Co-Curricular Programs	50,350	47,175	47,175	-	F
ASG Operations	15,500	21,000	15,500	(4,500)	F, J
ASG Operations (Personnel, Non-Discretionary)	114,128	114,845	97,045	(17,800)	F, J
Student Support	92,967	74,950	135,157	59,207	F, I
Scholarships	89,095	115,876	113,500	(2,376)	G, J
Emergency Reserve	48,383	42,262	49,330	7,068	H
Total Uses of Funds	483,383	528,278	616,627	88,349	E
A. Beginning balance from unused funds from FY19					
B. Bookstore revenue stable for FY20					
C. Cafeteria/Coffee Cart/Vending will remain stable for FY20					
D. ASB Stamp revenue has increased due to the new Opt-Out					
E. Total Sources of Funds increased due to larger beginning balance					
F. New system to allocate funds was used which impacted the variance in fiscal years for some categories					
G. Scholarships reflect 20% of the total sources of funds after emergency reserve removed					
H. Emergency reserve reflects 8% of the total sources of funds					
I. Areas increased due to addition of potential OCTA Bus Program and Stage Funding					
J. Areas decreased due to reallocation of funds for potential OCTA Bus Program					



FY 2019-2020 Goals

Civic Engagement and Advocacy

- Advocate for students on a campus, district, and statewide level
- Work with campuses across the state through involvement in the Student Senate for California Community Colleges and other organizations to be better informed on issues affecting CCC students

Non Academic Barriers

- In partnership with OCTA, implement a bus pass program for all students who attend classes on the Saddleback campus
- Continue working across campus with students, administration, faculty, and staff in regards to affordable housing initiatives
- Increase our assistance with and education of food insecurity programs on campus and the community



Community Building

- Construct a permanent stage on the quad to allow a venue for more social and educational programs
- Improve ASG's visibility and messaging to the campus community to improve transparency and be a more accessible resource for students



Associated Student Government Budget



USES OF FUNDS		
Division Title		
#. Allocation Title	2018-2019 ADOPTED	2019-2020 ADOPTED
Advanced Technology and Applied Science		
1. Earth Week	2,500	5,000
2. Auto Sustainability and Alternative Fuel Day	2,500	0
Total	5,000	5,000
Business Science		
1. Table and Phone Charging Station	1,800	0
Total	1,800	0
Fine Arts and Media Technology		
1. Concert Hour Recitals/Masterclasses	4,500	4,800
2. Annual Fashion Show	0	4,000
3. Visiting Artist Program/Workshops	0	3,600
4. Speech/Debate Team Lodging, Meals, & Fees	3,200	5,000
5. Modernism Week Design	0	3,900
6. Art Museum Field Trip	0	2,500
7. Guest Artists	3,000	3,600
8. Community Space Making	3,500	4,000
Total	14,200	31,400
Health Sciences and Human Services		
1. HS Information Session	0	500
2. Human Services Graduation Reception	1,000	1,200
3. Red Ribbon Substance Abuse Criminal Justice Career Fair	500	500
4. California Certification Event	1,250	0
5. CNSA State Convention	1,000	0
6. HS Speakers/Addiction treatment Conference	900	1,600
7. Human Services Advisory Meeting	0	1,000
8. CAADE Conference	1,200	1,200
9. National Student Nurses Association National Convention	5,500	10,175
10. Nursing Pinning Ceremony	1,500	1,500
11. Medical Assistant Graduation	1,500	0
Total	14,350	17,675

#. Allocation Title	2018-2019 ADOPTED	2019-2020 ADOPTED
Liberal Arts		
1. Annual Journalism Banquet	800	1,400
2. Día De Los Muertos Event	800	1,200
3. Gender Conference	1,000	1,500
4. Ramadan Event	1,000	1,200
5. International Film Festival	800	1,200
6. Latin Film Festival	800	1,000
7. Day of Silence	800	1,000
8. Chinese New Year	0	800
9. Passover Teach-In/Dinner	0	800
10. Persian New Year	0	1,200
Total	6,000	11,300
Online Education and Learning Resources		
1. LRC Student Support & Crunch Time	1,400	3,000
Total	1,400	3,000
Math, Science and Engineering		
1. Science Lecture Series	19,900	19,900
2. MSE Academic Triathlon	2,000	3,000
3. Earth week Campus Beautification	0	500
4. Greenhouse Matching Fund	10,000	0
Total	31,900	23,400
Kinesiology and Athletics		
1. American College Dance Festival	4,060	10,000
Total	4,060	10,000
Social and Behavioral Sciences		
1. California Geographical Society (CGS) Conference	0	1,500
2. Gerontology Aging Session and Sociology Speaker	1,500	1,700
3. Psychology Speaker and Research Series	1,700	1,800
4. Earth Day Speaker/Panel Session	0	1,500
5. Anthropology Brown Bag Lecture Series	1,900	0
6. Director's Visit/Film Showing of Unslept	2,900	0
7. CDE Conference	2,500	0
8. Political Science Symposium	0	1,500
9. Childhood Development and Education	0	2,500
10. GEOG Poster Session	1,500	0
11. Anthropology Conference	2,000	0
Total	14,000	10,500

#. Allocation Title	2018-2019 ADOPTED	2019-2020 ADOPTED
Student Equity and Special Programs		
1. Transfer Celebration	2,000	5,370
2. DSPS Recognition Banquet	1,000	3,700
3. VETS Resource Fair/Recognition	3,000	1,000
4. EOPS Student Recognition	1,500	2,000
5. EOPS Graduation Caps & Gowns	500	750
6. VETS End Of The Year Award Banquet	0	4,000
7. Deans List	0	1,200
8. DSPS Student/Co-Curricular Support Program	1,700	0
9. Women's Conference	1,500	0
10. EOPS Winter Workshop	900	0
11. DSPS Ability Awareness Week	1,500	0
12. VETS Mentorship Program	1,200	0
13. Adaptive Kinesiology Mentorship Program	1,200	0
Total	16,000	18,020
Campus Life		
1. Office Assistant Personnel	55,000	50,000
2. NBU Staff/Student Workers	39,800	27,000
3. Campus Life Squad Student Employees	6,500	6,500
4. Commencement	3,000	3,000
5. Campus Life Program	10,000	17,000
Total	114,300	103,500
ASG (Stamp Sales Revenue)		
1. ASB Fund Card Purchase Agreement (revenue generating)	11,715	12,400
2. Duplication	2,000	2,000
3. Credit Card Fee	45	45
4. Postage	200	200
5. Move Ticket Consignment (revenue generating)	2,323	2,400
6. Events Committee Budget	9,000	8,000
7. ASG Leadership Training Retreats (Board of Directors)	1,500	4,500
8. End of the Year Banquet (Board of Directors)	500	1,750
9. Conferences & Leadership Training	6,000	14,000
10. Special Topic Grants (Budget Committee)	62,112	22,957
11. Supplies (Budget Committee)	2,500	2,000
12. Veterans Student Council	4,000	3,000
13. Honors Student Council	4,000	4,500
14. Campus Sustainability Council	4,000	2,750
15. International & Diversity Student Council	4,000	3,500
16. Inter-Club Council	6,000	13,500
17. Publicity Committee	3,000	2,500
18. OCTA Bus Pass Program	0	60,000
19. Quad Student Performance Stage	0	60,000
ASG Total	122,895	220,002

#. Allocation Title	2018-2019 ADOPTED	2019-2020 ADOPTED
Student Scholarships/Grants		
1. SC Foundation Scholarships	27,798	55,000
2. Financial Aid Book Scholarships	8,500	8,500
3. Promise Program	27,798	25,000
4. Child Development Center Grants	25,000	25,000
Total	89,095	113,500
TOTAL USES OF FUNDS	\$435,000	\$567,297
RESERVES		
Reserves		
1. Emergency Reserve	48,383	49,330
Total	48,383	49,330
TOTAL RESERVES	\$48,383	\$49,330
TOTAL USES AND RESERVES	\$483,383	\$616,627
SOURCES OF FUNDS		
Contract Revenue	230,882	253,278
Stamp Sales Revenue	75,000	125,000
<i>SUBTOTAL PROJECTED REVENUE</i>	<i>\$305,882</i>	<i>\$378,278</i>
Beginning Balance	177,501	238,349
TOTAL SOURCES OF FUNDS	\$483,383	\$616,627
BALANCE	\$0	\$0

ASG Budget Mission Statement

The Associated Student Government shall fund programs that directly benefit currently enrolled, Saddleback College students through scholarships, student organizations and division-run student programming. ASG shall fund college divisions that directly provide comprehensive programs that extend the student learning experience outside of the classrooms, and promote personal growth and development of Saddleback students. ASG supports student success by providing scholarships, special topic grants (such as mentorship programs), funding club organizations, and other extra-curricular activities.

☐ ASG Bylaws, §8.2.1

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

July 15, 2019 Regular Meeting of the Board of Trustees (Exhibit A) and
July 16, 2019 Special Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
July 15, 2019**

PRESENT

Members of the Board of Trustees:

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

ABSENT

Glenn Roquemore, President Irvine Valley College

Administrative Officers:

Kathleen F. Burke, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Ann-Marie Gabel, Vice Chancellor, Business Services
Cindy Vyskocil, Vice Chancellor, Human Resources
Elliot Stern, President Saddleback College

CALL TO ORDER: 5:00 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 prior to the start of closed session. These forms are available outside the board room. Speakers are limited to two minutes each.

No public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)**
A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)**
A. Faculty Association (FA)

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 Officers Association (POA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)**
A. Anticipated Litigation (Government Code Section 54956.9(d)(2).) (2 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 [Actions Taken in Closed Session](#)

There were no actions taken in closed session.

2.2 [Invocation](#)

Led by Trustee David Lang

2.3 [Pledge of Allegiance](#)

Led by Trustee Marcia Milchiker

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 prior to the

beginning of open session. These forms are available outside the board room. Speakers are limited to up to two minutes each.

There were no public comments.

3.0 REPORTS

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)

Saddleback College Written Report

Irvine Valley College Written Report

D. Associated Student Government Reports

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: District IT Student Design Team Video

Representatives from District IT and Public Affairs will present a video on the Student Design Team.

Item 4.1

Jim Gaston, Director, IT - Academic Systems and members of the Student Design Team presented a professional video that highlights the web programs tailored to students.

4.2 Saddleback College: Plan for the Advanced Technology and Education Park

President Stern will provide a presentation of the new proposal of programs to be offered at Saddleback's future ATEP campus.

Item 4.2

PowerPoint Presentation

Dr. Elliot Stern, Saddleback College President, presented the new proposal of programs to be offered at Saddleback's future Advanced Technology and Education Park (ATEP) campus.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a Regular Meeting held on June 24, 2019.

Approve minutes of a Regular Meeting held on June 24, 2019.

[Item 5.1](#)
[Exhibit A](#)

- 5.2 Saddleback College: Revised Curriculum for the 2019-20 and 2020-21 Academic Years

Approve the proposed curriculum changes for the 2019-20 and 2020-21 academic years at Saddleback College

[Item 5.2](#)
[Exhibits A-B](#)

- 5.3 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.

[Item 5.3](#)
[Exhibit A](#)

- 5.4 SOCCCD: Trustees' Requests for Attending Conferences

Approve trustees' requests for attending conference(s).

[Item 5.4](#)
[Exhibits A-B](#)

- 5.5 SOCCCD: Adopt Resolution No. 19-13: Appropriations Limit for FY 2019-2020 (Gann Limit).

Adopt Resolution No. 19-13 establishing the required State constitutional appropriations limit for FY 2019-2020 for the South Orange County Community College District.

[Item 5.5](#)
[Exhibits A-B](#)

- 5.6 SOCCCD: June 2019 Amendments.

Ratify the amendments as listed.

[Item 5.6](#)
[Exhibits A-C](#)

5.7 SOCCCD: Purchase Orders and Checks.

Ratify the purchase orders and checks as listed.

[Item 5.7](#)
[Exhibits A-C](#)

5.8 SOCCCD: Contracts.

Ratify contracts as listed.

[Item 5.8](#)
[Exhibits A-C](#)

6.0 GENERAL ACTION ITEMS

[6.1 SOCCCD: Saddleback College PE Renovation Project, Architectural Services, Little Diversified Architectural Consulting, Inc.](#)

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

Approve the Architectural Services agreement with Little Diversified Architectural Consulting, Inc. for the Saddleback College PE Renovation project, in the amount of \$242,000.

[Item 6.1](#)
[Exhibits A-B](#)

[6.2 SOCCCD: Irvine Valley College Classroom Technology & Audio Video Refresh, Phase 1 Project, Award of Bid No. 364 \("Performing Arts Center Main Theater Audio Visual Improvements, Irvine Valley College"\), EIDIM Group, Inc. dba EIDIM AV Technology](#)

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

Approve award of Bid No. 364, Performing Arts Center Main Theater Audio Visual Improvements project, and approve the agreement with EIDIM Group, Inc. dba EIDIM AV Technology, in the amount of \$291,247.69.

[Item 6.2](#)
[Exhibits A-B](#)

[6.3 SOCCCD: Memorandum of Understanding for Facilitation of Collective Bargaining Unit Services, California Online Community College](#)

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

Approve a Memorandum of Understanding with the California Online Community College, doing business as Calbright College, for \$25,000 annually plus reimbursement of salaries, benefits, and costs directly involved in providing collective bargaining agreement negotiation services for the California Online Community College for the term ending on June 30, 2024.

[Item 6.3](#)
[Exhibit A](#)

[6.4](#) [SOCCCD: Adopt Resolution No. 19-14, Declaration of Intention to Enter into an Agreement with Irvine Ranch Water District for Grant of Easements at the Advanced Technology and Education Park \(ATEP\) and to Conduct a Public Hearing](#)

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

Adopt Resolution No. 19-14 declaring SOCCCD's intention to enter into a Grant of Easement to Irvine Ranch Water District at ATEP and to conduct a public hearing on August 26, 2019.

[Item 6.4](#)
[Exhibit A](#)

[6.5](#) [SOCCCD: Grant Award, California Virtual College - Online Education Initiative, Improving Online CTE Pathways Grant](#)

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

Approve the award from the California Community Colleges Chancellor's Office of \$500,000 for the California Virtual College Online Education Initiative, Improving Online CTE Pathways Grant from July 1, 2019 to June 30, 2020 and authorize the Vice Chancellor of Business Services to execute the agreement.

[Item 6.5](#)
[Exhibits A-B](#)

[6.6](#) [SOCCCD: Board Policy Revision: BP-3100 Budget Preparation, BP-3205 Insurance, BP-3340 Employee Phone Allowance, BP-3515 Reporting of Crimes and/or Safety Concerns and Notification Protocols, BP-4009 Certification of Freedom from Tuberculosis, BP-4012 Academic Administrators and Classified Managers Personnel Files, BP-](#)

[4013 Confidentiality and Conflicts of Interest in Hiring, BP-4017 Child Abuse Reporting, BP-4020 Designated Administrators and Classified Management Personnel, BP-4050 Workplace Violence, BP-4073 Faculty Reassigned Time and Stipends, BP-4077.1 Change of Assignment Classified Managers, BP-4079 Bereavement Leave for Management Personnel, BP-4082 Medical Benefits for Management Personnel While on Leave, BP-4101 Salary Schedules and Annual Step Increments for Management Personnel, BP-4102 Salary Schedule Placement for Management Personnel and Classified Bargaining Unit Employees, BP-4203 Sick Leave for Management Personnel, BP-4209 Classified Management Personnel Reduction in Force Notification, BP-5410 Student Equity, BP-5604 Admissions, BP-5605 Residence Determination, BP-5615 Student Records Compliance with Family Educational Rights and Privacy Act \(FERPA\), BP-5627 Student Participation in Governance](#)

A minor revision was made to BP 3100.

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

Approve the board policies as listed.

[Item 6.6](#)
[Exhibits A-W](#)

[6.7 SOCCCD: Academic Employee and Classified Administrator Personnel Actions - Regular Items](#)

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund.

[Item 6.7](#)
[Exhibits A-B](#)

[6.8 SOCCCD: Faculty Conversion to Canvas One - Time Stipends](#)

On a motion made by Trustee Jay and seconded by Trustee Milchiker, this item was approved on a 6 - 1 vote with Trustee Lang casting a negative note.

Ratify Additional Compensation: Canvas Conversion-General Fund.

[Item 6.8](#)
[Exhibit A](#)

[6.9 SOCCCD: Classified Personnel Actions - Regular Items](#)

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

Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Position(s), Reorganization/Reclassification, Change of Status, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours Per Fiscal Year), Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

[Item 6.9](#)
[Exhibit A](#)

[6.10](#) [SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items](#)

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

Ratify New Non-Bargaining Unit Employee Personnel Appointments, Volunteers.

[Item 6.10](#)
[Exhibit A](#)

[6.11](#) [SOCCCD: Adjustment to the California School Employees Association \(CSEA\) Salary Schedule](#)

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

Approve the increase to the CSEA salary schedule for 2019-2020 and 2020-2021.

[Item 6.11](#)
[Exhibits A-B](#)

[6.12](#) [SOCCCD: Adopt Resolution 19-15: Classified Employee/Position Layoff](#)

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

Adopt Resolution No. 19-15 to approve the reduction and/or discontinuance of classified service.

[Item 6.12](#)
[Exhibit A](#)

7.0 **REPORTS**

7.1 [SOCCCD: Staff Response to Public Comments from Previous Board Meeting](#)

None

Item 7.1

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.

Item 7.2
Exhibit A

7.3 [SOCCCD: Facilities Plan Status Report.](#)

Report on the status of major capital projects.

Item 7.3
Exhibit A

7.4 [Retiree \(OPEB\) Trust Fund.](#)

Report for period ending May 31, 2019.

Item 7.4
Exhibit A

7.5 [SOCCCD: District Initial Proposal to Faculty Association \(FA\)](#)

The District's initial proposal to the Faculty Association is presented for review.

Item 7.5
Exhibit A

8.0 **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

Item 8.0

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 7:47 p.m.



Kathleen F. Burke
Secretary, Board of Trustees

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ATEP, IDEA BLDG., CONFERENCE ROOM – 213
1624 Valencia Avenue, Tustin, CA**

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
July 16, 2019**

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

Kathleen F. Burke, Chancellor
*Robert Bramucci, Vice Chancellor, Technology and Learning Services
Ann-Marie Gabel, Vice Chancellor, Business Services
*Cindy Vyskocil, Vice Chancellor, Human Resources
Elliot Stern, President Saddleback College
Davit Khachatryan, Vice President, College Administrative Services, IVC

*Present for the duration of the Open Session only.

District Staff and Consultants:

Victor Negrete, Executive Director of Public Private Partnership Development
Medhanie Ephrem, Director of ATEP Development
Andrew Bernstein, Jackson Tidus
David Knowlton, NAI Capital
Greg Gotthardt, FTI Consulting
Nader Shah, Hudson Pacific Properties

CALL TO ORDER: 5:00 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 set forth on the agenda. ***Speakers are limited to up to two minutes each.*** Page 2 of 3

There were no public comments.

2.0 DISCUSSION ITEM

2.1 Advanced Technology and Education Park (ATEP) Status Report

Chancellor Burke welcomed the SOCCCD Board of Trustees, district staff and members of the public to the study session and explained the purpose and format of the meeting. Dr. Burke asked the participants to introduce themselves.

Victor Negrete began the presentation by briefly outlining the context and timeline of ATEP and illustrated the permitted and prohibited land uses.

Medhanie Ephrem provided a status update pertaining to the 30.7 acres of land that is under Lease in Furtherance of Conveyance (LIFOC). Mr. Ephrem gave an update on the completed construction work on the rest of the ATEP Site (Fee Land). He described the ATEP Design Guidelines and provided a status update of the ATEP monument and wayfinding signage project.

Greg Gotthardt provided a prospective tenant update of a proposed medical office building and described the next steps in the process.

Current marketing efforts were presented by David Knowlton, Executive Vice President of NAI Capital. The presentation focused on Orange County's market overview, competitive properties, target prospects, team outreach, market response, and the advantages and disadvantages of a ground lease without an option to purchase.

The open session meeting adjourned at 6:06 p.m.

ADJOURNMENT TO CLOSED SESSION

The Board convened closed session at 6:17 p.m.

3.0 Conference with Real Property Negotiators (GC Section 54956.8)

3.1 Exchange of Property


Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), and Andrew Bernstein, Jackson Tidus (District Real Estate Legal Counsel)

Lease of Property by District: Approximately 10 acres of real property located at 1602 Valencia Ave. Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Spring Education Group and Advantech Corporation

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

The Board adjourned closed session at 6:48 p.m.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, 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.

STATUS

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 Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-2020 academic year at IVC.

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Digital Media Art Associate in Science

The curriculum includes courses in digital media arts, typography, publication design, web design, and graphic design history, as well as a cooperative work experience course which allows students to intern in the field. Studio courses teach students to expand both their basic design and digital design skills and develop a portfolio in preparation for working in the field or transferring to a four-year college or university. All courses in the curriculum are intended to develop the student's understanding and appreciation of the artist's technical and aesthetic concerns; an awareness of the forces that continually reshape popular design; and familiarity with the job opportunities and work environments available to graphic designers.

Program Student Learning Outcomes

Upon successful completion of the Digital Media Art AS, students should be able to:

- Analyze and integrate historical and contemporary art theory and design principles with digital media art fundamentals.
- Demonstrate an understanding of the digital media art workflow including research, concept development, project production, and presentation considerations.
- Demonstrate a proficiency of industry-standard software to produce digital media art projects for a variety of creative content.
- Apply critical thinking and problem solving skills to analyze and evaluate art and design projects.
- Develop a portfolio of original creative work.

Course ID	Title	Units
-----------	-------	-------

Complete the following courses

DMA 51	Beginning Digital Photography	3
DMA 55	Graphic Design I	3
DMA 65	Typography	3
DMA 140	Digital 2D Design and Color Theory	3
DMA 160	Graphic Design II	3
DMA 175	Corporate Identity- Trademarks and Logos	3

Complete a total of ~~6~~ units from the following courses:

DMA 52	Intermediate Digital Photography	3
DMA 70	Digital Video Production	3
DMA 120	Motion Graphics	3
DMA 130	3D Animation	3
DMA 50	History of Graphic Design	3
DMA 170	Print Media Design and Production	3
DMA 180	Visual Design for the Web	3
DMA 195	Illustration	3

Recommended electives:

ART 91	Portfolio Development	3
-------------------	----------------------------------	--------------

Total	24
-------	----

Revised
Digital Media Art Associate in Science

The Digital Media Art program prepares students with a strong foundation in digital creative content for art and design. The program begins with design fundamentals where students develop critical thinking and problem-solving skills in a project-based curriculum. The courses in the program provide a hands-on experience for students to develop an understanding of the creative process. Students are encouraged to take a diverse range of Digital Media Art courses including digital photography, graphic design, motion design, and video production classes. All Digital Media Art courses require students to develop a professional portfolio for entry level positions in the creative industry.

Program Student Learning Outcomes

Upon successful completion of the Digital Media Art AS, students should be able to:

- Analyze and integrate historical and contemporary art theory and design principles with digital media art fundamentals.
- Demonstrate an understanding of the digital media art workflow including research, concept development, project production, and presentation considerations.
- Demonstrate a proficiency of industry-standard software to produce digital media art projects for a variety of creative content.
- Apply critical thinking and problem solving skills to analyze and evaluate art and design projects.
- Develop a portfolio of original creative work.

Course ID	Title	Units
-----------	-------	-------

Complete **all of** the following courses

DMA 10	Introduction to Digital Media	3
DMA 51	Beginning Digital Photography	3
DMA 55	Graphic Design I	3
DMA 91	Portfolio Development	3

Complete a total of **9** units from the following Courses:

DMA 52	Intermediate Digital Photography	3
DMA 56	Graphic Design II	3
DMA 62	Motion Graphics	3
DMA 65	Typography	3
DMA 70	Digital Video Production	3
DMA 75	Experimental Video	3
DMA 85	Visual Storytelling	3
DMA 175	Corporate Identity- Trademarks and Logos	3
DMA 195	Illustration	3

Total	21
-------	----

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Digital Media Art Certificate of Achievement

The curriculum includes courses in digital media arts, typography, publication design, web design, and graphic design history, as well as a cooperative work experience course which allows students to intern in the field. Studio courses teach students to expand both their basic design and digital design skills and develop a portfolio in preparation for working in the field or transferring to a four-year college or university. All courses in the curriculum are intended to develop the student's understanding and appreciation of the artist's technical and aesthetic concerns; an awareness of the forces that continually reshape popular design; and familiarity with the job opportunities and work environments available to graphic designers.

Program Student Learning Outcomes

Upon successful completion of the Digital Media Art COA, students should be able to:

- Analyze and integrate historical and contemporary art theory and design principles with digital media art fundamentals.
- Demonstrate an understanding of the digital media art workflow including research, concept development, project production, and presentation considerations.
- Demonstrate a proficiency of industry-standard software to produce digital media art projects for a variety of creative content.
- Apply critical thinking and problem solving skills to analyze and evaluate art and design projects.
- Develop a portfolio of original creative work.

Course ID	Title	Units
<i>Complete the following courses</i>		
DMA 51	Beginning Digital Photography	3
DMA 55	Graphic Design I	3
DMA 65	Typography	3
DMA 140	Digital 2D Design and Color Theory	3
DMA 160	Graphic Design II	3
DMA 175	Corporate Identity- Trademarks and Logos	3
<i>Complete a total of 9 units from the following courses:</i>		
DMA 52	Intermediate Digital Photography	3
DMA 70	Digital Video Production	3
DMA 120	Motion Graphics	3
DMA 130	3D Animation	3
DMA 50	History of Graphic Design	3
DMA 170	Print Media Design and Production	3
DMA 180	Visual Design for the Web	3
DMA 195	Illustration	3

Total 24

Revised
Digital Media Art Certificate in Achievement

The Digital Media Art program prepares students with a strong foundation in digital creative content for art and design. The program begins with design fundamentals where students develop critical thinking and problem-solving skills in a project-based curriculum. The courses in the program provide a hands-on experience for students to develop an understanding of the creative process. Students are encouraged to take a diverse range of Digital Media Art courses including digital photography, graphic design, motion design, and video production classes. All Digital Media Art courses require students to develop a professional portfolio for entry level positions in the creative industry.

Program Student Learning Outcomes

Upon successful completion of the Digital Media Art COA, students should be able to:

- Analyze and integrate historical and contemporary art theory and design principles with digital media art fundamentals.
- Demonstrate an understanding of the digital media art workflow including research, concept development, project production, and presentation considerations.
- Demonstrate a proficiency of industry-standard software to produce digital media art projects for a variety of creative content.
- Apply critical thinking and problem solving skills to analyze and evaluate art and design projects.
- Develop a portfolio of original creative work.

Course ID	Title	Units
<i>Complete all of the following courses</i>		
DMA 10	Introduction to Digital Media	3
DMA 51	Beginning Digital Photography	3
DMA 55	Graphic Design I	3
DMA 91	Portfolio Development	3
<i>Complete a total of 9 units from the following Courses:</i>		
DMA 52	Intermediate Digital Photography	3
DMA 56	Graphic Design II	3
DMA 62	Motion Graphics	3
DMA 65	Typography	3
DMA 70	Digital Video Production	3
DMA 75	Experimental Video	3
DMA 85	Visual Storytelling	3
DMA 175	Corporate Identity- Trademarks and Logos	3
DMA 195	Illustration	3

Total 21

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
English- Literature Associate in Arts

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for transfer students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

Program Student Learning Outcomes

Upon completion of the English- Literature AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 42	Myths of the Ancient World	3
LIT 43	Introduction to Shakespeare	3

Recommended Electives:

HIST 10	Western Civilization" Beginnings to the Reformation	3
PHIL 1	Introduction to Philosophy	3
PHIL 10	Ancient Philosophy	3
PHIL 11	Modern Philosophy	3
RD 74	Critical Reading	3
WR 10	Introduction to Creative Writing	3
WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3

Any humanities or literature course, or courses in history and criticism of the arts, or foreign language courses.

Total	22
-------	----

Course ID	Title	Units
-----------	-------	-------

Complete the following courses:

WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	

Complete 6 units from the following courses:

LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3
LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

Complete 3 units from the following courses:

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Revised
English- Literature Associate in Arts

LIT 32	Introduction to Poetry	3
LIT 33	Introduction to Drama	3

Complete 3 units from the following courses:

LIT 7	Survey of Children's Literature	3
LIT 24	Contemporary Literature	3
LIT 45	Women in Literature	3
LIT 48	Film and Literature	3
LIT 49	Popular Literature	3
WR 10	Introduction to Creative Writing	3
WR 11	Writing Short Fiction	3
WR 13	Writing Poetry	3
WR 15	Introduction to Screenwriting for Film/TV	3

Students majoring in English at the lower division level concentrate on learning how to interpret literature critically and imaginatively, and how to write prose that is clear, exact, and expressive. Thus the major is appropriate for students who desire or require the ability to be closely attentive to language and to its ramifications. Students anticipating careers in law, education, communications, governmental affairs, and business may find the English major especially helpful. The wide versatility of the English major makes it generally appropriate for students whose career inclinations may be uncertain or indefinite, since the abilities one masters as an English major may be applied to a wide range of contexts and circumstances. The major is also designed for students intending upper division study in literature, criticism, or related fields.

English majors at Irvine Valley College may elect an emphasis either in literature or in writing. In both cases, students should complete both Writing 1 and Writing 2 in fulfillment of language and rationality requirements within the general education package. The faculty recommends that English majors do not select a literature course to meet the humanities requirement for general education, but explore related subjects in the humanities that may be of interest to them.

Total	22
-------	----

Program Student Learning Outcomes

Upon completion of the English- Literature AA, students will be able to:

- Interpret literature critically and imaginatively, and respond in writing that is clear, exact, and expressive.
- Demonstrate through both speaking and writing how literature might embody and generate meaning, reflect and create culture, and engage the human imagination.
- Analyze the major types of literary expression as well as recurrent conventions, concerns, and values central to literature and to the understanding of literary texts and contexts.
- Possess knowledge of literary materials reflecting diversity in genre, historical period, and cultural expression.
- Possess knowledge of foundational classical and modern texts; major literary periods and traditions; major genres and literary forms; and non-canonical texts, including those of marginalized peoples and emergent cultures whose literature has traditionally been ignored.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Complete the following courses:</i>		
WR 2	College Writing 2- Critical Thinking, Writing	4
	Or	
WR 2H	College Writing 2- Critical Thinking, Writing	4
	Honors	
LIT 1	Introduction to Literature	3
LIT 46	Intercultural Literature	3

Complete 6 units from the following courses:

LIT 20	Survey of British Literature to 1776	3
LIT 21	British Literature from Blake to Present	3
LIT 22	American Literature to Twain	3
LIT 23	American Literature: Twain to the Present	3
LIT 40	Introduction to the Hebrew Bible (Old Testament)	3
LIT 41	Introduction to the New Testament	3
LIT 43	Introduction to Shakespeare	3

Complete 3 units from the following courses:

LIT 30	Introduction to the Novel	3
LIT 31	Introduction to Short Fiction	3

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Local Area Networks: Cisco Associate in Science

CIM 172

Digital Forensics Fundamentals

3

The Cisco CCNA (Cisco Certified Network Associate) is one of the most demanded certifications in networking. Cisco has designed a four-course program which leads to this certification. Students may cover the entire track at IVC over four semesters; or they may take the college's accelerated program, completing two semesters' worth of material in one semester, in order to acquire the CCNA in one academic year. The program is designed to meet the needs of students who want 1) to obtain entry-level employment, 2) to advance in their current positions, or 3) to change careers. This program enables students to demonstrate specialization in areas such as computer technical support and networking. After completing the program, the actual CCNA Certification Exam is given by a third party. Potential careers include entry-level positions in such capacities as computer network analysts, computer network administrators, or computer network technicians.

Total	24
-------	----

Program Student Learning Outcomes

Upon completion of the Local Area Networks: Cisco AS, students will be able to:

- Demonstrate an understanding of the procedural process in each component of the Transmission Control Protocol/Internet Protocol (TCP/IP) hybrid five layer and the Open Systems Interconnect (OSI) seven layer models.
- Formulate and employ network block addressing, port forwarding and filtering in TCP/IP.
- Develop proper documentation techniques for Local Area Networks (LAN).
- Create and manage user accounts in a multitude of network operating systems.
- Setup and manage proper rights and security to objects in the network operating system.
- Setup and manage shared objects and other resources in a LAN environment.
- Construct the proper media for computer connectivity within a network environment.
- Manage network activity and utilization and make appropriate recommendations.
- Demonstrate the capability of installing hardware components and appropriate drivers into a personal computer.
- Propose and apply techniques in providing a secure operating system on the desktop.
- Design and construct wired/wireless solutions for (Small Office, Home Office) SOHO environments.

Course ID	Title	Units
<i>Complete the following courses:</i>		
CIM 106	A+ Hardware Concepts	3
CIM 108	A+ Operating Systems Preparation	3
CIM 160	Computer Network Fundamentals (Network+)	3
CIM 263.2	CCNA: Internetworking Technologies II	3
CIM 161	Systems and Network Administration (Linux+)	3
CIM 263.1	CCNA: Internetworking Technologies I	3
CIM 263.3	CCNA: Internetworking Technologies III	3
CIM 263.4	CCNA: Internetworking Technologies IV	3

Recommended Electives

CIM 170	Introduction to Information Systems Security (Security+)	3
---------	--	---

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Revised
Local Area Networks: Cisco Associate in Science

CIM 172

Digital Forensics Fundamentals

3

The Cisco CCNA (Cisco Certified Network Associate) is one of the most demanded certifications in networking. Cisco has designed a four-course program which leads to this certification. Students may cover the entire track at IVC over four semesters; or they may take the college's accelerated program, completing two semesters' worth of material in one semester, in order to acquire the CCNA in one academic year. The program is designed to meet the needs of students who want 1) to obtain entry-level employment, 2) to advance in their current positions, or 3) to change careers. This program enables students to demonstrate specialization in areas such as computer technical support and networking. After completing the program, the actual CCNA Certification Exam is given by a third party. Potential careers include entry-level positions in such capacities as computer network analysts, computer network administrators, or computer network technicians.

Total	22
-------	----

Program Student Learning Outcomes

Upon completion of the Local Area Networks: Cisco AS, students will be able to:

- Demonstrate an understanding of the procedural process in each component of the Transmission Control Protocol/Internet Protocol (TCP/IP) hybrid five layer and the Open Systems Interconnect (OSI) seven layer models.
- Formulate and employ network block addressing, port forwarding and filtering in TCP/IP.
- Develop proper documentation techniques for Local Area Networks (LAN).
- Create and manage user accounts in a multitude of network operating systems.
- Setup and manage proper rights and security to objects in the network operating system.
- Setup and manage shared objects and other resources in a LAN environment.
- Construct the proper media for computer connectivity within a network environment.
- Manage network activity and utilization and make appropriate recommendations.
- Demonstrate the capability of installing hardware components and appropriate drivers into a personal computer.
- Propose and apply techniques in providing a secure operating system on the desktop.
- Design and construct wired/wireless solutions for (Small Office, Home Office) SOHO environments.

Course ID	Title	Units
<i>Complete the following courses:</i>		
CIM 110	Information and Communication Technology Essentials	4
CIM 160	Computer Network Fundamentals (Network+)	3
CIM 161	Systems and Network Administration (Linux+)	3
CIM 181	CCNA 1- Introduction to Networks	3
CIM 182	CCNA 2- Routing and Switching Essentials	3
CIM 283	CCNA 3- Scaling Networks	3
CIM 284	CCNA 4- Connecting Networks	3

Recommended Electives

CIM 170	Introduction to Information Systems Security (Security+)	3
---------	--	---

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

New
Public Health Science Associate in Science for Transfer

This curriculum is designed to provide an opportunity for the Public Health major to achieve an Associate in Arts in Public Health for Transfer (AS-T in Public Health Science) which completes the first- and second-year requirements for transfer to a four-year public California institution. While at least a baccalaureate degree is recommended preparation for those considering professional careers, completion of this curriculum will demonstrate commitment to the field and provide comprehensive preparation for further academic study through upper-division course work. This curriculum specifically prepares the prospective transfer student for upper-division coursework in Public Health or a similar major at a California State University (CSU) campus. Students should consult a counselor, the Transfer Center and the catalog of the transfer college or university to plan a specific program of study to meet the college or university's requirements. Note: Courses that fulfill major requirements for an Associate Degree for Transfer at Irvine Valley College might not be the same as those required for completing the major at all transfer institutions offering a Baccalaureate Degree. The Student Transfer Achievement Reform Act (Senate Bill 1440, now codified in California Education Code sections 66746-66749) guarantees admission to a California State University (CSU) campus for any community college student who completes an "associate degree for transfer", a newly established variation of the associate degrees traditionally offered at a California community college. The AS-T is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. Students transferring to a CSU campus that does accept the AS-T will be required to complete no more than 60 units after transfer to earn a bachelor's degree (unless the major is designated "high-unit" major). Possible career paths for students in Public Health include careers in a variety of health-related professions with employment opportunities in private, state, federal, corporate, and non-profit sector. The completion of this curriculum will demonstrate commitment to the field and provide comprehensive preparation for upper-division work.

Upon completion of the Public Health AS-T, students will be able to:

- Describe the core functions of public health.
- Identify various career opportunities within the field of public health.
- Apply critical analysis skills to contemporary health issues.
- Assess the fundamental characteristics and organizational structures of the U.S. health system and note significant differences in systems in other countries.
- Discuss the role of community engagement in promoting public health and social justice.
- Describe risk factors and modes of transmission for infectious and chronic diseases and how these diseases affect both personal and public health.
- Appreciate the multiple determinants of health, including sociological, economic, genetic, behavioral, environmental, and other factors that impact human health and health disparities.
- Apply the basic concepts, methods, and tools of public health data collection, use, and analysis and explain why evidence-based approaches are an essential part of public health practice.
- Endorse lifestyle behaviors that promote individual and public health and well-being
- Value multicultural perspectives and sensitivities on health.

MATH 10	Introduction to Statistics	3
OR		
ECON 10	Statistics for Business and Economics	3
OR		
ECON 10H	Statistics for Business and Economics Honors	3
OR		
PSYC 10	Statistical Methods in the Behavioral Sciences	3
OR		
PSYC 10H	Statistical Methods in the Behavioral Sciences Honors	3
BIO 1	The Life Sciences	3
OR		
BIO 1H	The Life Sciences Honors	3
AND		
BIO 1L	The Life Sciences Laboratory	1
CHEM 1A	General Chemistry I	5
PSYC 1	Introduction to Psychology	3
OR		
PSYC 1H	Introduction to Psychology Honors	3
BIO 11	Human Anatomy	4
AND		
BIO 12	Human Physiology	4
<i>Select One:</i>		
ECON 2	Principles of Economics-Macro	3
OR		
ECON 2H	Principles of Economics-Macro Honors	3
OR		
ECON 1	Principles of Economics-Micro	3
OR		
ECON 1H	Principles of Economics-Micro Honors	3
OR		
HLTH 6	Health and Social Justice	3
OR		
PSYC 5	Psychological Aspects of Human Sexuality	3
OR		
PSYC 5H	Psychological Aspects of Human Sexuality Honors	3
OR		
NUT 1	Principles of Nutrition	3
OR		
SOC 1	Introduction to Sociology	3
OR		
SOC 1H	Introduction to Sociology Honors	3
OR		
BIO 15	General Microbiology	5
OR		
CHEM 3	Fundamental Chemistry	4
OR		
CHEM 4	Introduction to General & Organic Chemistry & Biochemistry	5

Course ID	Title	Units
<i>Required Core:</i>		
HLTH 1	Health Education	3
HLTH 5	Introduction to Public Health	3

Total **32-34**

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

New
Social Justice Studies 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 Social Justice Studies AA-T, students will be able to:

- Understand and apply key social justice concepts: cultural diversity, equity, justice, democracy, inclusion, and access.
- Communicate effectively via writing/and or oral presentations about various socio-cultural systems and historical processes that contribute to oppression (i.e.: social inequality, racism, sexism, classism, heterosexism, ageism, etc.)
- Understand and articulate the importance of change towards a just, equitable, and inclusive society
- Articulate the role of social research methods within social justice studies (an ability to compare and contrast methods of social research).
- Articulate the role of theory in social justice (an ability to compare and contrast theoretical orientations and apply social justice theories to areas of social reality).
- Understand how the science of social justice produces knowledge about the various systems of oppression in society, and how that impacts social interaction, and human behavior (an ability to describe and to apply the social justice framework to understanding systems of oppression in society, and how that impacts social interaction, and human behavior).

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Required Core: (9 units)</i>		
SOC 19	The Sociology of Sex and Gender	3
SOC 20	Race and Ethnic Group Relations	3
SOC 1	Introduction to Sociology	3
OR		
SOC 1H		
OR	Introduction to Sociology Honors	3
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)

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 States	3
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		
FR 1H	Beginning French I Honors	5
FR 2	Beginning French II	5
HUM 20	Religion and the Quest for Meaning	3
HUM 21	Introduction to Asian Religions	3
HUM 22	Introduction to Judaism, Christianity, and Islam	3
HUM 27	World Religions	3
JA 1	Beginning Japanese I	5
OR		
JA 1H	Beginning Japanese I Honors	5
JA 2	Beginning Japanese II	5
OR		
JA 2H	Beginning Japanese II Honors	5
SIGN 21	Beginning American Sign Language I	4
SIGN 22	Beginning American Sign Language II	4
SPAN 1	Beginning Spanish I	5
OR		
SPAN 1H	Beginning Spanish I Honors	5
SPAN 2	Beginning Spanish II	5
OR		
SPAN 2H	Beginning Spanish II Honors	5

Area 3: Social Science (3 units)

ANTH 2	Cultural Anthropology	3
OR		
ANTH 2H	Cultural Anthropology Honors	3
PSYC 30	Social Psychology	3
OR		
SOC 30	Social Psychology	3
SOC 3	Global Sociology: Change in the Modern World System	3
SOC 10	Introduction to Marriage and Family	3

Area 4: Quantitative Reasoning and Research Methods (3-4 units)

ECON 10	Statistics for Business and Economics	3
OR		
ECON 10H	Statistics for Business and Economics Honors	3
MGT 10	Statistics for Business and Economics	3
OR		
MGT 10H	Statistics for Business and Economics Honors	3
MATH 10	Introduction to Statistics	3
PSYC 2	Research Methods in Psychology	3
PSYC 10	Statistical Methods in the Behavioral Sciences	3

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

See next page

OR		
PSYC 10H	Statistical Methods in the Behavioral Sciences Honors	3

Area 5: Major Preparation (3 Units)

ETHN 10	Introduction to Ethnic Studies	3
GS 10	Introduction to Women, Gender, and Sexuality Studies	3
GS 20	Gender and Contemporary Society	3

Total		18-23
--------------	--	--------------

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Supervision Associate in Science

Local civil service regulations govern the appointment of police officers in practically all large and many small cities. Eligibility for appointment depends upon performance in competitive examinations as well as education and experience. Students at Irvine Valley College may earn the Associate in Science degree or Certificate of Achievement in either law enforcement or supervision.

Program Student Learning Outcomes

Upon successful completion of the Supervision AS, students should be able to:

- Identify the skills and abilities required to be an effective law enforcement supervisor.
- Describe the importance of ethical decision-making while in a supervisory and/or leadership role.

Course ID	Title	Units
<i>Complete the following courses</i>		
AJ 4	Criminal Law I	3
AJ 106	Police Field Operations	3
AJ 111	Law Enforcement Administration	3
AJ 112	Police Supervision	3
AJ 150	Report Writing for Administration of Justice	3
PSYC 1	Introduction to Psychology	3
<i>Complete 9 units from the following courses:</i>		
AJ 5	The Community and the Justice System	3
AJ 8	Juvenile Law and Procedures	3
AJ 6	Criminal Procedures	3
AJ 3	Introduction to Evidence	3
AJ 105	Introduction to Investigation	3
AJ 7	Criminal Law II	3
AJ 61	Organized Crime and Criminal Enterprise in America	3
AJ 168	Cooperative Work Experience: Administration of Justice	1
AJ 168	Cooperative Work Experience: Administration of Justice	2
AJ 168	Cooperative Work Experience: Administration of Justice	3
AJ 168	Cooperative Work Experience: Administration of Justice	4
Total		27

Revised
Administration of Justice: Supervision Associate in Science

Local civil service regulations govern the appointment of police officers in practically all large and many small cities. Eligibility for appointment depends upon performance in competitive examinations as well as education and experience. Students at Irvine Valley College may earn the Associate in Science degree or Certificate of Achievement in either law enforcement or supervision.

Program Student Learning Outcomes

Upon successful completion of the **Administration of Justice: Supervision AS**, students should be able to:

- Identify the skills and abilities required to be an effective law enforcement supervisor.
- Describe the importance of ethical decision-making while in a supervisory and/or leadership role.

Course ID	Title	Units
<i>Complete the following core courses:</i>		
AJ 4	Criminal Law I	3
AJ 5	The Community and the Justice System	3
AJ 3	Introduction to Evidence	3
AJ 105	Introduction to Investigation	3
PSYC 1	Introduction to Psychology	3
OR		
PSYC 1H	Introduction to Psychology Honors	3
<i>Complete a minimum of 12 units from the following courses:</i>		
AJ 6	Criminal Procedures	3
AJ 7	Criminal Law II	3
AJ 8	Juvenile Law and Procedures	3
AJ 61	Organized Crime and Criminal Enterprise in America	3
AJ 111	Law Enforcement Administration	3
AJ 112	Police Supervision	3
AJ 150	Report Writing for Administration of Justice	3
AJ 168	Cooperative Work Experience: Administration of Justice	1
AJ 168	Cooperative Work Experience: Administration of Justice	2
AJ 168	Cooperative Work Experience: Administration of Justice	3
AJ 168	Cooperative Work Experience: Administration of Justice	4

Recommended Electives:

AJ 2	Introduction to Administration of Justice	3
ANTH 2	Cultural Anthropology	3
OR		
ANTH 2H	Cultural Anthropology Honors	3
SOC 1	Introduction to Sociology	3
OR		
SOC 1H	Introduction to Sociology Honors	3

Total

27-29

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Parking Lot 10 Resurfacing Project, Notice of Completion, Arrow Parking Lot Service, Inc.

ACTION: Approval

BACKGROUND

On May 20, 2019, the Board of Trustees approved an agreement with Arrow Parking Lot Service, Inc., for the IVC Parking Lot 10 Resurfacing project in the amount of \$77,900.

STATUS

Contract work is complete. Staff recommends the Notice of Completion (EXHIBIT A) be filed for the IVC Parking Lot 10 Resurfacing project.

Basic Aid funds were used for the project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Irvine Valley College Parking Lot 10 Resurfacing project to Arrow Parking Lot Service, Inc., for a final contract amount of \$77,900. It is also recommended that the Board of Trustees 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 27383

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: Bid 360 IVC Parking Lot 10 Resurfacing project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 20th day of May 2019, which contract was made with ARROW PARKING LOT SERVICE, INC., as Contractor; that said improvements were completed on the 30th day of June 2019, and accepted by formal action of the governing board of said District on the 26th day of August 2019, 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 SURETEC INSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Ann-Marie Gabel
Vice Chancellor, Business Services

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 _____
Ann-Marie Gabel
(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: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revised Curriculum for the 2020-21 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.

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2020-21 academic years. Exhibit A includes revised courses for academic year 2020-21. Exhibit B includes revised programs for academic year 2020-21. The 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 Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2020-21 academic years at Saddleback College as listed in Exhibits A and B.

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 1 of 6

Division	Course Id	Catalog Id		Action Taken
				assign=assignments
				cat desc= catalog description
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				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
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prreq=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
ATAS	CWE 180	429983.00	CO-OP-ED ECOL REST	lrng obj, txt
ATAS	CWE 180	429984.00	CO-OP-ED ECOL REST	lrng obj, moe, txt
ATAS	CWE 180	429930.00	CO-OP-ED ENV MONITOR	txt
ATAS	CWE 180	429931.00	CO-OP-ED ENV MONITOR	txt
ATAS	ENV 25	144210.10	ENV HAZARDS TO HEALTH	cat desc, sch desc, tps, txt
ATAS	ENV 37	992370.00	ENVIRONMENTAL ETHICS	moe, assign, txt
ATAS	ENV 123	432592.00	WATER AND SOIL CONSER	cat desc, sch desc, tps, SLOs, txt
ATAS	ENV 140	326241.00	WATER QUALITY MONITOR	tps, SLOs, moe, txt
ATAS	ENV 141	326242.00	WATER MANAGEMENT	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 2 of 6

ATAS	FASH 204	450037.00	AIMS CERTIFICATION	txt
ATAS	HORT 239	120008.00	FENG SHUI WELL BEING	cat desc, sch desc, moe, assign
ATAS	ID 110	446010.00	INTERIOR DESIGN	cat desc, sch desc, tps, lrng obj, moe, assign, txt
ATAS	ID 113	429807.00	INT DES CAREERS	dc
ATAS	MST 201	512280.00	MARLINSPIKE SEAMNSHIP	txt
ATAS	MST 202	512290.00	MARINE WEATHER	assign, txt
ATAS	MST 216	430431.00	USCG LICENSE PREP	dc
ATAS	MST 218	433424.00	ELECT AIDS NAVIGATION	dc
BS	ACCT 216	615000.00	INDIVIDUAL INCOME TAX	cat desc, sch desc, tps, lrgn cntr, SLOs assign, txt
BS	CIMA 102A	192360.05	WORD PROCESSING - WORD -- BEGINNING	dc
BS	CIMN 200	192398.00	INTRO TO NETWORKING	crs id fr CIMN 200 to <u>CIMN 120</u> , ti fr INTRODUCTION TO NETWORKING to <u>INTRODUCTION TO NETWORKING: COMPTIA NETWORK+</u> , cat desc, sch desc, tps, lrng obj, moe, txt
BS	CIMN 240	432334.00	UNIX/LINUX SYS ADMIN	crs id fr CIMN 240 to <u>CIMN 140</u> , cat desc, sch desc, tps, lrgn cntr, assign, txt
BS	CIMN 260	433756.00	CISCO CCNA	crs id fr CIMN 260 to <u>CIMN 160</u> , ti fr CISCO CCNA to <u>CISCO CCNA: ROUTING AND SWITCHING ESSENTIALS</u> , cat desc, sch desc, tps
BS	CIMP 8A	692143.00	PYTHON PROGRAMMING	cat desc, sch desc, tps, lrgn cntr, SLOs moe, assign, txt
BS	CIMS 230	433077.00	SECURITY+	crs id fr CIMS 230 to <u>CIMS 130</u> , ti fr SECURITY+ to <u>INTRO TO INFORMATION SYSTEMS SECURITY: COMPTIA SECURITY +</u> , cat desc, sch desc, tps, lrng obj
BS	CIMS 240	992300.00	COMPUTER FORENSICS	crs id fr CIMS 240 to <u>CIMS 140</u> , ti fr INTRODUCTORY COMPUTER FORENSICS to <u>INTRODUCTION TO COMPUTER FORENSICS</u> , cat desc, sch desc, tps, lrng obj
BS	CIMS 250	450172.00	CYBERSECURITY	crs id fr CIMS 250 to <u>CIMS 150</u> , ti fr INTRODUCTION TO CYBERSECURITY: ETHICAL HACKING/CYBERLAW to <u>INTRODUCTION TO CYBERSECURITY: ETHICAL HACKING</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
BS	CIS 405	692170.00	DATABASE SQL	crs id fr CIS 405 to <u>CIS 405NC</u>
BS	CIS 415	632171.00	CREATING WEB PAGES	crs id fr CIS 415 to <u>CIS 415NC</u>
BS	CIS 460	692172.00	INTRO WEB PROGRAMMING	crs id fr CIS 460 to <u>CIS 460NC</u>
CS	COUN 1	432800.00	ACADEMIC PLANNING	tps, moe, txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 3 of 6

CS	COUN 100	650735.00	COLLEGE SUCCESS	cat desc, sch desc, tps, lrng obj, moe, txt
				ti fr EDUCATIONAL AND VOCATIONAL PLANNING to <u>COLLEGE AND CAREER SUCCESS</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
CS	COUN 140	36010.00	EDUC/VOCATION PLAN	
				ti fr HELPING RELATIONSHIPS to <u>HELPING SKILLS FOR INTERPERSONAL RELATIONSHIPS</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
CS	COUN 150	36050.00	HELPING RELATIONSHIPS	
CS	COUN 151	429567.00	HUMAN RELATIONSHIPS	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
				ti fr CAREER & VOC. EXPLOR. to <u>CAREER EXPLORATION</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
CS	COUN 160	36060.05	CAREER & VOC. EXPLOR.	
CS	COUN 161	36090.00	LEARNING/STUDY TECHS.	cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
HS	N 202	433723.00	SUCCESS IN NURSING	tps, lrng obj, SLOs, assign, txt
HS	N 204	475002.00	BEG NURSING CONCEPTS	cat desc, tps, lrng obj, SLOs, moe, assign
HS	N 212	405012.00	LAB VALUES, I/A	SLOs, moe, txt
HS	SL 10	794050.00	DEAF CULTURE/HISTORY	tps, lrng obj, txt
LA	CHI 1	156010.00	ELEMENTARY CHINESE	sr
LA	ESL 322	302030.05	BEG CONVERSATION	txt
				crs id fr ESL 322 to <u>ESL 322NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded Pass/SP/No Pass</u> , txt
LA	ESL 322	302035.00	BEG CONVERSATION	
LA	ESL 323	302010.05	BEGIN PRONUNCIATION	txt
				crs id fr ESL 323 to <u>ESL 323NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded Pass/SP/No Pass</u> , txt
LA	ESL 323	429676.00	BEGIN PRONUNCIATION	
LA	ESL 325	433998.00	BEG READING & WRITING	SLOs, txt
				crs id fr ESL 325 to <u>ESL 325NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded Pass/SP/No Pass</u> , SLOs, txt
LA	ESL 325	433999.00	BEG READING & WRITING	
				crs id fr ESL 331 to <u>ESL 331NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded Pass/SP/No Pass</u> , tps, lrng obj, SLOs, moe, assign, txt, val
LA	ESL 331	429673.00	INTER MULTISKILLS II	
LA	ESL 331	433951.00	INTER MULTISKILLS II	tps, lrng obj, SLOs, moe, assign, txt, val
LA	ESL 332	992682.00	INT CONVERSATION	txt
				crs id fr ESL 332 to <u>ESL 332NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded Pass/SP/No Pass</u> , txt
LA	ESL 332	992684.00	INT CONVERSATION	
LA	ESL 333	254080.00	INTER PRONUNCIATION	txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 4 of 6

				crs id fr ESL 333 to <u>ESL 333NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , txt
LA	ESL 333	254083.00	INTER PRONUNCIATION	
LA	ESL 340	302190.05	ADV MULTISKILLS	tps, lrng obj, SLOs, moe, assign, txt, val
				crs id fr ESL 340 to <u>ESL 340NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , tps, lrng obj, SLOs, moe, assign, txt, val
LA	ESL 340	429686.00	ADV MULTISKILLS	
LA	ESL 342	254075.00	ADVANCED CONVERSATION	txt, val
				crs id fr ESL 342 to <u>ESL 342NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 342	254085.00	ADVANCED CONVERSATION	
LA	ESL 343	254060.00	ADV PRONUNCIATION	SLOs, txt, val
				crs id fr ESL 343 to <u>ESL 343NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 343	254063.00	ADV PRONUNCIATION	
LA	ESL 344	431920.00	IDIOMS & EXPRESSIONS	SLOs, txt, val
				crs id fr ESL 344 to <u>ESL 344NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 344	432782.00	IDIOMS & EXPRESSIONS	
LA	ESL 346	302280.05	ADV WRIT FOR WORK	SLOs, txt, val
				crs id fr ESL 346 to <u>ESL 346NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 346	302285.00	ADV WRIT FOR WORK	
LA	ESL 354	302300.05	VOCAB SKILLS-COLLEGE	tps, lrng obj, SLOs, moe, assign, txt, val
				crs id fr ESL 354 to <u>ESL 354NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , tps, lrng obj, SLOs, moe, assign, txt, val
LA	ESL 354	302310.00	VOCAB SKILLS-COLLEGE	
LA	ESL 355	429819.00	COLL ESL READING: LIT	tps, lrng obj, SLOs, moe, assign, val
				crs id fr ESL 355 to <u>ESL 355NC</u> , gr fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , tps, lrng obj, SLOs, moe, assign, val
LA	ESL 355	429820.00	COLL ESL READING: LIT	
LA	ESL 356	992285.00	ACADEMIC SUCCESS ESL	SLOs, txt, val
				crs id fr ESL 356 to <u>ESL 356NC</u> , gr opt fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 356	992286.00	ACADEMIC SUCCESS ESL	
LA	ESL 358	302320.05	LISTEN/NOTE-TAKE-COLL	SLOs, txt, val
				crs id fr ESL 358 to <u>ESL 358NC</u> , gr fr NC (Noncredit) to <u>SP Noncredit Graded</u> <u>Pass/SP/No Pass</u> , SLOs, txt, val
LA	ESL 358	302325.20	LISTEN/NOTE-TAKE-COLL	
LA	ESL 359	433724.00	AMER LANG & CULT FILM	tps, SLOs, moe, assign, txt, val

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 5 of 6

				crs id fr ESL 359 to ESL 359NC , gr opt fr NC- (Noncredit) to SP Noncredit Graded Pass/SP/No Pass , tps, SLOs, moe, assign, txt, val
LA	ESL 359	433742.00	AMER LANG & CULT FILM	txt, val
LA	FR 21	344160.00	INTRO FRENCH LANG/CUL	txt
LA	JA 21	458050.00	INT. JAPANESE CULTURE	txt
LA	SPAN 1	788010.00	ELEMENTARY SPANISH	txt
LA	SPAN 2	788060.00	ELEMENTARY SPANISH	txt
MS	ASTR 20	114020.00	GENERAL ASTRONOMY	txt
MS	ASTR 25	114040.00	OBSERVATIONAL ASTRONOMY	tps, txt
MS	BIO 12	144100.05	HUMAN PHYSIOLOGY	tps, SLOs, txt
MS	BIO 3A	144040.00	GENERAL BIOLOGY I	dc
MS	BIO 3B	144010.00	GENERAL BIOLOGY II	dc
MS	BIO 4A	405093.00	PRIN OF CELL BIO	cat desc, sch desc, SLOs, txt, val
MS	BIO 4B	405094.00	PRIN ORGANISMAL BIO	cat desc, sch desc, tps, SLOs, txt, val
MS	CHEM 13	405096.00	ORGANIC CHEM PRIN	cat desc, sch desc, SLOs, txt, val
MS	GEOL 173	356250.05	GFS - DEATH VALLEY	SLOs, txt
MS	GEOL 174	356310.05	GFS-E. SIERRA REGION	SLOs, txt
MS	GEOL 182	356690.05	GFS CNTRL COAST MORRO	txt
MS	PHYS 4B	698040.00	GENERAL PHYSICS	cat desc, sch desc, SLOs, txt
MS	PHYS 4C	698050.00	GENERAL PHYSICS	cat desc, sch desc, txt
SS	ANTH 9	30120.00	INTRO TO ARCHAEOLOGY	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
SS	ANTH 19	992368.00	FORENSIC ANTHROPOLOGY	lrng obj, SLOs, moe, assign, txt
SS	CDE 125	431635.00	SCHOOL-AGE PROGRAMS	sr
SS	CDE 250	542154.00	CA FOUN-FRAME SOC-EMO	sr
SS	CDE 251	542152.00	CA FOUN-FRAM LANG-LIT	sr
SS	CDE 252	542159.00	CA FOUN/FRAM-ENGLANG	tps, lrng obj
SS	CDE 253	542151.00	CA FOUN/FRAM - MATH	sr
SS	CDE 254	542163.00	FOUN/FRAMEWRKS-VISART	sr
SS	CDE 255	542150.00	CA FOUN-FRAM PERF ART	sr
SS	CDE 256	542148.00	CA FOUN-FRAM PHYSDEV	sr
SS	CDE 257	542147.00	CA FOUN/FRAM: HEALTH	sr
SS	CDE 258	542149.00	CA FOUN-FRAM HIST-SOC	tps, lrng obj, SLOs, moe, assign
SS	CDE 259	542153.00	CA FOUN-FRAM SCIENCE	sr
SS	CDE 263	542161.00	REF PRAC ECE	txt
SS	ECON 11	428298.05	INTL POLITICAL ECON	txt
SS	ES 1	429609.00	MULT EXP IN THE U.S. MULTICULTURAL EXPERIENCES IN THE UNITED STATES	ti fr MULT EXP IN THE U.S.- MULTICULTURAL EXPERIENCES IN THE UNITED STATES to INTRODUCTION TO ETHNIC STUDIES: MAKING CULTURE , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
SS	GEOG 110	430513.05	INTRODUCTION TO GIS	txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 6 of 6

SS	GIS 110	430513.00	INTRODUCTION TO GIS	txt
SS	GIS 211	430514.00	INTERMEDIATE GIS	txt, val
SS	HIST 12	431916.00	REVOLUTIONS/REVOLTS	txt
SS	HIST 22	404160.00	U.S. HISTORY SURVEY	lrng obj, SLOs, txt
SS	HIST 30	404190.05	HISTORY OF MEXICO	lrng obj, txt
SS	HIST 32	404230.00	CALIFORNIA HISTORY	txt
SS	HIST 63	432310.00	EURO HIST SINCE 1650	lrng obj, txt
SS	HIST 72	428491.00	HISTORY OF CHINA	lrng obj, SLOs, assign, txt
SS	HIST 74	430297.00	HIST MID EAST TO 1800	SLOs, txt
SS	PS 11	428298.00	INTL POLITICAL ECON	SLOs, txt
SS	PSYC 2	728020.00	RESEARCH METH IN PSYC	assign, txt
SS	PSYC 33	728090.05	PSYCHOLOGY OF ADJUST	cat desc, sch desc, assign, txt
SS	PSYC 125	992369.00	PSYCHOLOGY OF AGING	SLOs, assign, txt
SS	SOC 2	776030.00	SOCIAL PROBLEMS	cat desc, sch desc, lrng obj, SLOs, txt
SS	SOC 15	416030.10	SOC OF THE CHILD	tps, SLOs, moe, txt
SS	SOC 21	776100.00	WOMEN/CONT. SOCIETY	SLOs, txt
SS	SOC 25	776120.00	SOCIAL STRATIFICATION	SLOs, txt
SS	SOC 126	662292.00	DEATH AND DYING	SLOs, moe, assign, txt
TCSP	SPS 115	800067.00	ALT LRNG STRATEGIES	cat desc, sch desc, lrng obj, assign, txt

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Current
Biology Associate of Science

The curriculum in the Biology 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 majors related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a working knowledge of the scientific method.
- Demonstrate the ability to make links among topics and sub-disciplines so that information can be used for deeper comprehension.
- Demonstrate the ability to use the attained knowledge foundation to illustrate concepts and compare examples.

Course ID	Title	Units
Required Course Options (13-15 Units)		
Pathway Option 1 – (15 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 3A*	General Biology I	5
–Or		
BIO 3AH*	Honors General Biology I	5
BIO 3B*	General Biology II	5
–Or		
BIO 3BH*	Honors General Biology II	5
Pathway Option 2 – (15 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 3A*	General Biology I	5
–Or		
BIO 3AH*	Honors General Biology I	5
BIO 3C*	Biochemistry and Molecular Biology	5
Pathway Option 3 – (13 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 4A*	Principles of Cellular Biology	4
BIO 4B*	Principles of Organismal Biology	4
	Restrictive Electives	10
	Total Units for the Major	23-25
Restrictive Electives		
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5

Revised
Biology Associate of Science

The curriculum in the Biology 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 majors related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes Students who complete this program will be able to:

- Demonstrate a working knowledge of the scientific method.
- Demonstrate the ability to make links among topics and sub-disciplines so that information can be used for deeper comprehension.
- Demonstrate the ability to use the attained knowledge foundation to illustrate concepts and compare examples.

Course ID	Title	Units
Required Course Options (13-15 Units)		
Pathway Option 1 – (15 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 3AH*	Honors General Biology I	5
BIO 3BH*	Honors General Biology II	5
Pathway Option 2 – (15 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 3AH*	Honors General Biology I	5
BIO 3C*	Biochemistry and Molecular Biology	5
Pathway Option 3 – (13 Units)		
CHEM 1A*	General Chemistry	5
Or		
CHEM 2*	General Chemistry Principles	5
BIO 4A*	Principles of Cellular Biology	4
BIO 4B*	Principles of Organismal Biology	4
	Restrictive Electives	10
	Total Units for the Major	23-25
Restricted Electives (10 Units)		
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
BIO 19	Marine Biology	4
BIO 20	Introduction to Biology	4
BIO 22*	Human Genetics	3
BIO 28	Plants and Human Affairs	3
BIO 30	Human Biology	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

BIO 19	Marine Biology	4
BIO 20	Introduction to Biology	4
BIO 22*	Human Genetics	3
BIO 28	Plants and Human Affairs	3
BIO 30	Human Biology	3
BIO 31	Biology of Plants	3
BIO 40	Evolution	3
BIO 43	Animal Behavior	3
BIO 45	Biology of Human Disease	3
BIO 49*	Research in Biology and Biochemistry A	1.5
BIO 50*	Research in Biology and Biochemistry B	1.5
BIO 105	Forensic Biology	4
BIO 112	Pathophysiology	3
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MS 20	Introduction to Oceanography	4
PHYS 1A*	Physics with Calculus for Life Sciences and Chemistry I	4
Or		
PHYS 2A*	Introduction to Physics	5
Or		
PHYS 4A*	General Physics	5
Suggested coursework not required for the major: CHEM 1B, CHEM 12A, CHEM 12B, MATH 3B, PHYS 1B or PHYS 2B, or PHYS 4B, PHYS 4C.		

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.

BIO 31	Biology of Plants	3
BIO 40	Evolution	3
BIO 43	Animal Behavior	3
BIO 45	Biology of Human Disease	3
BIO 112	Pathophysiology	3
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MS 20	Introduction to Oceanography	4
PHYS 1A*	Physics with Calculus for Life Sciences and Chemistry I	4
Or		
PHYS 2A*	Introduction to Physics	5
Or		
PHYS 4A*	General Physics	5
Suggested coursework not required for the major: CHEM 1B, CHEM 12A, CHEM 12B, MATH 3B, PHYS 1B or PHYS 2B, or PHYS 4B, PHYS 4C.		

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21

**Current
E-Commerce Specialist
Certificate of Achievement**

This program ~~provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.~~

Program Student Learning Outcomes

~~Students who complete this program will be able to:~~

- ~~• Demonstrate key skills for employment in the areas of e-commerce.~~
- ~~• Demonstrate comprehensive, broad-range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~• Complete technically current and challenging ongoing education.~~
- ~~• Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~• Use job skills in technical professional business environments.~~

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives:	3
	Total Units for the Certificate:	16.5

Restricted Electives:

CIMP 7A	Business Programming – Java—Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
BUS 135	Marketing	3
CIMW 145	Web Development – PHP, CMS and WordPress And E-Commerce	3
CIMS 200*	Information Security Fundamentals	3
CIMA 106	Database – Access	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken.

**Revised
E-Commerce Specialist
Certificate of Achievement**

This program introduces students to creating and maintaining e-commerce web sites. The program emphasis is on industrial standards. These include SQL the database communication language, PHP the most used server-side web scripting language, JavaScript the most used client-side scripting language, jQuery the most used client-side JavaScript framework. The restricted electives allow a student to emphasize either marketing, WordPress, or programming.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key e-commerce employment skills.
- Create basic websites and interface to databases.
- Demonstrate comprehensive terminology and industrial standards governing web e-commerce.

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 145	Web Development – PHP, CMS and WordPress And E-Commerce	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives:	3-4.5
	Total Units for the Certificate:	16.5-18

Restricted Electives: Select 3-4.5 units from the following courses:

CIMP 7A	Business Programming – Java—Beginning	3
CIMP 8A	Programming with Python	3
BUS 109	E-Commerce Marketing	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMW 241*	Introduction to Content Management Systems (CMS)-WordPress	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21

Current
E-Commerce Specialist
Associate in Science Degree Program

~~The E-Commerce Specialist Certificate program prepares the student to apply business functions to the web. All types of business sectors and activities can be web-based, including retail, wholesale, import-export, human resources, customer service, or departments within an organization. Electronic commerce, or e-commerce, is used in public and private business, both profit and non-profit sectors, in corporations, government, small businesses, professional associations, and personal applications as well. This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate key skills for employment in the areas of E-commerce.~~
- ~~Demonstrate comprehensive, broad-range introductory computer competencies targeting a diverse and multicultural workforce.~~
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students~~
- ~~Use job skills in technical professional business environments through meaningful internships and capstone projects.~~

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3
	Total Units for the Major:	16.5

Restricted Electives:

CIMP 7A	Business Programming – Java—Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
BUS 135	Marketing	3
CIMW 145	Web Development – PHP, CMS and WordPress And E-Commerce	3
CIMS 200*	Information Security Fundamentals	3
CIMA 106	Database – Access	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken.

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

Revised
E-Commerce Specialist
Associate of Science

This program provides the skills for conducting business on the web, preparing an electronic approach, and managing an e-commerce web presence.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate key e-commerce employment skills.**
- **Create basic websites and interface to databases.**
- **Demonstrate comprehensive terminology and industrial standards governing web e-commerce.**

Course ID	Title	Units
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 145	Web Development – PHP, CMS and WordPress And E-Commerce	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery, and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	6-7.5
	Total Units for the Major:	19.5-21

Restricted Electives: Select 3-4.5 units from the following courses:

CIMP 7A	Business Programming – Java—Beginning	3
CIMP 7B*	Business Programming – Java –Advanced	3
CIMP 8A	Programming with Python	3
BUS 109	E-Commerce Marketing	3
CIMW 100A	Web Site Development – HTML –Beginning	1.5
CIMW 100B	Web Site Development – HTML –Advanced	1.5
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMW 241*	Introduction to Content Management Systems (CMS)-WordPress	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken.

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Current

Journalism Certificate of Achievement

The curriculum in the **Journalism program** provides the range of skills necessary for work in editorial departments of news organizations, magazines, industrial in-house publications, public relations, and emerging businesses in media and related industries. This program provides background and experience needed by persons who may be employed as photographers, video journalists, designers, and others.

The **journalism** program at Saddleback College seeks to give students an understanding of the media industry and First Amendment. Students develop their **writing and** reporting skills for a variety of **news** platforms, public relations and new and emerging businesses in the media and related industries.

In production courses, students receive hands-on training producing multi-dimensional content for student **news** publications on a variety of platforms. In skills classes, students learn the fundamentals of producing news content, interviewing, reporting, writing stories, news judgment, visual journalism, social media and are introduced to media law, ethics and professional standards. An emphasis is placed on emerging technology **and journalism**.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work in editorial departments of news organizations, magazines, and industrial in-house publications.
- Demonstrate a range of skills necessary for work in public relations, media and communications organizations, and startups.
- Successfully complete practical experiences needed by persons who may be employed as journalists, editors, photographers, video journalists, designers, and media professionals and related occupations.

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
JRN 105	Feature Writing	3
JRN 125*	Magazine Journalism	3
—And		
JRN 113*	Magazine Production for Digital Platforms	3
	Select two News Media Production courses	8
	Total Units for the Major:	23
News Media Production		
JRN 107*	News Media Production and Investigative Reporting	4
JRN 109*	News Media Production and Data Reporting	4
JRN 111*	News Media Production and Editing	4
JRN 112*	News Media Production, Blogging and Social Media	4

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Revised

Digital Media Certificate of Achievement

The curriculum in the **Digital Media Certificate of Achievement** program provides the range of skills necessary for work in editorial departments of news organizations, magazines, industrial in-house publications, public relations, and emerging businesses in media and related industries. This program provides background and experience needed by persons who may be employed as photographers, video journalists, designers, and others.

The program at Saddleback College seeks to give students an understanding of the media industry and the First Amendment. Students develop their **reporting and editing** skills for a variety of **media** platforms, public relations, and new and emerging businesses in media and related industries.

In production courses, students receive hands-on training producing multi-dimensional content for student **media** publications on a variety of platforms. In skills classes, students learn the fundamentals of producing media content, interviewing, reporting, writing stories, news judgment, visual journalism, **and** social media and are introduced to media law, ethics, and professional standards. An emphasis is placed on emerging technology.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work in editorial departments of news organizations, magazines, and industrial in-house publications.
- Demonstrate a range of skills necessary for work in public relations, media and communications organizations, and startups.
- Successfully complete practical experiences needed by persons who may be employed as journalists, editors, photographers, video journalists, designers, and media professionals and related occupations.

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
CTVR 106*	Video Journalism	3
Or		
JRN 106*	Video Journalism	3
JRN 111*£	News Media Production and Editing	4
Or		
JRN 112*£	News Media Production, Blogging and Social Media	4
	Restricted Electives	6-10
	Total Units for the Certificate:	19-23

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Restricted Electives: 6-10 Units – Any 3-4 courses from the following not already used from above:

CTVR 101	Video Production Basics	3
JRN 105	Feature Writing	3
JRN 108*	Intro to Podcasting and Audio Storytelling	3
JRN 111*£	News Media Production and Editing	4
JRN 112*£	News Media Production, Blogging and Social Media	4
JRN 125	Magazine Journalism	3
CWE 180	CO-OP-ED Journalism	1
CWE 180	CO-OP-ED Journalism	2
GD 148*	Digital Graphic Design	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

£ Course can be taken as either a core requirement or restricted elective; it may not be counted as both.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

**Current
Journalism Associate in Science**

The curriculum in the Journalism program provides the range of skills necessary for work in editorial departments of news organizations, magazines, industrial in-house publications, public relations, and emerging businesses in media and related industries. This program provides background and experience needed by persons who may be employed as photographers, video journalists, designers, and others.

The journalism program at Saddleback College seeks to give students an understanding of the media industry and First Amendment. Students develop their **writing and** reporting skills for a variety of **news** platforms, public relations and new and emerging businesses in the media and related industries.

In production courses, students receive hands-on training producing multi-dimensional content for student **news** publications on a variety of platforms. In skills classes, students learn the fundamentals of producing news content, interviewing, reporting, writing stories, news judgment, visual journalism, social media and are introduced to media law, ethics and professional standards. An emphasis is placed on emerging technology **and journalism**.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work in editorial departments of news organizations, magazines, and industrial in-house publications.
- Demonstrate a range of skills necessary for work in public relations, media and communications organizations, and startups.
- Successfully complete practical experiences needed by persons who may be employed as journalists, editors, photographers, video journalists, designers, and media professionals and related occupations.

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
JRN 105	Feature Writing	3
JRN 125*	Magazine Journalism	3
—And		
JRN 113*	Magazine Production for Digital Platforms	3
Select two News Media Production courses		8
Total Units for the Major:		23
News Media Production		
JRN 107*	News Media Production and Investigative Reporting	4
JRN 109*	News Media Production and Data Reporting	4
JRN 111*	News Media Production and Editing	4
JRN 112*	News Media Production, Blogging and Social Media	4

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

**Revised
Journalism & New Media Associate of Science**

The curriculum in the Journalism **and New Media** program provides the range of skills necessary for work in editorial departments of news organizations, magazines, industrial in-house publications, public relations, and emerging businesses in media and related industries. This program provides background and experience needed by persons who may be employed as photographers, video journalists, designers, and others.

Journalism **and New Media** program at Saddleback College seeks to give students an understanding of the media industry and First Amendment. Students develop their **reporting and editing** skills for a variety of **media** platforms, public relations, and new and emerging businesses in the media and related industries.

In production courses, students receive hands-on training producing multi-dimensional content for student **media** publications on a variety of platforms. In skills classes, students learn the fundamentals of producing media content, interviewing, reporting, writing stories, news judgment, visual journalism, **and** social media and are introduced to media law, ethics, and professional standards. An emphasis is placed on emerging technology.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work in editorial departments of news organizations, magazines, and industrial in-house publications.
- Demonstrate a range of skills necessary for work in public relations, media and communications organizations, and startups.
- Successfully complete practical experiences needed by persons who may be employed as journalists, editors, photographers, video journalists, designers, and media professionals and related occupations.

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
CTVR 106*	Video Journalism	3
Or		
JRN 106*	Video Journalism	3
JRN 111*£	News Media Production and Editing	4
Or		
JRN 112*£	News Media Production, Blogging and Social Media	4
Restricted Electives		6-10
Total Units for the Major:		19-23

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Associate in Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

Restricted Electives: 6-10 Units – Any 3-4 courses from the following not already used from above:

CTVR 101	Video Production Basics	3
JRN 105	Feature Writing	3
JRN 108*	Intro to Podcasting and Audio Storytelling	3
JRN 111*£	News Media Production and Editing	4
JRN 112*£	News Media Production, Blogging and Social Media	4
JRN 125*	Magazine Journalism	3
CWE 180	CO-OP-ED Journalism	1
CWE 180	CO-OP-ED Journalism	2
GD 148*	Digital Graphic Design	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

£ Course can be taken as either a core requirement or restricted elective; it may not be counted as both.

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21

**Current
Webmaster
Certificate of Achievement**

The Webmaster program prepares the student to build ~~and administer a website and set up and maintain its web server. Students learn the technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals. Topics include networking, security, web development, and database administration.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the area of webmaster.
- Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments.~~

Course ID	Title	Units
CIMP 7A	Business Programming – Java—Beginning	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250	Microsoft ASP.NET--Beginning	3.5
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives:	3-4.5
	Total Units for the Certificate:	20.5-22

Restricted Electives:

CIMP 7B*	Business Programming – Java—Advanced	3
CIMN 240*	Fundamental UNIX/Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMS 200*	Information Security Fundamentals	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken

**Revised
Webmaster
Certificate of Achievement**

The Webmaster program prepares the student to build websites and maintain a web server. The certificate covers server-level aspects of web construction so one can efficiently run a business, government, or individual website. Topics include networking, operating system, web development, and database. The flexible restricted electives allow a student to further specialize in either operating system administration, web design, programming, or networking/security. With this Saddleback certificate, students can achieve two or more industry-coveted CompTIA certificates.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the area of webmaster.
- Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
- Demonstrate knowledge of the web, networking, database, and operating system terminology.

Course ID	Title	Units
CIMN 100	Computer Operating Systems- Windows Or	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 120	Introduction to Networking: CompTIA Network+	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives:	9-10
	Total Units for the Certificate:	21-22

Restricted Electives: Select 9-10 units from the following.

CIMN 110	Networking Essentials and Technologies For IT Cybersecurity	3
CIMN 140*	Fundamental UNIX/Linux System Administration	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B*	MCSE Certification Exam Prep II	3
CIMN 220C*	MCSE Certification Exam Prep II	3
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java—Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
CIMP 8A	Programming with Python	3
CIMP 115	Business Programming- -C#	3.5
CIMS 130	Intro to Information Systems Security: CompTIA Security+	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
	Web Development – PHP, CMS and WordPress	3
CIMW 145	And E-Commerce	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery and AJAX	3
CIMW 250	Microsoft ASP.NET--Beginning	3.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21

**Current
Webmaster**

Associate of Science Degree Program

The Webmaster program prepares the student to build ~~and administer a website and set up and maintain its web server.~~ Students learn the ~~technical aspect of server-level concerns of web construction and management to efficiently run websites in business and government organizations or for individuals.~~ Topics include ~~networking, security, web development, and database administration.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the area of webmaster.
- Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments.~~

Course ID	Title	Units
CIMP 7A	Business Programming – Java – Beginning	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
CIMW 250	Microsoft ASP.NET--Beginning	3.5
CIMW 280†	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	3-4.5
	Total Units for the Major:	20-22

Restricted Electives:

CIMP 7B*	Business Programming – Java—Advanced	3
CIMN 240*	Fundamental UNIX/Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMS 200*	Information Security Fundamentals	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

†Final course to be taken

Associate in Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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 IGEC 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.

**Revised
Webmaster**

Associate of Science

The Webmaster program prepares the student to build websites and maintain a web server. The degree covers server-level aspects of web construction so one can efficiently run a business, government, or individual website. Topics include networking, operating system, web development, and database. The flexible restricted electives allow a student to further specialize in either operating system administration, web design, programming, or networking/security. With this Saddleback certificate, students can achieve two or more industry-coveted CompTIA certificates.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment in the area of webmaster.
- Demonstrate comprehensive, broad range computer competencies targeting a diverse and multicultural workforce.
- Demonstrate knowledge of the web, networking, database, and operating system terminology.

Course ID	Title	Units
CIMN 100	Computer Operating Systems- Windows	3
Or		
CIMN 130	Computer Operating Systems – UNIX and Linux	3
CIMN 120	Introduction to Networking: CompTIA Network+	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 280†	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	9-10
	Total Units for the Major:	21-22

Restricted Electives: Select 9-10 units from the following.

CIM 1	Computer Information Systems	4
CIMN 110	Networking Essentials and Technologies For IT Cybersecurity	3
CIMN 140*	Fundamental UNIX/Linux System Administration	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B*	MCSE Certification Exam Prep II	3
CIMN 220C*	MCSE Certification Exam Prep II	3
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java—Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
CIMP 8A	Programming with Python	3
CIMP 115	Business Programming- -C#	3.5
CIMS 130	Intro to Information Systems Security: CompTIA Security+	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMW 160	Web Development – JavaScript, Frameworks, JQuery and AJAX	3
CIMW 250	Microsoft ASP.NET--Beginning	3.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

†Final course to be taken

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21**

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

**SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-21**

**Current
Web Designer
Associate of Science**

This degree prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website. The Web Designer degree provides the student with skills to gain employment as an entry level Web Designer and prepares them for transfer to a 4-year program to earn a bachelor's degree.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment as a Web Designer.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- ~~Complete technically current and challenging ongoing education.~~
- ~~Apply skills in a broad range of media appropriate for a diverse population of technical students.~~
- ~~Use job skills in technical professional business environments through internships and capstone projects.~~

Course ID	Title	Units
CIMW 134	Web Digital Media- Photoshop and Intro to Video Editing	3
CIMW 100A*	Web Site Development – HTML-Beginning	1.5
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	5-6.5
	Total Units for the Major:	17-18.5

Restricted Electives:

CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 100B*	Web Site Development – HTML—Advanced	1.5
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMW 250	Microsoft ASP.NET—Beginning	3.5
CIMW 160	WEB Development – JavaScript, Frameworks, JQuery and AJAX	3

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

**Revised
Web Designer
Associate of Science**

This degree prepares the student to develop a web presence for businesses, organizations, and individuals in communication, marketing, and data management through the development of a website. Students will learn how to reach an audience and communicate ideas. The program includes basic and advanced software skills, developing a mission, goals, and the promotion and maintenance of a website. The Web Designer degree provides the student with skills to gain employment as an entry level Web Designer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate key skills for employment as a Web Designer.
- Demonstrate comprehensive, broad range introductory computer competencies targeting a diverse and multicultural workforce.
- **Describe components of a web page.**

Course ID	Title	Units
CIMW 134	Web Digital Media- Photoshop and Intro to Video Editing	3
CIMW 100A*	Web Site Development – HTML-Beginning	1.5
CIMW 115	Intro Creating Web Pages Dreamweaver and WordPress	3
CIMW 140	CSS (Cascading Style Sheets) & RWD (Responsive Web Design)	3
CIMW 160	WEB Development – JavaScript, Frameworks, JQuery and AJAX	3
CIMW 280‡	Web Design – Capstone Portfolio Project	1.5
	Select from Restricted Electives	6-8
	Total Units for the Major:	21-23

Restricted Electives: Select 6-8 Units from the following courses:

CIMP 5	Business Programming I – Visual Basic	3
CIMP 7A	Business Programming – JAVA–Beginning	3
CIMP 7B*	Business Programming – JAVA–Advanced	3
CIMP 8A	Programming with Python	3
CIMP 115	Business Programming–C#	3.5
CIMW 100B*	Web Site Development – HTML—Advanced	1.5
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMW 145	Web Development – PHP, CMS and WordPress and E-Commerce	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMW 241	Introduction to Content Management Systems (CMS) – WordPress	3
CIMW 250	Microsoft ASP.NET--Beginning	3.5

*Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

‡Final course to be taken

Associate of Science Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify 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.

TO: Board of Trustees

FROM: Kathleen F. Burke, 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.

STATUS

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 Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and
Dr. Glenn R. Roquemore, President, Irvine Valley College*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
8/13/19 8:00-10:20am SSC 212	President's Opening Session – PD Week	Sally Heilstedt, Dean of Instruction, Lake Washington Institute of Technology	The 4 Connections: Faculty-Student Relationships and Success	Estimated Travel Reimbursement: \$1000.00
8/13/2019 12:00 – 4:00pm BGS 340	Christina Hinkle	Dr. Matt Mahavongtrakul	Neuroanatomy and Cognitive Load as it Relates to Learning	\$1200.00 Speaker Fee – General Fund
8/16/2019 1:00 pm – 3:00 pm SSC 211	Christopher Hargraves	Tamara Johnson Dunning / Lorenzo Cuesta	Parliamentary Procedure and Brown Act	\$985.00 ASG Funds
1/31/20 9:30 – 11:35am Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman for the Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Dr. Joanna Roche	Ornamentation v. Abstraction: The Dynamic Saga of the 20 th -c. Graphic Design	\$200.00
2/28/2019 9:30 – 11:35am Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman for the Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Ms. Karen Schmauss	The Littlest Victims: Prosecuting Crimes Against Children	\$200.00
4/3/20 9:30 – 11:35am Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman for the Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Mr. David Plouffe	Art Theft, Looting and Repatriation	\$200.00

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
None				

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Student Out of State Travel

ACTION: 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 6125 Student Travel: Field Trips and Excursions.

STATUS

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 college trip dates, locations, and costs are provided related to the travel.

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 Chancellor recommends that the Board of Trustees approve the college student out of state travel for the participants, dates, locations and costs.

Out of State Student Travel
August 26, 2019
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
Model United Nations (MUN) Political Science Club To attend and participate in the National MUN 2019 Washington, D.C. Conference Crystal Gateway Marriott Hotel 1590 S. Eads St. Arlington, VA 22202	November 6-10, 2019	16	2	\$24,403	ASIVC \$14,951 IVC MUN Foundation \$972 Individual Student Contributions \$8,480	IVC

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
Geography Field Studies GEOG 102	June 5-14, 2020	Pacific Northwest Region: Oregon and Washington	\$225	18	IVC

TO: Board of Trustees
FROM: Kathleen F. Burke, 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.

STATUS

For the reporting period ending June 30, 2019 and in accordance with Administrative Regulation 3101, the transfer of budget appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the transfer of budget appropriations as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TRANSFER OF BUDGET APPROPRIATIONS SUMMARY
For the period ended June 30, 2019

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
8100	Federal Revenue	\$57,439	
8600	State Revenue		\$57,439
1000	Academic Salaries	\$1,037,974	
2000	Classified Salaries		\$80,320
3000	Fringe Benefits	\$246,578	
4000	Books and Supplies		\$130,832
5000	Other Operating Expenses & Services		\$812,668
6000	Capital Outlay		\$138,051
7500	Student Financial Aid		\$12,022
7600	Other Payments to Students		\$110,659
Total Transfers - General Fund		\$1,341,991	\$1,341,991

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$745,834
3000	Fringe Benefits		\$271,946
5000	Other Operating Expenses & Services		\$107,944
6000	Capital Outlay	\$1,038,663	
7900	Contingency	\$87,061	
Total Transfers - Capital Outlay Fund		\$1,125,724	\$1,125,724

Self-Insurance Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$4,098
2000	Classified Salaries		\$59,444
3000	Fringe Benefits		\$21,864
5000	Other Operating Expenses & Services	\$85,406	
Total Transfers - Self-Insurance Fund		\$85,406	\$85,406

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$319
3000	Fringe Benefits		\$24
4000	Books and Supplies	\$1,748	
5000	Other Operating Expenses & Services		\$1,405
Total Transfers - Associated Student Gov't. - SC		\$1,748	\$1,748

Associated Student Government - Irvine Valley College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$309
5000	Other Operating Expenses & Services	\$309	
Total Transfers - Associated Student Gov't. - IVC		\$309	\$309

Total Transfers	\$2,575,178	\$2,575,178
------------------------	--------------------	--------------------

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 19-19 to
Amend FY 2018-2019 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 2018-2019 Adopted Budget.

General Fund

2017-2018 College Workstudy, Irvine Valley	\$2,883
2017-2018 Strong Workforce Regional, Saddleback	(\$143,807)
California Virtual Campus, Saddleback	\$14,218
CalWORKs, Irvine Valley	\$873
CalWORKs, Saddleback	\$865
CTE Transitions, Irvine Valley	(\$41,377)
CTE Transitions, Saddleback	\$41,377
Employment Training Panel, Irvine Valley	\$46,677
Mental Health Support, Irvine Valley	\$93,355
Mental Health Support, Saddleback	\$150,026
NSF Includes Alliance, Saddleback	\$123,863
State STRS On-Behalf Payment	\$7,080,518
Strong Workforce Local, Saddleback	\$7,057
Student Success Completion Grant, Saddleback	(\$49,276)
Veterans Resource Center, Irvine Valley	(\$2,219)
Total Increase to the General Fund	<u>\$7,325,033</u>

SC Community Education

Economic Workforce Development	<u>\$54,000</u>
Total Increase to the SC Community Education Fund	<u>\$54,000</u>

Total Budget Amendment **\$7,379,033**

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-19 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 19-19

August 26, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$7,379,033 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2018-2019 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>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$126,746
8600	State Revenue	\$7,198,287
		<u>\$7,325,033</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$19,425
2000	Classified Salaries	\$23,664
3000	Fringe Benefits	\$7,089,951
4000	Books and Supplies	\$1,122
5000	Other Operating Expenses & Services	\$363,527
6000	Capital Outlay	(\$139,668)
7500	Student Financial Aid	(\$46,988)
7600	Other Payments to Students	\$14,000
		<u>\$7,325,033</u>

SC Community Education Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8800	Local Revenue	\$54,000

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
5000	Other Operating Expenses & Services	\$54,000

Total Budget Amendment	<u>\$7,379,033</u>
-------------------------------	---------------------------

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

RESOLUTION NO. 19-19

August 26, 2019

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, 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 \$7,379,033 duly and regularly adopted by the said Board at a regular meeting thereof held on August 26, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of August 2019.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: June and July 2019 Change Orders and Amendments

ACTION: Ratification

BACKGROUND / STATUS

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to execute change orders and amendments up to \$200,000 for board ratification. The following change orders and amendments were 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 / Amendment Amount	Revised Total Contract Amount
A.	<u>P.H. Hagopian Contractor, Inc.</u> Health Center/Concession Construction Services Agreement Change Order No. 01 – To extend the agreement nine days due to weather under the same terms and conditions, from 9/16/19 to 9/27/19. Irvine Valley College	\$0	\$7,490,770
B.	<u>McCarthy Building Companies, Inc.</u> Underground Utility Mapping & Condition Assessment Services Agreement Amendment No. 01 – To extend the agreement five months under the same terms and conditions, from 7/30/19 to 1/1/20. SOCCCD	\$0	\$2,702,500
C.	<u>Interact Communications, Inc.</u> Marketing, Media and Collateral Activities Agreement Amendment No. 03 - For increase of scope of work in marketing materials. Saddleback College	\$199,750	\$2,390,250
D.	<u>Neudesic, LLC</u> Software Development Services Agreement Amendment No. 02 – To extend the agreement six months to enhance the Progress Report system under the same terms and conditions, from 6/30/19 to 12/31/19. SOCCCD	\$0	\$1,713,190

E.	<u>Neudesic, LLC</u> Software Development Services Agreement Amendment No. 01 – To extend the agreement four months to update MAP and SmartSchedule systems under the same terms and conditions, from 8/31/19 to 12/31/19. SOCCCD	\$0	\$538,151
F.	<u>Management Applications, Inc.</u> Software Development Services Agreement Amendment No. 01 – For increase of quality assurance and user experience services. SOCCCD	\$60,000	\$430,000
G.	<u>Cordoba Corporation</u> ADA Self Evaluation Consultant Services Agreement Amendment No. 02 – To extend the agreement four months under the same terms and conditions, from 6/26/19 to 10/31/19. SOCCCD	\$0	\$289,000
H.	<u>iSpace, Inc.</u> Software Development Services Agreement Amendment No. 01 – For increase of quality assurance services. SOCCCD	\$20,000	\$222,000

RECOMMENDATION

The Chancellor recommends the Board of Trustees ratify the change orders and amendments as listed.

South Orange County Community College District
Irvine Valley College
Health Center – Concessions and the New Parking Lot Phase 1A Project
Bid No. 350
Board Change Order No. 1

July 16, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previoulsy Approved Time Extension (cal days)
350	General Contractor	P.H. Hagopian Contractor, Inc.		\$7,490,770	\$0.00	\$0.00	\$7,490,770	0
		Address	TOTAL	7,490,770			7,490,770	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	Date	Extend the completion date of the agreement due to weather	Contractor	Approved	\$0.00	9 days
		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	9 days



**AMENDMENT NO. 01
TO THE UNDERGROUND UTILITY MAPPING & CONDITION ASSESSMENT
SERVICES AGREEMENT
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

THIS AMENDMENT shall modify the original agreement dated July 30, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and McCarthy Building Companies, Inc. hereinafter referred to as CONSULTANT

WHEREAS, Article 11, paragraph 15 of the original agreement provides that said agreement may be amended or modified by an agreement in writing signed by both the DISTRICT and the CONSULTANT;

WHEREAS, Article 6, paragraph 6.1 states contract value as a lump sum price not to exceed \$2,702,500;

WHEREAS, Both parties agreed to extend the agreement between the DISTRICT and the CONSULTANT in order to complete additional services, tasks, and reports, such as the Acreage Exhibits and the Geographic-Referenced Mapping deliverable for Saddleback College & Irvine Valley College;

NOW, THEREFORE, the Parties agree as follows:

1. The terms of the contract are hereby extended from July 30, 2019 to January 01, 2020 under the same terms and conditions of the original contract.
2. The total contract value will remain the same at \$2,702,500.

Original Contract Amount	\$2,702,500
Amendment No. 1-No Cost time extension	\$ 0
Total Contract Amount	\$2,702,500

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.

McCarthy Building Companies, Inc.

BY:

Handwritten signature of Fermin X. Glasper in blue ink.

Signature of Authorized Representative

Print Name: Fermin X. Glasper, PS

Print Title: Vice President, Mapping

Date: 07/01/2019

Email & Phone: FGlasper@mccarthy.com, 949-560-7793

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Handwritten signature of Priya Jerome in blue ink.

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 7/18/19

Email & Phone: (949)582-4405



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 03

THIS AMENDMENT to AGREEMENT dated January 23, 2018 between Interact Communications, Inc. and South Orange County Community College District for the Amendment #3 – Increases the scope of work in marketing collateral, and through a variety of media exposures per the attached (to strengthen communications about community college CE w/local constituents, business/local leaders, influencers, and students..

The Interact Communications, Inc. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Amendment #3 to increase by \$199,750 for the Total Contract Amount to \$2,390,250

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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

Interact Communications, Inc

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Cheryl Broom
Signature of Authorized Representative

Print Name: Cheryl Broom

Print Title: President

Date: 6/27/19

Email & Phone: Cheryl.broom@interact.com 608-781-8495

Ann-Marie Gabel
Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor of Business Services

Date: 6/25/19

Email & Phone:



ORANGE COUNTY REGIONAL CONSORTIUM

Additional Year 2 Marketing, Media, and Collateral Activities

Prepared by
Cheryl Broom, President

SCOPE OF WORK

To help the Orange County Strong Workforce Program strengthen communications about community college career education with local constituents, including business and local leaders, influencers, and students, Interact Communications proposes the following activities.

Orange County Parent & High School Student Outreach

Interact Communications will develop four flyers about Career Education opportunities in Orange County, highlighting the types of careers available in Orange County and inviting students to speak to a career coach. Flyers will target high school students and their parents. At least two flyers will be created by the start of the academic year and translated into Spanish, with an additional two created and translated by early December.

Flyers will be sent by Interact via a PeachJar subscription. PeachJar allows users to easily reach the parents of school-aged children by delivering school-approved digital flyers directly to their email inbox. Flyers are sent alongside important school information and are posted to the school's website to increase visibility. Currently, more than 30 Orange County high schools use this service. In addition, Interact Communications will add downloadable versions of these flyers to the resources page of the Future BUILT website.

Budget: \$12,500

- Flyer design: \$6,000
- Translation of all 4 flyers into Spanish: \$3,500
- PeachJar \$3,000

Timing: Two flyers developed, translated, and approved by September 1, 2019; two additional flyers developed, translated, and approved by December 1, 2019

Redesign Viewbook into Sector Flipbook Brochure

The Consortium has realized great success with its Future BUILT viewbook, which was designed to be distributed to high school counselors. The Consortium now needs a smaller piece that highlights industry sectors and career opportunities in a format that is more digestible and can be given out at outreach events to interested students and parents. Information for this abbreviated piece will be taken from the viewbook and will fit into a smaller format. Each industry section will be highlighted with a small paragraph and a salary range. This sector flipbook will be an effective tool for the DSNs and other Orange County community college faculty members to use at outreach events. See example below for possible layout.



Budget: \$9,500

- Writing/design, English: \$6,000
- Spanish version: \$3,500
- Printing: (to be taken from \$5,000 of unused funds from current budget, originally allocated to the email campaign for CCC Apply reminder)

Timing: Completed by November 15, 2019 and printed in early December

Viewbook Updates and Additional Design Work

Interact Communications will update the Future BUILT viewbook and make changes requested by colleges/industry sectors in preparation for a 2020 reprint. Interact will also perform additional work for the Consortium that will be determined during the year. A cost for the work will be provided and approved by the client prior to work.

Budget: \$5,000 for viewbook updates (This includes textual updates and light copyediting. Additional pages or major design work will be evaluated for cost and separate proposal given). \$7,000 for additional work, TBD.
Timing: All viewbook updates made by early December; design work ongoing

Career Ed Social Media & News Editorial Calendar

In addition to the paid placement on social media outlined in the media buying section of this Scope of Work, Interact Communications will develop a monthly content plan/editorial calendar that will guide organic social media posts. The core focus of the plan is to leverage the region's advertising budget and public relations activities for the greatest possible impact on awareness. The content in this plan will be curated to circulate the appropriate messages, with the appropriate timing and choice of platform, to engage our target audiences and inspire action.

This plan will not only guide the type and timing of messages sent out on behalf of Orange County, it will be distributed to Orange County colleges so that they can use it in their own social media outreach efforts.

As part of this plan, monthly posts will be developed around key topics that resonate with your audiences and can be boosted on your social media channels. (Think National Spicy Guacamole Day in November featuring a culinary program or Small Business Saturday featuring entrepreneurship programs.) The plan will include ideas for two career-education-related posts each week, starting in September 2019 and running through August 2020. Interact Communications will provide the writing and photography selection/design of up to four posts a month (one a week) and will post these to the Future BUILT social media accounts as well as distribute to local colleges for their own social media/external outreach channels. We will also make hashtag recommendations so that community college content will show up in searches around the content we are creating. In addition, we have set aside a small budget for boosting posts, September-December 2019.

Budget: \$22,000

- \$20,000 for editorial calendar
- \$2,000 for monthly implementation, including up to a \$500/month budget for boosting organic posts

Timing: Editorial calendar written and completed by August 15 for a September-December implementation

Educational and Childcare Sector Toolkit

To continue to educate the community about the strength of Career Education programs and the opportunities afforded to students upon completion of certificates and degrees, Interact Communications will extend the region's brand and showcase the region's programs as they relate to key industry sectors through use of video, radio, digital advertising, and print collateral.

This toolkit will contain the following materials:

- One-minute video, resized for YouTube, Facebook, and Instagram
- 30-second video, resized for YouTube, Facebook, and Instagram
- 1 radio ad
- 1 brochure
- 1 flyer
- 1 poster
- 1 outdoor ad
- 2 digital ads (sized for 7 platforms)

What it Costs: \$10,000

Timing: Completed by October 2019

Website

Interact Communications will design and develop sector-specific pages for the Future BUILT campaign. The sector pages will be added to futurebuilt.org and will allow us to do programmatic marketing and keyword bidding that will send interested students directly to the area of the website that is most relevant to the information they seek.

The landing pages developed will be:

- Advanced Manufacturing
- Advanced Transportation & Logistics
- Agriculture, Water, and Environmental Technologies
- Business & Entrepreneurship
- Education & Childcare Services
- Energy, Construction, and Utilities
- Global Trade
- Health
- Information & Communication Technologies (ICT)/Digital Media
- Life Sciences/Biotech
- Retail/Hospitality/Tourism

The work would include the design and development of one sector page template, the development of an additional ten templated sector web pages (for a total of 11), and updates to the home page to accommodate the new pages.

These new pages will:

- incorporate previously produced sector videos and custom photography taken as part of our recent toolkit development
- use writing and content from the Future BUILT viewbook (no new writing will be produced)
- incorporate student testimonials gathered as part of our recent toolkit development
- provide the option to download flyers/brochures, also developed as part of our recent toolkit development
- be ADA compliant and mobile-responsive

Budget: \$20,000

Media Buying and Direct Mail

Interact Communications will book additional media as outlined in the fee proposal on the following page. In addition, Interact Communications will purchase a mailing list and mail out the postcard already developed as part of our Year 2 Scope of Work.

Budget: \$115,750

Timing: Media will be placed in July. Sector flipbook will be printed by early December. List to be purchased and postcards to be mailed in mid-December.

Printing and Distribution

Interact Communications will utilize funds left over from our current year contract (\$5,000 for CCC Reminder campaign and \$3,010 left in the media buying budget) for print costs associated with the sector flipbook and postcard and any additional costs associated with the postcard. Costs will not exceed \$8,010 without written approval.

Fee Proposal

Marketing to Parents		Cost
Writing and design for four flyers		\$6,000
Translate all flyers into Spanish		\$3,500
PeachJar subscription to send out flyers twice between September-December 2019 to area high schools; unused funds will be reallocated into the media buy		\$3,000
Total cost		\$12,500

Viewbook Sector Flipbooks		Cost
Writing/design		\$6,000
Spanish version		\$3,500
Total cost		\$9,500

Viewbook Updates and Additional Design Work		Cost
Research, write, and update design on viewbook for Year 3 distribution		\$5,000
Additional design and/or writing work, TBD		\$7,000
Total cost		\$12,000

Career Education Social Media and News Editorial Calendar		Cost
Editorial calendar, September 2019-August 2020		\$20,000
Monthly implementation, including a \$500/month budget for boosting organic posts on social media channels, September-December		\$2,000
Total cost		\$22,000

Educational and Childcare Sector Toolkit		Cost
Creation of marketing toolkit for the Education and Childcare sector		\$10,000
Total cost		\$10,000

Website Additions		Cost
Create, code, and develop an additional 11 landing pages, one for each industry sector		\$20,000
Total cost		\$20,000

Media Buying & Direct Mail	Cost
Additional funds to augment digital media buy, including funds for YouTube, social media, and pay per click, August-December 2019	\$38,000
Incorporate OTT (over-the-top) advertising into media buy, December 2019	\$5,000
Additional radio advertising in November and December (\$13,500/month)	\$27,000
Additional outdoor media: 6-week campaign November-December	\$35,000
Postcard mailing and list purchase	\$8,750
Total cost	\$113,750

Total Cost: \$199,750

Signature:

Payment terms are 50% on contract signing, except for the media buy, which will be billed at 100% upon contract signing. Remaining payments are due at completion of project or monthly, if applicable.

Any other services required outside of the stated parameters of this contract will be furnished at our best client pricing under separate contracts. Any changes to the contract will be noted and will require signed authorization in the form of a change order.

This agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein.

Agreed to on behalf of:

South Orange County Community College District

Name/Title

Signature

Date

Agreed to on behalf of:

Interact Communications, Inc.

Cheryl Broom

Cheryl Broom

June 5, 2019

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**
AMENDMENT to AGREEMENT

Amendment No: 02

THIS AMENDMENT to AGREEMENT dated August 28, 2017 between Neudesic, LLC and South Orange County Community College District for the Software Development Services .

The Neudesic, LLC and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Extend term by six months from June 30, 2019 to December 31, 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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

Neudesic LLC

DocuSigned by:

A blue ink signature of Parsa Rohani, written in a cursive style.

B5F0D78F41B44D6...

Signature of Authorized Representative

Parsa Rohani

Print Name:

Print Title: CEO

June 28, 2019 | 14:09 PDT

Date:

Email & Phone:

SOUTH ORANGE COUNTY

COMMUNITY COLLEGE DISTRICT

A blue ink signature of Priya Jerome, written in a cursive style.

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director, Procurement

Date:

6/26/19

Email & Phone: 949-582-4680

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**
AMENDMENT to AGREEMENT

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated May 24, 2018 between Neudesic, LLC and South Orange County Community College District for the Software Development Services .

The Neudesic, LLC and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Extend date on Work Order approved on 5/24/2018, Item 3 by four(4) months from 8/31/2019 to 12/31/2019.

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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

Neudesic LLC

DocuSigned by:

A blue ink signature of Parsa Rohani.

B5F0D78F41B44D6...

Signature of Authorized Representative

Parsa Rohani

Print Name:

CEO

Print Title:

June 27, 2019 | 14:56 PDT

Date:

Email & Phone: (949) 754-5200

Manzur.Shahid@Neduesic.com

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICTA blue ink signature of Priya Jerome.
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director, Procurement

Date:

Email & Phone: 949-582-4680



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated June 25, 2018 between Management Applications, Inc. and South Orange County Community College District for the Software Development Services .

The Management Applications, Inc. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Increase current contract amount for Quality Assurance services by \$20,000 to \$202,000 and User Experience services by \$40,000 to \$228,000 for a new total agreement value \$430,000. Service is good through original 14 month term of August 31, 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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

Management Applications, Inc.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Handwritten signature of Jay A. Bushman in blue ink.

Signature of Authorized Representative

Print Name: JAY A. BUSHMAN

Print Title: PRESIDENT & CEO

Date: 7/5/19

Email & Phone: jbushman@managementapps.com

(703) 626-5252

Handwritten signature of Ann-Marie Gabel in blue ink.

Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: 7/5/19

Email & Phone: 949-582-4680



AMENDMENT NO. 02
TO THE ADA SELF EVALUATION CONSULTANT SERVICES AGREEMENT
FOR THE ADA SELF EVALUATION
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT shall modify the original agreement dated March 26, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Cordoba Corporation hereinafter referred to as CONSULTANT.

WHEREAS, Article 11.15 of the original agreement provides that the agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT;

WHEREAS, Article 4.2 of the original agreement provides for performance of this AGREEMENT by the CONSULTANT for 9 months and Amendment No. 1 extended the term of the AGREEMENT from December 26, 2018 to June 26, 2019;

WHEREAS, Article 6.1 states the Contract Price for the CONSULTANT'S performance of services under this Agreement shall consist of a lump sum price of \$289,000;

WHEREAS, the DISTRICT requires continued consultant services to brief and advise the DISTRICT on its final Analysis Findings and Recommendations;

WHEREAS, the contract value is to remain unchanged; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of the AGREEMENT is therefore extended from June 26, 2019 to October 31, 2019 for a no cost change.

Original Contract Amount	\$289,000
Amendment No. 1 – Lump Sum	\$ 0
Amendment No. 2 – Lump Sum	\$ 0
Total Contract Amount	\$289,000

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.

Cordoba Corporation

BY:



Signature of Authorized Representative

Print Name: George L. Pla

Print Title: President and CEO

Date: 06/20/2019

Email & Phone:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:



Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 7/16/19
Email & Phone: (949)582-4405



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT**

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated June 25, 2018 between iSpace, Inc. and South Orange County Community College District for the Software Development Services .

The iSpace, Inc. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

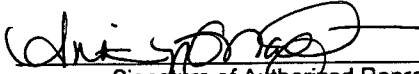
1. Increase current contract amount for Quality Assurance services by \$20,000 to \$222,000. Service is good through original 14 month term of August 31, 2019.

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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.


IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

iSpace, Inc.

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**



Signature of Authorized Representative
Print Name: Anita M Graft
Print Title: Admin Director
Date: July 3, 2019
Email & Phone: anita.graft@ispace.com
310-563-3800



Signature of Authorized Representative
Print Name: Priya Jerome
Print Title: Exec. Director, Procurement
Date: 7/2/19
Email & Phone: 949-582-4680

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Purchase Orders and Checks]

ACTION: Ratification

BACKGROUND

In accordance with the provisions of the California Education Code Sections 81656 and 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders \$5,000 and above amounting to \$39,616,472.43 and an additional 542 purchase orders below \$5,000 amounting to \$588,982.37 for a combined total of \$40,205,454.80 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 1,439 checks in the amount of \$21,091,420.93 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks as listed.



South Orange County Community College District

Purchase Order Ratification (Supplier)

June 21, 2019 through July 28, 2019

PO #	Supplier	Location	Description	Amount
P192961	AAA Electric Motor Sales & Services	IVC	Blanket PO for HVAC Parts and Supplies FY 19-20	7,500.00
P193079	Academic Senate for California Community Colleges	SC	Academic Senate for California Community College Membership FY 19-20	6,778.42
P191530	Airgas USA	SC	Blanket PO for Swimming Pool CO2 FY 19-20	5,000.00
P192642	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Delta Dental Benefits FY 19-20	1,945,000.00
P192633	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Vision Services FY 19-20	626,000.00
P192641	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Delta Dental Benefits FY 19-20	445,000.00
P192636	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Vision Services FY 19-20	124,000.00
P192592	Allsteel c/o Corporate Business Interiors	SOCCCD	Workstations for Payroll Department	7,131.86
P192785	Anixter	IVC	Locksmith Supplies	7,928.93
P193019	Anixter	SC	Parts for IDF Refresh Project	7,315.39
P192707	Asics America Corporation	IVC	Volleyball Uniform Supplies	5,399.75
P193055	ASL Lettering	SC	Football Team Uniform Supplies	13,474.12
P192686	ASL Lettering	SC	Football Team Custom Uniform Supplies	11,023.66
P193023	Assessment Technologies Institute	SC	Test of Essential Academic Skills (TEAS) for the Nursing Program	6,303.38
P192674	AT&T	SC	Blanket PO for Telephone Service FY 19-20	130,000.00
P192965	Battery Systems	IVC	Blanket PO for Battery Supplies FY 19-20	7,500.00
P192807	Blue Violet Networks	IVC	IDEA Building Access Control Updates - CMAS Board Approved 06/25/18	106,034.72
P192555	BSN Sports	SC	Women's Soccer Uniform Supplies	13,185.14
P192791	BSN Sports	IVC	Women's Soccer Uniform Supplies	8,832.35
P192620	BSN Sports	SC	Men's Basketball Team Supplies	5,886.02
P191545	Butler Chemicals	SC	Blanket PO for Supplies for SSC Cafeteria Drain FY 19-20	6,700.00
P191532	Butler Chemicals	SC	Blanket PO for Supplies for Culinary Village Drain FY 19-20	6,500.00
P193054	California Community College Athletic Association	SC	CCC Athletic Association Institutional Membership FY 19-20	13,050.00
P192715	Carolina Biological Supply	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	9,500.00
P192547	CDW Government	IVC	Spectrum Laptops for AV Refresh Project - FCCC Board Approved 06/26/18	43,689.39
P192687	Choice Label	IVC	Blanket PO for Safety & Security Supplies for Parking Permit Machines and Citations FY 19-20	5,000.00
P192996	Clark Security Products	IVC	Blanket PO for Lock/Door Supplies FY 19-20	5,000.00
P192673	Constellation NewEnergy	SC	Blanket PO for Natural Gas Supply FY 19-20	510,000.00
P192650	Corporate Business Interiors	SC	Storage Fees for SC Veteran's Remodel Project	5,844.00
P193058	County of Orange Auditor-Controller	SC	Blanket PO for Surcharge on Parking Citations FY 19-20	125,000.00
P192585	Dell Marketing	IVC	Monitors and Soundbars for AV Refresh Project per Board Resolution #19-03	38,695.90
P192954	Department of Justice	IVC	Blanket PO for Livescan and Fingerprinting Fees FY 19-20	90,000.00
P191609	Eberhard Equipment	SC	Blanket PO for Offsite Equipment Repairs FY 19-20	5,000.00
P192756	Economic Alternatives	IVC	HVAC Supplies	5,418.37
P192681	Educause	SOCCCD	District-wide Membership FY 19-20	8,307.00
P193105	Edvotek	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	5,000.00
P191608	Ewing Irrigation Products	SC	Blanket PO for Irrigation Supplies FY 19-20	20,000.00
P193001	Ewing Irrigation Products	IVC	Blanket PO for Irrigation Supplies FY 19-20	5,000.00
P192794	Federal Express	SOCCCD	Blanket PO for Federal Express Charges FY 19-20	20,000.00
P192648	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Extended Opportunity Programs and Services (EOPS) Bookstore Billing FY 19-20	120,000.00
P193017	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Health and Wellness Center Outreach and Event Supplies FY 19-20	10,000.00
P192643	FHEG Saddleback College Bookstore	SC	Blanket PO for Book Grant Program FY 19-20	12,500.00
P192808	Fisher Scientific Company	SC	Blanket PO for Instructional Supplies for Biology and Microbiology Labs FY 19-20	5,000.00
P192844	Folsom Lake Ford	IVC	Two (2) Ford Explorers for Campus Police	68,338.70
P191607	Freeway Auto Supply	SC	Blanket PO for Transportation Parts FY 19-20	7,000.00
P192710	Fuller Truck Accessories Bruce E. Mihelich	SC	HVAC Van #2 Interior Parts and Supplies	8,046.50
P192649	Galls	IVC	Blanket PO for Police Department Uniforms and Supplies FY 19-20	7,000.00
P192579	GST	IVC	Equipment for AV Refresh Project per Board Resolution #18-28	74,624.57
P193103	Hardy Diagnostics	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	5,000.00
P192934	Henry Schein	SC	Athletic Training Supplies	14,818.49
P193000	Home Depot East Irvine Store #8525	IVC	Blanket PO for Maintenance Supplies FY 19-20	7,500.00
P191606	Home Depot Mission Viejo Store #614	SC	Blanket PO for Maintenance/Grounds/Custodial Supplies FY 19-20	30,000.00
P192640	Hyatt Legal Plans	SOCCCD	Blanket PO for Hyatt Legal Benefits FY 19-20	115,000.00
P192940	Ingardia Brothers Produce	SC	Blanket PO for Grocery Supplies for ATAS and Culinary Arts Department FY 19-20	15,000.00
P192709	Intermountain Lock and Security Supply	SC	Locksmith Supplies	12,579.58
P191637	Intermountain Lock and Security Supply	SC	Blanket PO for Locksmith Supplies FY 19-20	5,000.00
P191636	Irvine Pipe & Supply	SC	Blanket PO for Plumbing Supplies FY 19-20	7,000.00
P191612	Jacobsen	SC	Blanket PO for Mower & Cart Parts for Transportation FY 19-20	5,000.00
P192999	Johnstone Supply	IVC	Blanket PO for HVAC Parts and Supplies FY 19-20	12,500.00
P193002	Johnstone Supply	IVC	HVAC Parts and Supplies	10,719.65
P191611	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Parts and Supplies FY 19-20	10,500.00
P192899	Keenan & Associates	SOCCCD	Builder's Risk Coverage for Athletics Stadium Project	38,204.00
P193111	Keenan & Associates	SOCCCD	Annual Cyber Liability Insurance Premium FY 19-20	13,103.00
P192725	Keenan & Associates	SOCCCD	Media Liability Insurance FY 19-20	5,452.00
P192621	Kelly Paper	SC	Blanket PO for Copy Center Supplies FY 19-20	9,000.00
P191610	Knorr Systems	SC	Blanket PO for Pool Supplies FY 19-20	30,000.00
P192375	Main Graphics	IVC	Blanket PO for College Business Cards FY 19-20	5,000.00
P192263	Micro Center	IVC	Blanket PO for Technology Services Supplies FY 19-20	8,000.00
P192670	Moulton-Niguel Water District	SC	Blanket PO for Water Service FY 19-20	174,000.00
P192608	Orange County Business Council	SOCCCD	Annual Membership FY 19-20	25,000.00
P193092	Orange County Department of Education	SOCCCD	Blanket PO for Courier Service FY 19-20	5,000.00
P192897	Pacific Coachways Charter Services	SC	Blanket PO for Athletic Teams Transportation Services FY 19-20	10,000.00
P192921	Pacific Coast Entertainment	IVC	Blanket PO for Theatre Department Production Supplies FY 19-20	7,000.00
P191872	Pacwest Air Filter	SC	Blanket PO for HVAC Supplies FY 19-20	5,500.00
P192711	Parkhouse Tire	SC	Blanket PO for Transportation Supplies FY 19-20	6,857.79
P192437	Penguin Random House	SC	"Educated" Books for One Book, One College Program	39,518.57
P192998	Pharmedix	IVC	Blanket PO for Medications for Health and Wellness Center FY 19-20	5,000.00
P192629	PIPS c/o Keenan & Associates	SOCCCD	Protected Insurance Program for Schools (PIPS) FY 19-20	1,823,627.00
P192978	Pitney Bowes	SOCCCD	Blanket PO for Funds for Postage FY 19-20	30,000.00



South Orange County Community College District

Purchase Order Ratification (Supplier)

June 21, 2019 through July 28, 2019

PO #	Supplier	Location	Description	Amount
P193057	PJ Printers	SC	Printing of Wall Literary Journal, 2019 Edition	6,737.14
P192799	Quest Diagnostics	IVC	Blanket PO for Medical Supplies FY 19-20	5,000.00
P192624	Quest Diagnostics	SC	Blanket PO for Student Health Center Supplies FY 19-20	5,000.00
P191871	RDO Water	SC	Blanket PO for Irrigation Parts and Supplies for Grounds FY 19-20	10,000.00
P192638	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Life Insurance Benefits FY 19-20	475,000.00
P192639	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Long-Term Disability Benefits FY 19-20	175,000.00
P193100	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning FY 19-20	10,000.00
P192898	Repro Xpress	SOCCCD	Blanket PO for Printing of Plans and Submittals FY 19-20	5,000.00
P192726	Ricoh USA	SC	Blanket PO for Walk-up Copier Leases/Maintenance for Copy Center FY 19-20	23,736.00
P192717	Ricoh USA	SC	Blanket PO for Copier Leases/Maintenance for Copy Center FY 19-20	20,000.00
P192728	Ricoh USA	IVC	Blanket PO for Copier Lease/Maintenance FY 19-20	8,600.00
P192669	Riddell All American	SC	Football Team Helmets	7,979.93
P192919	S & B Foods	IVC	Blanket PO for Food Orders for Veterans Resource Center Events FY 19-20	5,000.00
P193007	S & B Foods	IVC	Blanket PO for Food Orders for Health and Wellness Center Events and Outreach FY 19-20	5,000.00
P193116	Saddleback Warehouse	IVC	Copy Paper	9,152.00
P192671	San Diego Gas & Electric	SOCCCD	Blanket PO for Saddleback College Electrical Service FY 19-20	1,240,000.00
P192199	Sapphire Catering	SOCCCD	Blanket PO for Refreshments for Board of Trustees Meetings FY 19-20	9,500.00
P191942	SC Fuels	SC	Blanket PO for Fuel for Transportation FY 19-20	60,000.00
P192685	Schools First Federal Credit Union	SOCCCD	Sabbatical Leave Bonds FY 19-20	6,773.00
P192852	Sehi Computer Products	SC	Computers and Monitors for SSC 140 per Board Resolution #18-07	7,281.17
P192662	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for Health Benefits FY 19-20	22,920,000.00
P192635	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for Retiree Health Benefits FY 19-20	6,000,000.00
P192968	Smart & Final	SC	Blanket PO for Grocery Supplies for ATAS and Culinary Arts Department FY 19-20	6,000.00
P191798	Smart Levels Mailing & Printing	SC	Blanket PO for Printing Services for Community Education Programming FY 19-20	20,000.00
P192672	Southern California Gas Company	SC	Blanket PO for Natural Gas Transportation Service FY 19-20	184,000.00
P192745	State of California Department of General Services	IVC	DSA Fees for Access Control Project	6,750.00
P192920	Study in the USA	IVC	Internet Advertisements for International Student Program	7,525.00
P192658	SWACC c/o Keenan & Associates	SOCCCD	Member Contribution FY 19-20	890,066.00
P192843	Sysco Los Angeles	SC	Blanket PO for Food and Supplies for Child Development Center FY 19-20	5,000.00
P193059	Traffic Management Products	SC	Blanket PO for Safety & Security Parking Signs FY 19-20	8,000.00
P191979	Tuttle-Click Ford	SC	Blanket PO for Transportation Parts FY 19-20	5,000.00
P192960	Uline	IVC	Blanket PO for Supplies for Performing Arts FY 19-20	8,000.00
P192752	United Interiors	IVC	Conference Room Chairs	11,238.10
P192796	United Interiors	IVC	Furniture for Extended Opportunity Programs and Services (EOPS) Office	8,403.57
P192637	Unum Life Insurance Company	SOCCCD	Blanket PO for Long-Term Care Benefits FY 19-20	70,000.00
P192222	Verizon Wireless	SC	Blanket PO for Verizon Mobile Hotspot for Off Campus Testing and Classes FY 19-20	8,950.00
P191944	Village Nurseries	SC	Blanket PO for Plant Supplies for Grounds FY 19-20	10,000.00
P191943	Vista Paint	SC	Blanket PO for Paint Supplies FY 19-20	5,000.00
P192754	W. W. Grainger	IVC	HVAC Supplies	5,463.18
P192753	WAXIE Sanitary Supply	SC	Custodial Supplies	9,293.44
P193115	WAXIE Sanitary Supply	IVC	Custodial Supplies	6,464.73
P192706	Wells Fargo #2785	SC	Google AdWords Campaign for Fall 2019	7,500.00
P192626	Wells Fargo #4772	SOCCCD	Blanket PO for Credit Card Processing Fees for Student Registration FY 19-20	16,000.00
P193010	Western Real Estate Business Magazine	SOCCCD	Blanket PO for Advertisements for ATEP Programs FY 19-20	7,500.00
P192909	WestSide Building Material	SC	Maintenance Supplies	7,870.92
P191980	Willy's Auto Upholstery	SC	Blanket PO for Offsite Repair of Vehicle Seats FY 19-20	8,000.00
P193056	Wright Express FSC	SOCCCD	Blanket PO for Shell Fuel FY 19-20	36,000.00
P192727	Wright Express FSC	SOCCCD	Blanket PO for Chevron Fuel FY 19-20	8,300.00
P191970	Xerox Corporation	SOCCCD	Blanket PO for Copier Lease/Maintenance for Chancellor's Office FY 19-20	15,000.00
Total Purchase Orders \$5,000 and Above				39,616,472.43
542 Purchase Orders Under \$5,000				588,982.37
Total Purchase Orders				40,205,454.80



South Orange County Community College District

Purchase Order Ratification (Amount)

June 21, 2019 through July 28, 2019

PO #	Supplier	Location	Description	Amount
P192662	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for Health Benefits FY 19-20	22,920,000.00
P192635	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for Retiree Health Benefits FY 19-20	6,000,000.00
P192642	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Delta Dental Benefits FY 19-20	1,945,000.00
P192629	PIPS c/o Keenan & Associates	SOCCCD	Protected Insurance Program for Schools (PIPS) FY 19-20	1,823,627.00
P192671	San Diego Gas & Electric	SOCCCD	Blanket PO for Saddleback College Electrical Service FY 19-20	1,240,000.00
P192658	SWACC c/o Keenan & Associates	SOCCCD	Member Contribution FY 19-20	890,066.00
P192633	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Vision Services FY 19-20	626,000.00
P192673	Constellation NewEnergy	SC	Blanket PO for Natural Gas Supply FY 19-20	510,000.00
P192638	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Life Insurance Benefits FY 19-20	475,000.00
P192641	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Delta Dental Benefits FY 19-20	445,000.00
P192672	Southern California Gas Company	SC	Blanket PO for Natural Gas Transportation Service FY 19-20	184,000.00
P192639	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Long-Term Disability Benefits FY 19-20	175,000.00
P192670	Moulton-Niguel Water District	SC	Blanket PO for Water Service FY 19-20	174,000.00
P192674	AT&T	SC	Blanket PO for Telephone Service FY 19-20	130,000.00
P193058	County of Orange Auditor-Controller	SC	Blanket PO for Surcharge on Parking Citations FY 19-20	125,000.00
P192636	Alameda County Schools Insurance Group	SOCCCD	Blanket PO for Vision Services FY 19-20	124,000.00
P192648	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Extended Opportunity Programs and Services (EOPS) Bookstore Billing FY 19-20	120,000.00
P192640	Hyatt Legal Plans	SOCCCD	Blanket PO for Hyatt Legal Benefits FY 19-20	115,000.00
P192807	Blue Violet Networks	IVC	IDEA Building Access Control Updates - CMAS Board Approved 06/25/18	106,034.72
P192954	Department of Justice	IVC	Blanket PO for Livescan and Fingerprinting Fees FY 19-20	90,000.00
P192579	GST	IVC	Equipment for AV Refresh Project per Board Resolution #18-28	74,624.57
P192637	Unum Life Insurance Company	SOCCCD	Blanket PO for Long-Term Care Benefits FY 19-20	70,000.00
P192844	Folsom Lake Ford	IVC	Two (2) Ford Explorers for Campus Police	68,338.70
P191942	SC Fuels	SC	Blanket PO for Fuel for Transportation FY 19-20	60,000.00
P192547	CDW Government	IVC	Spectrum Laptops for AV Refresh Project - FCCC Board Approved 06/26/18	43,689.39
P192437	Penguin Random House	SC	"Educated" Books for One Book, One College Program	39,518.57
P192585	Dell Marketing	IVC	Monitors and Soundbars for AV Refresh Project per Board Resolution #19-03	38,695.90
P192899	Keenan & Associates	SOCCCD	Builder's Risk Coverage for Athletics Stadium Project	38,204.00
P193056	Wright Express FSC	SOCCCD	Blanket PO for Shell Fuel FY 19-20	36,000.00
P191606	Home Depot Mission Viejo Store #614	SC	Blanket PO for Maintenance/Grounds/Custodial Supplies FY 19-20	30,000.00
P191610	Knorr Systems	SC	Blanket PO for Pool Supplies FY 19-20	30,000.00
P192978	Pitney Bowes	SOCCCD	Blanket PO for Funds for Postage FY 19-20	30,000.00
P192608	Orange County Business Council	SOCCCD	Annual Membership FY 19-20	25,000.00
P192726	Ricoh USA	SC	Blanket PO for Walk-up Copier Leases/Maintenance for Copy Center FY 19-20	23,736.00
P191608	Ewing Irrigation Products	SC	Blanket PO for Irrigation Supplies FY 19-20	20,000.00
P192794	Federal Express	SOCCCD	Blanket PO for Federal Express Charges FY 19-20	20,000.00
P192717	Ricoh USA	SC	Blanket PO for Copier Leases/Maintenance for Copy Center FY 19-20	20,000.00
P191798	Smart Levels Mailing & Printing	SC	Blanket PO for Printing Services for Community Education Programming FY 19-20	20,000.00
P192626	Wells Fargo #4772	SOCCCD	Blanket PO for Credit Card Processing Fees for Student Registration FY 19-20	16,000.00
P192940	Ingardia Brothers Produce	SC	Blanket PO for Grocery Supplies for ATAS and Culinary Arts Department FY 19-20	15,000.00
P191970	Xerox Corporation	SOCCCD	Blanket PO for Copier Lease/Maintenance for Chancellor's Office FY 19-20	15,000.00
P192934	Henry Schein	SC	Athletic Training Supplies	14,818.49
P193055	ASL Lettering	SC	Football Team Uniform Supplies	13,474.12
P192555	BSN Sports	SC	Women's Soccer Uniform Supplies	13,185.14
P193111	Keenan & Associates	SOCCCD	Annual Cyber Liability Insurance Premium FY 19-20	13,103.00
P193054	California Community College Athletic Association	SC	CCC Athletic Association Institutional Membership FY 19-20	13,050.00
P192709	Intermountain Lock and Security Supply	SC	Locksmith Supplies	12,579.58
P192643	FHEG Saddleback College Bookstore	SC	Blanket PO for Book Grant Program FY 19-20	12,500.00
P192999	Johnstone Supply	IVC	Blanket PO for HVAC Parts and Supplies FY 19-20	12,500.00
P192752	United Interiors	IVC	Conference Room Chairs	11,238.10
P192686	ASL Lettering	SC	Football Team Custom Uniform Supplies	11,023.66
P193002	Johnstone Supply	IVC	HVAC Parts and Supplies	10,719.65
P191611	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Parts and Supplies FY 19-20	10,500.00
P193017	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Health and Wellness Center Outreach and Event Supplies FY 19-20	10,000.00
P192897	Pacific Coachways Charter Services	SC	Blanket PO for Athletic Teams Transportation Services FY 19-20	10,000.00
P191871	RDO Water	SC	Blanket PO for Irrigation Parts and Supplies for Grounds FY 19-20	10,000.00
P193100	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning FY 19-20	10,000.00
P191944	Village Nurseries	SC	Blanket PO for Plant Supplies for Grounds FY 19-20	10,000.00
P192715	Carolina Biological Supply	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	9,500.00
P192199	Sapphire Catering	SOCCCD	Blanket PO for Refreshments for Board of Trustees Meetings FY 19-20	9,500.00
P192753	WAXIE Sanitary Supply	SC	Custodial Supplies	9,293.44
P193116	Saddleback Warehouse	IVC	Copy Paper	9,152.00
P192621	Kelly Paper	SC	Blanket PO for Copy Center Supplies FY 19-20	9,000.00
P192222	Verizon Wireless	SC	Blanket PO for Verizon Mobile Hotspot for Off Campus Testing and Classes FY 19-20	8,950.00
P192791	BSN Sports	IVC	Women's Soccer Uniform Supplies	8,832.35
P192728	Ricoh USA	IVC	Blanket PO for Copier Lease/Maintenance FY 19-20	8,600.00
P192796	United Interiors	IVC	Furniture for Extended Opportunity Programs and Services (EOPS) Office	8,403.57
P192681	Educause	SOCCCD	District-wide Membership FY 19-20	8,307.00
P192727	Wright Express FSC	SOCCCD	Blanket PO for Chevron Fuel FY 19-20	8,300.00
P192710	Fuller Truck Accessories Bruce E. Mihelich	SC	HVAC Van #2 Interior Parts and Supplies	8,046.50
P192263	Micro Center	IVC	Blanket PO for Technology Services Supplies FY 19-20	8,000.00
P193059	Traffic Management Products	SC	Blanket PO for Safety & Security Parking Signs FY 19-20	8,000.00
P192960	Uline	IVC	Blanket PO for Supplies for Performing Arts FY 19-20	8,000.00
P191980	Willy's Auto Upholstery	SC	Blanket PO for Offsite Repair of Vehicle Seats FY 19-20	8,000.00
P192669	Riddell All American	SC	Football Team Helmets	7,979.93
P192785	Anixter	IVC	Locksmith Supplies	7,928.93
P192909	WestSide Building Material	SC	Maintenance Supplies	7,870.92
P192920	Study in the USA	IVC	Internet Advertisements for International Student Program	7,525.00
P192961	AAA Electric Motor Sales & Services	IVC	Blanket PO for HVAC Parts and Supplies FY 19-20	7,500.00



South Orange County Community College District

Purchase Order Ratification (Amount)

June 21, 2019 through July 28, 2019

PO #	Supplier	Location	Description	Amount
P192965	Battery Systems	IVC	Blanket PO for Battery Supplies FY 19-20	7,500.00
P193000	Home Depot East Irvine Store #8525	IVC	Blanket PO for Maintenance Supplies FY 19-20	7,500.00
P192706	Wells Fargo #2785	SC	Google AdWords Campaign for Fall 2019	7,500.00
P193010	Western Real Estate Business Magazine	SOCCCD	Blanket PO for Advertisements for ATEP Programs FY 19-20	7,500.00
P193019	Anixter	SC	Parts for IDF Refresh Project	7,315.39
P192852	Sehi Computer Products	SC	Computers and Monitors for SSC 140 per Board Resolution #18-07	7,281.17
P192592	Allsteel c/o Corporate Business Interiors	SOCCCD	Workstations for Payroll Department	7,131.86
P191607	Freeway Auto Supply	SC	Blanket PO for Transportation Parts FY 19-20	7,000.00
P192649	Galls	IVC	Blanket PO for Police Department Uniforms and Supplies FY 19-20	7,000.00
P191636	Irvine Pipe & Supply	SC	Blanket PO for Plumbing Supplies FY 19-20	7,000.00
P192921	Pacific Coast Entertainment	IVC	Blanket PO for Theatre Department Production Supplies FY 19-20	7,000.00
P192711	Parkhouse Tire	SC	Blanket PO for Transportation Supplies FY 19-20	6,857.79
P193079	Academic Senate for California Community Colleges	SC	Academic Senate for California Community College Membership FY 19-20	6,778.42
P192685	Schools First Federal Credit Union	SOCCCD	Sabbatical Leave Bonds FY 19-20	6,773.00
P192745	State of California Department of General Services	IVC	DSA Fees for Access Control Project	6,750.00
P193057	PJ Printers	SC	Printing of Wall Literary Journal, 2019 Edition	6,737.14
P191545	Butler Chemicals	SC	Blanket PO for Supplies for SSC Cafeteria Drain FY 19-20	6,700.00
P191532	Butler Chemicals	SC	Blanket PO for Supplies for Culinary Village Drain FY 19-20	6,500.00
P193115	WAXIE Sanitary Supply	IVC	Custodial Supplies	6,464.73
P193023	Assessment Technologies Institute	SC	Test of Essential Academic Skills (TEAS) for the Nursing Program	6,303.38
P192968	Smart & Final	SC	Blanket PO for Grocery Supplies for ATAS and Culinary Arts Department FY 19-20	6,000.00
P192620	BSN Sports	SC	Men's Basketball Team Supplies	5,886.02
P192650	Corporate Business Interiors	SC	Storage Fees for SC Veteran's Remodel Project	5,844.00
P191872	Pacwest Air Filter	SC	Blanket PO for HVAC Supplies FY 19-20	5,500.00
P192754	W. W. Grainger	IVC	HVAC Supplies	5,463.18
P192725	Keenan & Associates	SOCCCD	Media Liability Insurance FY 19-20	5,452.00
P192756	Economic Alternatives	IVC	HVAC Supplies	5,418.37
P192707	Asics America Corporation	IVC	Volleyball Uniform Supplies	5,399.75
P191530	Airgas USA	SC	Blanket PO for Swimming Pool CO2 FY 19-20	5,000.00
P192687	Choice Label	IVC	Blanket PO for Safety & Security Supplies for Parking Permit Machines and Citations FY 19-20	5,000.00
P192996	Clark Security Products	IVC	Blanket PO for Lock/Door Supplies FY 19-20	5,000.00
P191609	Eberhard Equipment	SC	Blanket PO for Offsite Equipment Repairs FY 19-20	5,000.00
P193105	Edvotek	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	5,000.00
P193001	Ewing Irrigation Products	IVC	Blanket PO for Irrigation Supplies FY 19-20	5,000.00
P192808	Fisher Scientific Company	SC	Blanket PO for Instructional Supplies for Biology and Microbiology Labs FY 19-20	5,000.00
P193103	Hardy Diagnostics	IVC	Blanket PO for Materials and Supplies for Biology Courses FY 19-20	5,000.00
P191637	Intermountain Lock and Security Supply	SC	Blanket PO for Locksmith Supplies FY 19-20	5,000.00
P191612	Jacobsen	SC	Blanket PO for Mower & Cart Parts for Transportation FY 19-20	5,000.00
P192375	Main Graphics	IVC	Blanket PO for College Business Cards FY 19-20	5,000.00
P193092	Orange County Department of Education	SOCCCD	Blanket PO for Courier Service FY 19-20	5,000.00
P192998	Pharmedix	IVC	Blanket PO for Medications for Health and Wellness Center FY 19-20	5,000.00
P192799	Quest Diagnostics	IVC	Blanket PO for Medical Supplies FY 19-20	5,000.00
P192624	Quest Diagnostics	SC	Blanket PO for Student Health Center Supplies FY 19-20	5,000.00
P192898	Repro Xpress	SOCCCD	Blanket PO for Printing of Plans and Submittals FY 19-20	5,000.00
P192919	S & B Foods	IVC	Blanket PO for Food Orders for Veterans Resource Center Events FY 19-20	5,000.00
P193007	S & B Foods	IVC	Blanket PO for Food Orders for Health and Wellness Center Events and Outreach FY 19-20	5,000.00
P192843	Sysco Los Angeles	SC	Blanket PO for Food and Supplies for Child Development Center FY 19-20	5,000.00
P191979	Tuttle-Click Ford	SC	Blanket PO for Transportation Parts FY 19-20	5,000.00
P191943	Vista Paint	SC	Blanket PO for Paint Supplies FY 19-20	5,000.00
Total Purchase Orders \$5,000 and Above				39,616,472.43
542 Purchase Orders Under \$5,000				588,982.37
Total Purchase Orders				40,205,454.80



South Orange County Community College District

Check Ratification

June 21, 2019 through July 28, 2019

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,185	10,844,527.02
07 IVC Community Education	1	21,710.43
09 SC Community Education	36	71,798.23
12 Child Development	13	75,656.98
40 Capital Outlay	136	9,463,146.97
68 Self Insurance	3	9,205.44
71 Retiree Benefit	2	501,648.32
95 SC Associated Student Government	31	33,804.97
96 IVC Associated Student Government	32	69,922.57
Total	1,439	21,091,420.93

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$92,600 for equipment, supplies and maintenance projects.

STATUS

From June 13, 2019, through July 21, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 186 total contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	84	\$5,000-\$200,000	\$2,564,612.76
B	21	\$ Zero Value	\$0.00
C	3	\$15,000-\$200,000	\$254,696.00
N/A	78	Under \$5,000	\$164,453.82
TOTAL	186		\$2,983,762.58

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify all of the contracts as listed.



June 13, 2019 through July 21, 2019
Contracts with Values between \$5,000 and \$200,000
Board Date: August 26, 2019

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>Adam J. Velardo</u> Professional Services Agreement (Amend No.01) – No-cost revision to update insurance provision of the contract for the district-wide security enhancement project through 6/30/2020. District Services	\$177,000.00
<u>ComputerLand</u> Software License Agreement – Renewal of Adobe subscription from 7/1/2019 to 6/30/2022. Saddleback College	\$170,473.50
<u>ArbiterSports, LLC</u> User Agreement – To provide game officials for various athletic events utilizing an online web-based system from 7/1/2019 to 6/30/2024. Saddleback College	\$150,000.00
<u>The Coast Vintage Market LLC</u> License to Use Agreement – To operate a monthly vintage flea market on parking lots 9 and 10 from 7/1/2019 to 6/30/2021. Saddleback College	\$142,384.00 Revenue
<u>Advance Beauty College, Inc.</u> Professional Services Agreement – To provide vocational training for Cosmetology students from 7/1/2019 to 3/30/2020. Saddleback College	\$113,000.00
<u>Community College League of California</u> Membership Agreement – For annual renewal of online library databases from 7/1/2019 to 6/30/2020. Saddleback College	\$103,259.27
<u>Keenan & Associates</u> Professional Services Agreement – To provide property and casualty claims administration services from 7/1/2019 to 6/30/2022. District Services	\$90,000.00
<u>Robert Valentino dba Lean Coach, LLC</u> Professional Services Agreement (Amend No. 1) – No-cost amendment to effectuate name change from Robert Valentino to Robert Valentino dba Lean Coach, LLC through 4/30/2020. Saddleback College	\$86,000.00

<u>Environmental Planning Development Solutions, Inc.</u> Professional Services Agreement – For California Environmental Quality Act (CEQA) compliance services related to ATAS Building Project from 7/10/2019 to 7/10/2022. District Services	\$80,625.00
<u>Good for Nothing, Inc.</u> Educational Services Agreement (Amend No. 1) – To increase contract value by \$30,000 from current agreement amount of \$50,000 for additional filming classes through 6/30/2020. Saddleback College	\$80,000.00
<u>Chaffey College</u> Memorandum of Understanding – Subaward funds received from the California Employment Training Panel (ETP) to provide local companies with workforce training from 7/1/2019 to 6/30/2020. Saddleback College	\$75,000.00 Revenue
<u>Interact Communications</u> Professional Services Agreement – To provide a marketing and communication campaign including an analysis to promote student enrollment and retention from 7/1/2019 to 12/20/2019. Saddleback College	\$73,500.00
<u>Foundation for California Community Colleges</u> Career Catalyst Program Agreement (Amend No. 2) – To increase contract value by \$15,000 from current agreement amount of \$38,501 in support of the Education Futures Grant and to extend term by eighteen months through 12/31/2020. Saddleback College	\$53,501.00 Revenue
<u>Saddleback Rider Training</u> Educational Services Agreement – To provide motorcycle and 3-wheel training programs for Community Education program from 7/1/2019 to 6/30/2020. Saddleback College	\$51,750.00
<u>Ramboll</u> Professional Services Agreement – To provide monitoring, advising, and remediation environmental services for the ATEP site from 7/1/2019 to 6/30/2024. District Services	\$50,000.00
<u>CDW-G</u> Software License Agreement – Annual renewal of VMware subscription from 7/31/2019 to 7/30/2020. District Services	45,231.96
<u>Goodwill Industries of Orange County, CA dba DEAFinitely Professional Interpreting Services</u> Professional Services Agreement – To support hearing impaired students who require interpreting or captioning services from 7/1/2019 to 6/30/2020. Saddleback College	\$40,000.00
<u>PlanNet Consulting, LLC</u> Professional Services Agreement – To provide consulting for the Classroom Technology Refresh Project at Saddleback and Irvine Valley Colleges from 7/1/2019 to 8/30/2019. District Services	\$36,790.00

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

<u>Aztec Software</u> Software License Agreement – Annual renewal of Kaplan GED and HiSET licenses for the high school equivalency test from 9/16/2019 to 9/15/2020. Saddleback College	\$36,725.00
<u>ThreeForks, Inc.</u> Professional Services Agreement – To provide system assessment of PowerFAIDS, for its integration with MySite and other campus systems from 7/1/2019 to 6/30/2021. Irvine Valley College	\$36,300.00
<u>North Texas Evaluation Center, Inc.</u> Professional Services Agreement – To provide evaluation services for the National Science Foundation (NSF) Optics, Photonics, and Lasers Technical Education Coordination (OPAL-TEC) grant from 7/1/2019 to 8/31/2021. Irvine Valley College	\$34,350.00
<u>Interact Communications</u> Professional Services Agreement – To provide marketing services for the Career Education program from 7/1/2019 to 12/31/2019. Irvine Valley College	\$32,068.00
<u>Cultiver Group, Inc.</u> Independent Contractor Agreement – To provide customized training to support coaching needs within the organization from 7/1/2019 to 1/1/2020. Irvine Valley College	\$30,000.00
<u>Harold Martin</u> Independent Contractor Agreement – To provide self-assessment and career readiness training to veteran students for the Innovation Grant from 7/1/2019 to 6/30/2020. Irvine Valley College	\$30,000.00
<u>Phoenix Group Information Systems</u> Software License Agreement (Amend No. 1) – To increase contract value by \$3,500 from current agreement amount of \$23,000 for additional parking citation management services through 6/30/2019. Irvine Valley College	\$26,500.00
<u>McKnight & Associates, Inc.</u> Professional Services Agreement – To provide classification and compensation services for Human Resources from 7/1/2019 to 7/31/2019. District Services	\$25,200.00
<u>Pacific Clinics</u> Educational Services Agreement – To receive for-credit mental health courses from 7/1/2019 to 6/30/2020. Saddleback College	\$24,840.00 Revenue
<u>Forensic Analytical Consulting Services</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$8,900 from current agreement amount of \$12,500 for additional environmental testing through 8/12/2019. Irvine Valley College	\$21,400.00

<u>DUO Security, Inc.</u> Software License Agreement – Annual renewal of DUO Access, two-factor authentication software from 7/1/2019 to 6/30/2020. District Services	\$21,200.00
<u>Infiniti Consulting Group, Inc.</u> Professional Services Agreement – To provide patches and updates to support the email exchange server from 7/8/2019 to 10/1/2019. District Services	\$20,130.00
<u>Vendini, Inc.</u> Member Service Agreement (Amend No. 1) – To increase contract value by \$750 from current agreement amount of \$20,000 for online box office ticketing services through 6/30/2019. Saddleback College	\$20,750.00
<u>Foundation for California Community Colleges</u> Memorandum of Understanding – For use of the Facilities Utilization and Space Inventory Options Network (FUSION) database and reporting tool from 7/1/2019 to 6/30/2020. District Services	\$20,562.34
<u>Economic Modeling, LLC of Moscow, Idaho</u> Software License Agreement – Annual renewal of Analyst TM data analysis application from 7/1/2019 to 6/30/2020. District Services	\$20,000.00
<u>Arroyo Trabuco Golf Club</u> Facility Use and Catering Agreement (Amend No. 1) – To increase contract value by \$7,268.35 from current agreement amount of \$11,025.12 for additional participants at the Athletics Annual Golf Tournament through 5/30/2019. Saddleback College Foundation	\$18,293.47
<u>Shaw HR Consulting</u> Professional Services Agreement – To provide human resources training and consulting from 7/1/2019 to 6/30/2020. District Services	\$18,000.00
<u>W. Colston Leigh, Inc.</u> Guest Speaker Agreement – For author, Tara Westover, to present at One Book, One College event on 4/29/2020. Saddleback College	\$18,000.00
<u>Graylog, Inc.</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$5,000 from current agreement amount of \$12,500 for additional security incident monitoring services and to extend term by six months through 12/31/2019. District Services	\$17,500.00
<u>Advanced Exercise</u> Professional Services Agreement (Change Order No. 1) – To increase contract value by \$1,561.51 for additional subfloor repair in the baseball field dugouts through 4/15/2019. Saddleback College	\$17,178.02

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

<u>First Student, Inc.</u> Independent Contractor Agreement – To provide transportation services for Adult Education classes at Silverado High School from 6/3/2019 to 6/28/2020. Saddleback College	\$16,000.00
<u>First Student, Inc.</u> Independent Contractor Agreement – To provide transportation services for Adult Education program field trips from 7/2/2019 to 6/30/2020. Saddleback College	\$16,000.00
<u>Dustin Vending Enterprises, LLC</u> Vending Machine Services Agreement (Amend No. 2) – To effectuate changes to contract termination provision and exercise first of three one-year options through 8/31/2020. Saddleback College	\$15,000.00 Revenue
<u>Hawaiian Island Unlimited Consulting Services</u> Professional Services Agreement – To provide grant evaluation services for Asian American Native American Pacific Islander Serving Institutions (AANAPISI) Grant from 7/1/2019 to 9/30/2020. Irvine Valley College	\$15,000.00
<u>SESAC Performing Rights, LLC</u> Music Licensing Agreement – License to play copyright music from 1/1/2019 to 12/31/2019. Irvine Valley College and Saddleback College	\$15,000.00
<u>C.E.M. LAB CORP.</u> Professional Services Agreement – To provide geotechnical, testing and special inspection services for the B200 Physical Sciences Project from 5/14/2019 to 11/15/2019. Irvine Valley College	\$14,975.00
<u>Haitbrink Asphalt Paving, Inc.</u> Field Services Agreement – To provide a new driveway for the Student Activity Center (SAC) from 7/1/2019 to 8/9/2019. Irvine Valley College	\$14,972.00
<u>Administrative Software Applications, Inc. (ASAP)</u> Software License Agreement – Annual renewal of software to monitor student data for Adult Education program from 7/1/2019 to 6/30/2020. Saddleback College	\$14,560.00
<u>Redrock Security & Cabling, Inc.</u> Independent Contractor Agreement – To provide annual security system equipment maintenance for science, and M1 and M2 buildings from 7/1/2019 to 6/30/2020. Saddleback College	\$14,000.00

<u>P2S Inc.</u> Engineering Services Agreement – To provide engineering design services for M400 IT Warehouse Project from 6/1/2019 to 5/31/2020. Irvine Valley College	\$13,900.00
<u>BrainStorm Studios, LLC</u> Educational Services Agreement – To provide STEM Education classes for Community Education programs from 6/17/2019 to 8/9/2019. Irvine Valley College	\$13,740.00
<u>Knowland Construction Services</u> Professional Services Agreement – To provide interim Division of State Architect (DSA) inspection services for the Saddleback College Stadium and Site Improvement Project from 6/13/2019 to 6/25/2019. District Services	\$13,176.00
<u>I-ESTEAM, Inc. dba Bytes & Bots</u> Educational Services Agreement – To provide STEM classes for Community Education programs from 7/8/2019 to 8/2/2019. Irvine Valley College	\$12,800.00
<u>PerkinElmer Informatics, Inc.</u> Software License Agreement – For ChemDraw Prime drawing tool used by the chemistry department from 7/1/2019 to 6/30/2020. Saddleback College	\$12,672.00
<u>OC United</u> Independent Contractor Agreement - To provide parenting classes for the Foster and Kinship Care Education (FKCE) program from 7/1/2019 to 6/30/2020. Saddleback College	\$12,640.00
<u>Agile Sports Technologies, Inc. dba Hudl</u> Software License Agreement – Online video editing and analysis, and coaching tools used by the athletic department from 7/15/2019 to 7/14/2020. Saddleback College	\$12,600.00
<u>Lighter Than Air Balloons</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$7,000 from current agreement amount of \$5,000 for balloon services through 6/30/2020. Irvine Valley College	\$12,000.00
<u>KOM Software</u> Software License Agreement – Annual renewal of data security software from 7/1/2019 to 6/30/2020. District Services	\$11,480.00
<u>Dana Wharf Sportfishing</u> Independent Contractor Agreement – For charter boat services to support Oceanography and Marine Biology classes from 8/1/2019 to 6/30/2021. Saddleback College	\$11,200.00

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

<u>ZAPP Pest Management</u> Field Services Agreement – To provide annual pest control services from 7/1/2019 to 6/30/2020. Irvine Valley College	\$10,380.00
<u>Economic Modeling, LLC of Moscow, Idaho</u> Software License Agreement – Annual renewal of Career Coach license, for labor market information from 6/1/2019 to 5/31/2020. Saddleback College	\$10,000.00
<u>Tawny Marcus</u> Independent Contractor Agreement – To provide design services for District rebrand and logo development from 3/22/2019 to 3/21/2020. District Services	\$10,000.00
<u>Educational Credit Management Corporation (ECMC)</u> Software License Agreement – LoanTracker application for loan default prevention from 5/1/2019 to 5/1/2022. Irvine Valley College	\$9,900.00
<u>Artisan Glass & Design, Inc.</u> Field Services Agreement – To install glass wall panels and doors in the Learning Resources Center building from 6/17/2019 to 9/17/2019. Saddleback College	\$9,829.00
<u>Siteimprove, Inc.</u> Software License Agreement – Annual renewal of website optimization software from 7/1/2019 to 6/30/2020. Saddleback College	\$9,690.00
<u>The Kings of Concrete Polishing</u> Field Services Agreement – To refinish concrete floor in the Print Studio from 6/20/2019 to 8/16/2019. Irvine Valley College	\$9,425.00
<u>Pacific Parking Systems, Inc.</u> Independent Contractor Agreement – Preventative maintenance and extended warranty agreement for parking stations from 7/1/2019 to 6/30/2020. Irvine Valley College	\$8,650.00
<u>Georg Fischer, LLC</u> Instructional Services Agreement – To receive customized training classes in Frontline Leadership from 8/22/2019 to 9/5/2019. Saddleback College	\$8,299.20 Revenue
<u>White Mechanical, Inc.</u> Field Services Agreement – To provide equipment, labor, and material for ductwork repairs in the Health Sciences building from 6/25/2019 to 9/25/2019. Saddleback College	\$7,779.00

<u>T and D Communications</u> Field Services Agreement – To install air blown fiber (ABF) for new intermediate distribution frames (IDFs) in Learning Resource Center from 7/8/2019 to 8/7/2019. Saddleback College	\$7,582.00
<u>Yale/Chase Equipment and Services, Inc.</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$2,000 from current agreement amount of \$5,000 for forklift repair services through 6/30/2019. District Services	\$7,000.00
<u>Stanford University</u> Off-Site Facility Use Agreement – Location use for conducting meetings in support of the National Science Foundation (NSF) INCLUDES Alliance grant from 2/1/2019 to 6/1/2019. Saddleback College	\$6,800.00
<u>Amtech Elevator Services</u> Field Services Agreement – To remove elevator from service in the Technology and Applied Science (TAS) building from 4/22/2019 to 7/20/2019. Saddleback College	\$6,687.00
<u>Tecta America Southern California</u> Field Services Agreement – For roof repair services from 1/15/2019 to 5/15/2019. Saddleback College	\$6,316.00
<u>NR Computer Learning Center LLC</u> Educational Services Agreement – To provide computer programming classes for Community Education program from 6/24/2019 to 7/19/2019. Irvine Valley College	\$6,435.00
<u>Goodwill Industries of Orange County, CA dba DEAFinitely Professional Interpreting Services</u> Independent Contractor Agreement – To provide interpreting services for Foreign Language department from 7/1/2019 to 6/30/2020. Irvine Valley College	\$6,000.00
<u>ReadSpeaker</u> Software License Agreement – Annual renewal of accessibility software for online learning from 12/1/2018 to 11/30/2019. District Services	\$6,000.00
<u>UCI Willard Body Program, School of Medicine</u> Anatomical Materials Use Agreement – To provide cadavers for students enrolled in the Paramedic program from 7/1/2019 to 6/30/2020. Saddleback College Foundation	\$6,000.00

<u>Quezada Pro Landscape, Inc.</u> Field Services Agreement – For tree trimming services from 7/1/2019 to 6/30/2020. Irvine Valley College	\$5,950.00
<u>Robert Waddington</u> Independent Contractor Agreement – To provide parenting classes for the Foster and Kinship Care Education (FKCE) program from 7/1/2019 to 6/30/2020. Saddleback College	\$5,640.00
<u>LogMeIn USA, Inc.</u> Software License Agreement – Rescue Mobile Concurrent annual renewal used by Technical Services Help Desk from 6/30/2019 to 6/29/2020. Irvine Valley College	\$5,495.00
<u>Maria de Jesus Castaneda</u> Independent Contractor Agreement – To provide parenting classes for the Foster and Kinship Care Education (FKCE) program from 7/1/2019 to 6/30/2020. Saddleback College	\$5,250.00
<u>LangoKids</u> Educational Services Agreement – To provide a Spanish language camp for Community Education programs from 6/24/2019 to 8/9/2019. Irvine Valley College	\$5,235.00
<u>Gallegos Construction, Inc.</u> Field Services Agreement – To provide flooring replacement services for PE 306 from 7/1/2019 to 10/1/2019. Saddleback College	\$5,044.00
<u>C.E.M. LAB CORP.</u> Geotechnical Services Agreement (Change Order 1) – To increase contract value by \$1,500 from current agreement amount of \$3,500 for supplemental geotechnical report for the Clock Tower Project and to extend term by six months to 7/31/2019. Irvine Valley College	\$5,000.00
<u>Foxhound Productions</u> Independent Contractor Agreement – To provide videography services for the Public Information Office (PIO) from 4/19/2019 to 6/1/2020. District Services	\$5,000.00



June 13, 2019 through July 21, 2019
Contracts with Value of \$0
Board Date: August 26, 2019

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>ePlus</u> Software License Agreement (Amend No. 1) – To extend trial use of Cisco AppDynamics assessment monitoring tool by twelve months through 6/1/2020. Saddleback College	\$0.00
<u>City of Dana Point</u> Facility Use Agreement – Location use of Dana Point Community Center for Emeritus classes from 8/19/2019 to 8/18/2022. Saddleback College	\$0.00
<u>City of Laguna Niguel</u> Facility Use Agreement – Location use of Sea Country Senior & Community Center for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>City of Mission Viejo</u> Facility Use Agreement – Location use of Norman P. Murray Community and Senior Center for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>City of Rancho Santa Margarita</u> Facility Use Agreement – Location use of Bell Tower Regional Community Center for Emeritus classes from 8/19/2019 to 12/18/2019. Saddleback College	\$0.00
<u>City of San Clemente</u> Facility Use Agreement – Location use of Dorothy Visser Senior Center for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>City of San Juan Capistrano</u> Facility Use Agreement – Location use of San Juan Capistrano Gymnasium & Community Center for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>County of Orange</u> Facility Use Agreement – Location use of Aliso Viejo Library for Emeritus classes from 3/31/2019 to 3/30/2024. Saddleback College	\$0.00
<u>Faith Episcopal Church</u> Facility Use Agreement – Location use for Emeritus classes from 5/28/2019 to 5/27/2020. Saddleback College	\$0.00

<u>Geneva Presbyterian Church</u> Facility Use Agreement – Location use for Emeritus classes from 5/28/2019 to 5/27/2020. Saddleback College	\$0.00
<u>Gyde Inc.</u> License Use Agreement – Limited trial use of parking lot sensor system from 6/24/2019 to 9/23/2019. Irvine Valley College and Saddleback College	\$0.00
<u>Instructure</u> Institution Participation Agreement – For Canvas Cloud subscription in support of the Online Education Initiative and funded by the California Community Colleges Chancellor's Office from 7/1/2019 to 6/30/2020. Saddleback College	\$0.00
<u>NAMI Orange County</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Human Services program from 6/10/2019 to 5/31/2024. Saddleback College	\$0.00
<u>Niguel Shores Community Association</u> Facility Use Agreement – Location use for Emeritus classes from 8/20/2019 to 8/19/2022. Saddleback College	\$0.00
<u>Pure Dermatology</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Medical Assisting program from 6/13/2019 to 6/12/2021. Saddleback College	\$0.00
<u>Rehabilitation Institute of Southern California</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Nursing program from 6/13/2019 to 6/12/2021. Saddleback College	\$0.00
<u>San Clemente Villas by the Sea</u> Facility Use Agreement – Location use for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>Seneca Family of Agencies</u> Facility Use Agreement – Location use for Foster & Kinship Care Education (FKCE) program classes from 7/1/2019 to 6/30/2020. Saddleback College	\$0.00
<u>Torrance Memorial Medical Center</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Medical Lab Technician and Phlebotomy programs from 8/1/2019 to 8/1/2022. Saddleback College	\$0.00

<u>Universal Vision Medical Center</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Medical Assisting program from 7/16/2019 to 7/15/2021. Saddleback College	\$0.00
<u>Waymakers</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Human Services program from 6/19/2019 to 6/18/2021. Saddleback College	\$0.00

June 13, 2019 through July 21, 2019



Contracts awarded through the California Uniform Public Construction Cost Accounting Act (CUPCAA) with values between \$15,000 and \$200,000

Board Date: August 26, 2019

Contractor Name / Description of Contract	Change Order	Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>New Art Construction</u> Field Services Agreement – To repair and retrofit locker rooms. Irvine Valley College	N/A	\$197,000.00	96	2	Contract awarded to lowest responsive, responsible bidder.
<u>GCI Construction, Inc.</u> Field Services Agreement – To repair sewers in Fine Arts 206. Saddleback College	N/A	\$39,200.00	7	1	Contract awarded to sole responsive, responsible bidder.
<u>Mesa Energy Systems, Inc. DBA Emcor Services Mesa Energy</u> Field Services Agreement – To provide and install a variable frequency drive and isolate and disassemble the existing multi-purpose valve in Power House 2. Irvine Valley College	N/A	\$18,496.00	3	1	Contract awarded to sole responsive, responsible bidder.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Conduct a Public Hearing - Proposed Budget of the District for FY 2019-2020

ACTION: Public Hearing

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that by September 15 the Board of Trustees adopt a final budget. As required by Section 58301 of Title 5, the District shall hold a public hearing on the proposed budget and the budget document must be available for public inspection.

The Notice of Public Hearing has been published in the Orange County Register and posted to the District's website. The budget document has been available for public inspection in the District Office lobby since Wednesday, August 21, 2019.

STATUS

On June 24, 2019, the Board of Trustees approved the Tentative Budget for FY 2019-2020. Since that time, total unrestricted resources have increased from \$339,789,722 to \$365,779,272. The unrestricted General Fund ending balance on June 30, 2019 is \$77,459,636. The District Reserve for economic uncertainties has been set at 7.5% totaling \$14,304,887 in accordance with Board Policy 3100.

The Board of Trustees will conduct a public hearing on the proposed budget for FY 2019-2020.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopted Budget for Fiscal Year 2019-2020

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that by September 15 the Board of Trustees adopt a final budget. Enclosed for approval is the proposed Adopted Budget for the FY 2019-2020. As required by Section 58301 of Title 5, this document has been available for public inspection at each college library.

Proposition 30, the Schools and Local Public Safety Protection Act of 2012 passed in November 2012. This proposition temporarily raised the sales and income tax rates to provide continuing funding for local school districts and community colleges. Proposition 55 amended Proposition 30 in November 2016 to extend the income tax increase through 2030. The Education Protection Account (EPA) is created in the state General fund to receive and disburse these temporary tax revenues. Districts have sole authority to determine how EPA funds are spent, provided that the governing board makes these spending determinations in an open session of a public meeting.

STATUS

On June 24, 2019, the Board of Trustees approved the Tentative Budget for FY 2019-2020. Since that time, total unrestricted resources have increased from \$339,789,722 to \$365,779,272. The unrestricted General Fund ending balance on June 30, 2019 is \$77,459,636. The District Reserve for economic uncertainties has been set at 7.5% totaling \$14,304,887 in accordance with Board Policy 3100.

The proposed Adopted Budget includes estimated EPA funds of \$2,640,000, which will be spent on part-time faculty instructional salaries and benefits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2019-2020 Adopted Budget and the EPA spending plan as presented in EXHIBIT A.



ADOPTED BUDGET

FY 2019-2020



August 26, 2019

THE DISTRICT



Overview: The South Orange County Community College District (SOCCCD) is a multi-campus district encompassing Saddleback College (SC) in Mission Viejo, Irvine Valley College (IVC) in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past three years, SOCCCD student enrollments have declined slightly. Total student headcount for spring 2019 is over 42,000 and resident full time equivalent students (FTES) for FY 2018-2019 is over 26,500 as compared to 27,400 in FY 2016-2017. SOCCCD has approximately 4,000 employees consisting of faculty, administrators, managers, classified staff, and police.

Budget Outlook: The District is projecting tight operating budgets over the next several years since cost increases are outpacing revenue increases. Although we have decentralized budget planning, joint meetings with the colleges and district services are taking place to discuss district-wide budget impacts and strategies. These strategies include using a multi-year approach to planning, distinguishing between ongoing and one-time revenues to align with expenses, implementing efficiencies to improve services and lower costs, thoroughly evaluating/assessing all positions as they become vacant, and expanding resource development to supplement revenue.

Planning Efforts: District-wide planning and budgeting processes are continually evaluated and improved. In response to accreditation recommendations, the district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. The District-wide Planning Council (DWPC) implements the recommendations and oversees the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resources Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

State Budget and the Community College System: The Governor approved the final state budget on June 27, 2019. The overall allocation for Proposition 98 funding is \$81.1 billion with 10.93% going to community colleges, which equals the traditional share. 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 \$246 million over last year.

There are many changes to the new Student Centered Funding Formula (SCFF). One significant change is to maintain the base allocation calculated on credit FTES (70%), the supplemental allocation calculated on low-income students (20%) and a student success incentive allocation (10%) instead of shifting to 65%, 20%, and 15% for FY 2019-2020. New rates for each of the metrics will be determined at P1 in

February 2020 and adjusted in future years by COLA. The budget changes the allocation for the student success metrics to a three-year average of each metric. Only the highest of all awards a student earned in the same year will be counted if the student was enrolled in the district in the year the award was granted. Students who transferred to a four-year university will be included in the district's count only if the student completed 12 or more units in the district in the year prior to the transfer. The budget also adds an additional year of the funding guarantee (hold-harmless) through FY 2021-2022.

The passage of Proposition 55 in the fall of 2016 continues to provide Educational Protection Account (EPA) funds through December 31, 2030.

Some of the budget highlights that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- \$230 million for COLA (3.26%)
- \$24.7 million for apportionment growth (0.55%)
- \$2.8 billion investment in the unfunded pension liabilities which will reduce the FY 2019-2020 employer rates
- \$42.6 million to provide a second year of free tuition under the California College Promise Program
- \$13 million for COLA on specific categorical programs
- \$13.5 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance (one-time funds)
- \$535.3 million in capital outlay funding from Proposition 51 to support 20 continuing projects and 39 new projects

SOCCCD Budget: The SOCCCD adopted budget for all funds totals \$1.085 billion, which is comprised of \$522 million in beginning fund balances and \$563 million in revenue. Our total budgeted expenditures is \$870 million and we anticipate spending down our reserves by \$307 million leaving \$215 million in ending fund balance. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative. The district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The adopted budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, ground lease and other miscellaneous revenue.

Although SOCCCD does not receive state apportionment, proposed changes to the funding formula do have an impact on college operating budgets. This year marks the first year of implementation of the SCFF. The District moved from strictly an enrollment driven model to a bifurcated model focusing on enrollment, low-income students, and student success metrics. While overall the SCFF provides \$1.1 million in revenue above the revenue budgeted under SB361 last year, going from \$160.8 million to \$161.9 million, the District fell into the hold harmless provisions and there is a shift in funding between the colleges.

The state budget includes growth funds of 0.55%; however, SOCCCD is not anticipating any growth above the amount currently funded, and therefore has not budgeted any growth revenue.

District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget expenditures are 88.7%, which is at the high end of our recommended budget target of 86% - 90%. This indicator demonstrates the need for future budget vigilance. The budget includes the current negotiated salary increases for all units.

STRS and PERS rates are anticipated to continue to increase significantly over the next several years, although the state budget includes an investment in the STRS and PERS unfunded liabilities. The revised STRS employer rate is set at 17.1% for FY 2019-2020. The PERS rates are set each year by the PERS Board and the FY 2019-2020 revised rate is 19.721%. The estimated increased costs over the current year are \$1.7 million. This will grow an additional \$3.5 million by FY 2021-2022. The Board has approved participation in a Pension Stabilization Trust Fund to offset these increased costs and deposits totaling \$39.7 million were made to the trust. The current balance of \$30 million continues to earn interest and the District anticipates that the funds should be sufficient to cover the increased costs through FY 2021-2022.

After following the SCFF funding formula for the colleges through the DRAC model, excess property tax revenues available for basic aid distribution this fiscal year total approximately \$101 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use. Approved basic aid project funding of \$93 million is allocated in the budget based on the recommendations from BAARC that were approved at the April 22, 2019 board meeting.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Saddleback College

Saddleback College's Tentative Budget reported an \$8 million structural deficit due to declining enrollment, rising expenses, and a number of high cost programs and the impact of the new state funding formula. Since then, a combination of budget cuts and additional revenue, including over \$5 million in one-time funds, has significantly reduced the deficit. The college is projecting a \$9 million reserve balance at the end of FY 2019-2020 but expects to achieve a higher ending balance with additional cuts in expenditures.

The following are some of the factors contributing to the college's budget challenges:

- Several years of budget growth in a period of declining enrollment.
- SCFF credit rate funding below the state average due largely to the low percentage of students qualifying for Pell and Promise Grants.

- Low funding rate for noncredit (Emeritus) courses.
- Expenses above the State average for salaries, benefits, goods, and services.
- Diversity of programs and services, some of which are resource intensive.
- Aging facilities, which require both ongoing and one-time resources to adequately repair, maintain and renovate.

As costs continue to rise due to salary schedule improvements, step and column increases, pension and health and welfare increases, and increases in other continuing operating costs such as utilities and other services, the college is actively looking for every opportunity to reduce costs by improving efficiency and leverage restricted and capital funds to invest in new and expanded programs and other institutional improvements.

The College is focused on the following goals to eliminate the structural deficit over the next three years:

- Grow enrollment by 1%, 2% and 3% by reallocating instructional FTE to high demand courses, increasing outreach activities, converting students from noncredit to credit courses, increasing enrollment of high school students, and focusing specifically on retention and persistence using the Guided Pathways framework.
- Increase SCFF revenue by 3%, 2% and 2% by increasing attention on equitable outcomes by outreach to low income populations and improving student success outcomes through auto-conferral of degrees, early alert and follow-up interventions.
- Reduce expenses by 2% annually by carefully reviewing every open position to determine if it is necessary or if the salary placement or work schedule could be reduced, focusing efforts to improve organizational efficiency both in instruction and support services, analyzing the organizational structure against external benchmarks to establish target staffing ratios, utilizing restricted funds whenever possible, evaluating supply and operational budgets to reduce or eliminate nonessential expenses, deferring non-urgent capital outlay expenditures and leveraging one-time funds.

The college is also working on increasing other operating revenue and improving the alignment of its resource allocation processes with the strategic plan to ensure that resources are used effectively to support the timely completion of all of its students.

Irvine Valley College

Irvine Valley College (IVC) continues to operate at high efficiency levels with the weekly student contact hours (WSCH) to full-time equivalent faculty (FTEF) ratio of 503. To maintain such efficiency in FY 2018-2019 the college right-sized to full-time equivalent students (FTES) of 11,056 (9,884 resident and 1,172 nonresident), which was 1.26% below last year's FTES. The College has launched renewed enrollment management efforts to implement various marketing, outreach and planning strategies to boost enrollment while staying committed to maintaining and raising its WSCH/FTEF ratio to the 525-540 range over time.

The Student Centered Funding Formula (SCFF) revenue received by the College is \$64.7 million of which \$1.18 million is a hold harmless amount set to expire in FY 2021-2022. The phase-in of the student success incentive allocation, as originally proposed by the state, would have

more than offset the hold harmless amount. With the removal of the phase-in, however, coupled with softening enrollments, there will likely be a significant decrease in state revenue when the hold harmless provision expires after three years. The college will continue working collaboratively with both District Services and Saddleback College to assess the impact of the state funding formula and find ways to mitigate the projected decrease.

The budget includes a relatively large amount for the beginning balance of \$4.95 million. A sizable contributor to this amount was the non-resident tuition revenue, which exceeded the projection by \$1.26 million. Approximately three-quarters of the non-resident FTES is attributable to the international student population. Realizing the potential growth in this area, IVC constantly explores avenues to boost international student enrollments. In recent years, for example, the College created a modernized facility for international student services, hired a director, and dedicated counselors specializing in international student counseling.

The College benefitted from a redistribution of centralized balances that brought in \$3.5 million in additional funds, half of which stemmed from the one-time release of accumulated interest income, with the other half coming from state full-time faculty and lottery apportionment, additional district rent and lease revenues, and other miscellaneous income.

A major component of the College's budget is the pension stabilization revenue, which is budgeted at \$2.8 million for FY 2019-2020. To the extent that STRS and PERS rates continue to rise, the College would need to be prepared to backfill this revenue after the stabilization fund is depleted in about three years. By then, this revenue will exceed \$4 million annually.

Many of the budgetary matters above are regularly discussed throughout the year as a part of IVC's "Comprehensive Budget Development" process. This process calls for a long-term analysis and alignment of revenues and expenditures when making funding determinations. Given the uncertainty with the state funding formula, coupled with the one-time nature of a significant portion of the FY 2019-2020 budget, the college's Budget Development and Resource Planning Committee recommended that only \$500,000 in new expenditures be added to the baseline in FY 2019-2020. These funds will provide support for international student services, faculty and classified professional development, technology and custodial services.

Irvine Valley College is thankful to the Office of the Vice Chancellor of Business Services, the Chancellor and the Board of Trustees for their support of the College's proposed budget.

Looking Ahead: The District continues to look for ways to maximize the revenues and offset the burden of increased costs. Negotiations are finalized with the first tenant at ATEP and additional prospective tenants are continually being identified. Investments are being actively managed to maximize returns while maintaining the safety of the assets. Furthermore, working through BAARC and BPARC, proposed changes to the budget policies will alleviate some of the operating costs pressures for the colleges. Lastly, changes to the SCFF will be monitored to

determine the impact on the DRAC funding model and college allocations and whether changes to the model will be required.

Chancellor Burke reviewed the budget and confirms that it is balanced as required by law.

Ann-Marie Gabel

Vice Chancellor, Business Services

South Orange County Community College District

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the budget.

Guiding Principles:

The following guiding principles are provided by the Board of Trustees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional Certificates of Participation (COP), or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and college business officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue and beginning balances for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted annually to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by the California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the state funding formula.

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

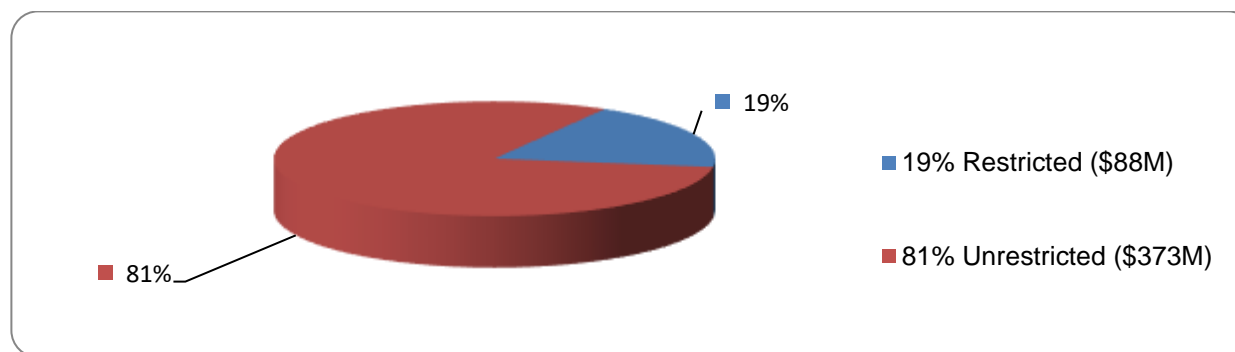
(BEGINNING FUND BALANCE & REVENUES)

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 122,214,647	\$56,243,216	\$178,457,863
Irvine Valley College	\$ 81,594,639	\$27,091,053	\$108,685,692
District Services	\$ 22,958,461	\$ 4,972,478	\$ 27,930,939
Basic Aid			
Basic Aid Allocation/Transfer	\$ 93,301,459		\$ 93,301,459
Basic Aid Contingency	\$ 24,657,105		\$ 24,657,105
Other			
District-wide General Expense	\$ 6,183,413		\$ 6,183,413
Part-Time Faculty Parity Funds	\$ 564,523		\$ 564,523
State STRS On-Behalf Payments	\$ 7,500,000		\$ 7,500,000
Reserves for Economic Uncertainties	\$ 14,304,887		\$ 14,304,887
TOTALS	<u>\$ 373,279,134</u>	<u>\$ 88,306,747</u>	<u>\$461,585,881</u>

* See pages 27 and 28 (Revenue, expenditures and change in fund balance for each budget location)

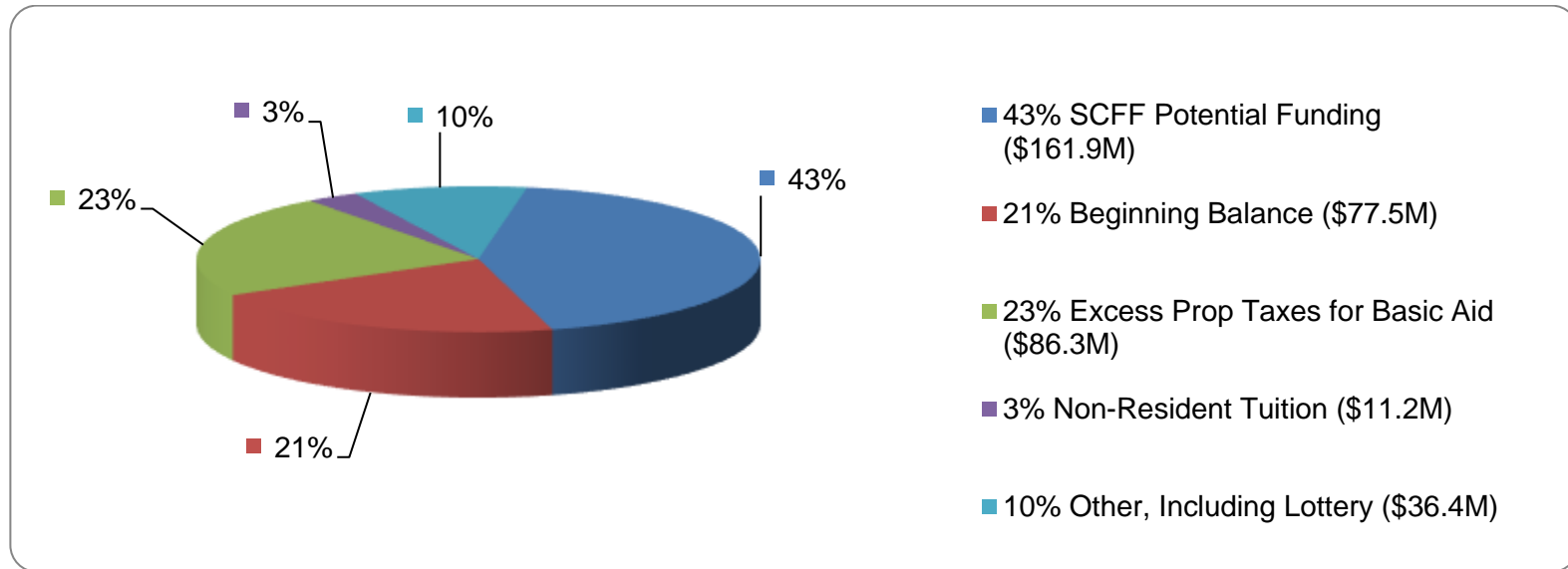
GENERAL FUND REVENUE

The general fund, which totals \$462 million in beginning balances and revenues, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”



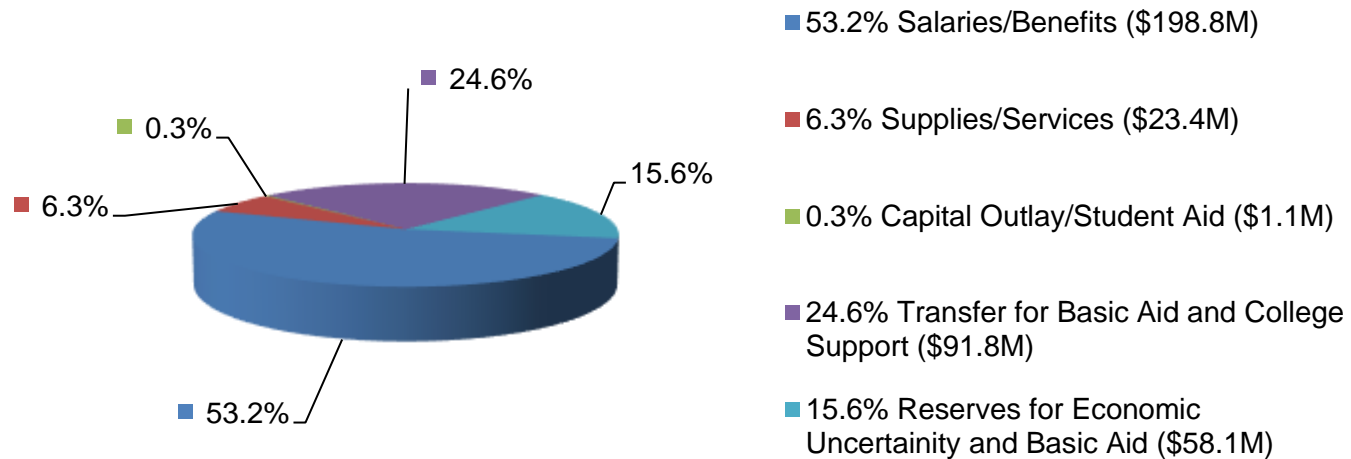
UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which totals \$373 million and accounts for resources for the general-purpose programs of the District (81% of the activity). This is an increase of \$45 million over last year due primarily to an increase in beginning balances and property taxes. Of the resources, 43% is equivalent to the amount that would be calculated in the SCFF as determined by the State Budget Act and distributed to the 73 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from Basic Aid excess property taxes (23%), Non-Resident Tuition (3%), and other sources, including transfers, EPA funds, interest, ground leases, State STRS payments, and Lottery (10%). The beginning balance, carried forward from the prior year, is 21% of available unrestricted funds.

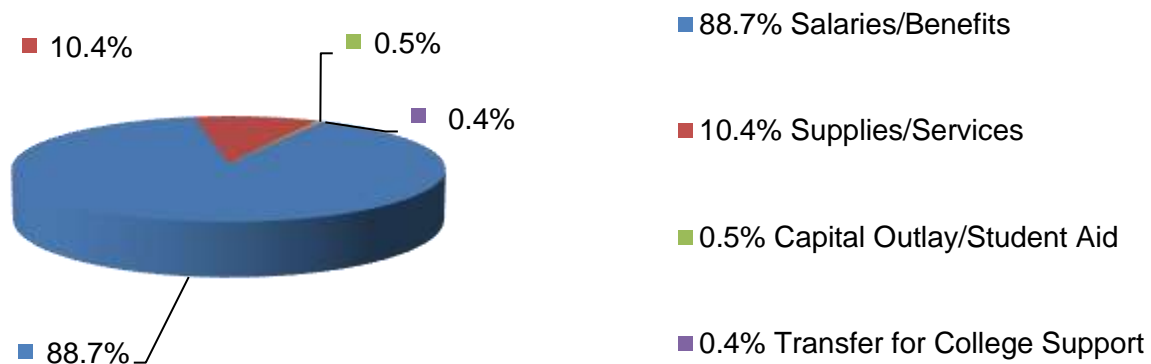


UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES

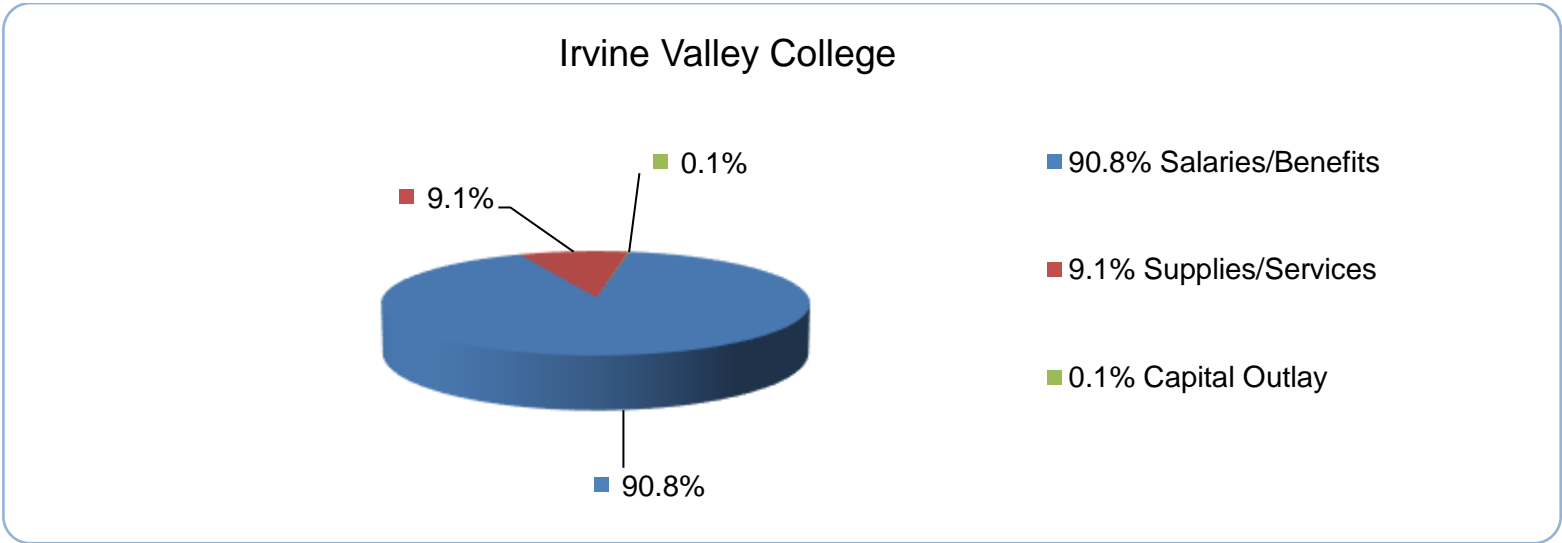
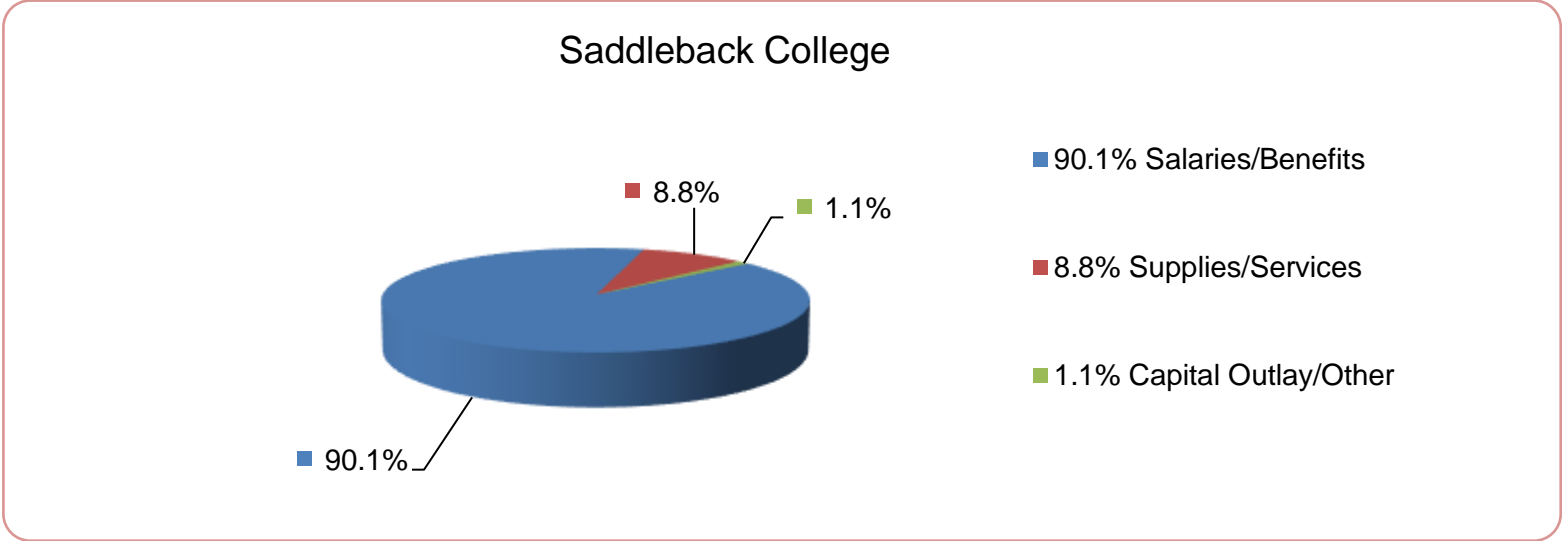
District-wide



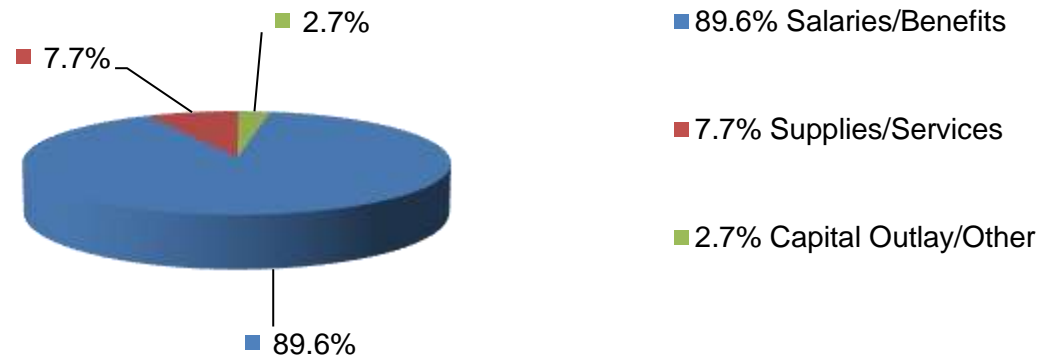
District-wide without Reserves and Basic Aid



Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 90.1% of its operating budget (down from 91.8%) and Irvine Valley College salaries and benefits equal 90.8% of its operating budget (down from 93.7%). District Services salaries and benefits decreased from 92.0% to 89.6% of its operating budget. These costs reflect the existing salary rates and known benefit cost increases.



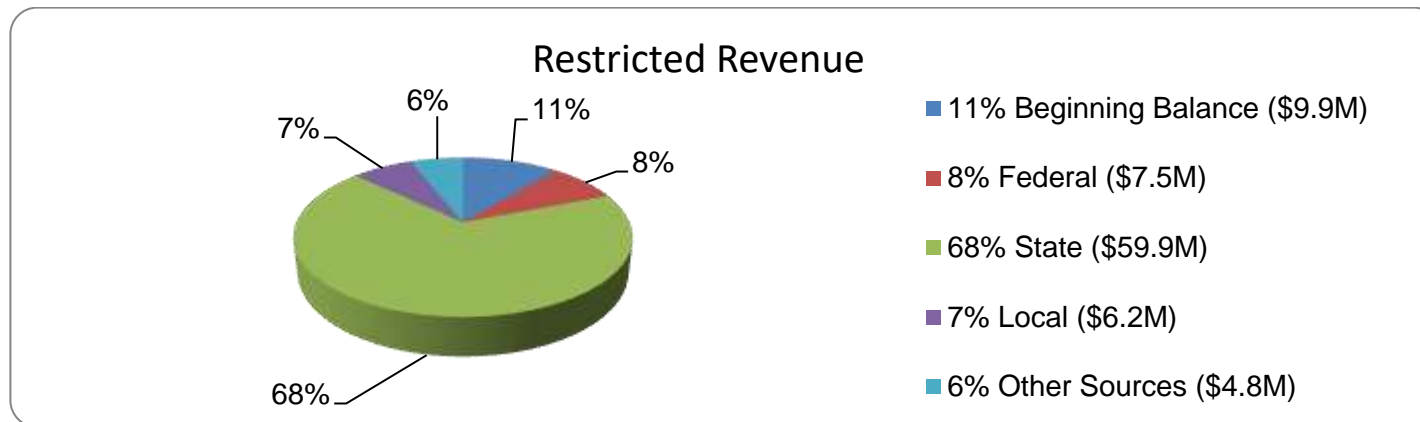
District Services



For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-90% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range. We are at the top of this range, which is a budget concern and needs to be monitored closely.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$88 million (19% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Equity and Achievement (SEA) Program, Strong Workforce, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Adult Education. The restricted general fund increased by \$6.9 million from the prior year primarily from new federal grants and state funds for categorical programs. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district and are used primarily by the colleges for support to educational programs and specialized activities.



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is \$77.5 million. This is composed of the prior year reserve for contingency/general balance (\$24.4 million), location beginning balances (\$21.5 million), and basic aid funds (\$31.6 million) which are included in the basic aid project budget.
- Current year FTES are down 1.6% district-wide as of annual reporting. Targets for FY 2019-2020 reflect 0% growth.

	FY 2016-2017 Annual	FY 2017-2018 Annual	FY 2018-2019 Annual	FY 2019-2020 Target
IVC				
Credit	10,053.96	9,395.30	9,010.65	9,010.65
Non-Credit CDCP	258.40	470.73	560.92	560.92
Non-Credit	183.82	226.87	312.39	312.39
TOTAL	10,496.18	10,092.90	9,883.96	9,883.96
Percentage Change		-3.8%	-2.1%	0.0%

	FY 2016-2017 Annual	FY 2017-2018 Annual	FY 2018-2019 Annual	FY 2019-2020 Target
SC				
Credit	14,652.41	14,561.14	14,309.97	14,309.97
Non-Credit CDCP	157.58	506.30	492.14	492.14
Non-Credit	2,058.63	1,815.49	1,845.89	1,845.89
TOTAL	16,868.62	16,882.93	16,648.00	16,648.00
Percentage Change		0.1%	-1.4%	0.0%

- Education Protection Act (EPA) funds are budgeted at \$2.6 million, which is slightly lower than FY 2018-2019 due to the decrease in FTES. These revenues are from temporary taxes and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat as the slight decline in enrollment coincides with a reduction in California Promise Grants.
- Lottery revenue is budgeted at \$4.25 million based on an estimated \$150 per FTES. Lottery funds are paid on all FTES, including non-resident FTES.
- Interest revenue is budgeted at \$3 million based on improved earnings in the county treasury and LAIF.
- Ground lease revenue is budgeted at \$2.8 million, an increase of 3.2% due to the consumer price index escalation.
- The property and liability insurance coverage is budgeted at \$1,000,000, the same as FY 2018-2019.
- Employee movement on salary schedules (steps and columns) and negotiated salary increases are budgeted for all employee groups.
- The budget includes a modest 2% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance.
- Workers' Compensation insurance is budgeted at 1.35% of salaries based on positive experience rates.
- The unemployment insurance rate for FY 2019-2020 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is 19.721% of salaries, an increase of 1.659% from FY 2018-2019. Additional increases are anticipated for the next several years as shown below.

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	11.847%	13.888%	15.531%	18.062%	19.721%	22.700%	24.600%	
PERS Contribution	4,491,723	5,321,302	5,973,916	7,095,264	7,908,103	9,295,656	10,073,707	5,581,984

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2019-2020 is 17.1% of salaries, an increase of 0.82% from FY 2018-2019. An additional increase is anticipated next year with rates stabilizing after that as shown on the next page.

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	17.100%	18.400%	18.100%	
STRS Contribution	6,692,933	7,946,844	9,164,048	10,356,985	11,172,375	12,351,132	12,149,755	5,456,822

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>FY 2019-2020 AMOUNT</u>	<u>CHANGE from FY 2018-2019</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 450,000	\$ 50,000
District-wide IT Maintenance Agreements	\$ 1,113,914	\$ 85,040
District-wide Strategic Planning	\$ 110,000	
Employee Safety Compliance Cost	\$ 60,000	
Faculty Job Fair	\$ 30,000	
Faculty Sabbatical Bond Payments	\$ 18,000	
Financial Audit	\$ 145,000	
Internal Audit	\$ 255,000	\$ 25,000
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 65,000	\$ 35,000
Legal Fees	\$ 600,000	\$ 100,000
Local Experience Charge – Unemployment Insurance	\$ 45,000	
Offsite Technology Security	\$ 45,000	
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 225,000	\$ 20,000
Property & Liability Insurance	\$ 1,000,000	
Taxpayer Relief Act Compliance	\$ 58,000	
TOTAL GENERAL EXPENSE ACCOUNTS	<u>\$4,749,914</u>	<u>\$ 315,040</u>
District Services Facilities and Maintenance*	\$ <300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS	<u>\$4,449,914</u>	<u>\$ 315,040</u>

**Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building*

The FY 2019-2020 adopted budget includes inter-fund transfers as follows:

<u>To:</u>	<u>From:</u>					
	General	General	Capital	Basic	Pension	
	Fund SC	Fund DS	Outlay	Aid	Stability	Total
General Fund IVC (a)					\$2,799,000	\$2,799,000
General Fund SC (b)	\$173,979		\$800,000		\$4,347,000	\$5,320,979
General Fund DS (c)					\$840,000	\$840,000
Capital Outlay (d)	\$250,000			\$85,300,966		\$85,550,966
Child Development (e)	\$215,742					\$215,742
Self-Insurance Fund (f)		\$430,000				\$430,000
Retiree Benefits Fund (g)				\$5,700,000		\$5,700,000
Total Transfers	\$639,721	\$430,000	\$800,000	\$91,000,966	\$7,986,000	\$100,856,687

- a) *Transfer from Pension Stabilization Trust to IVC*
- b) *Transfer SC funds to support health center, return SC excess project funds from Capital Outlay, and transfer from Pension Stabilization Trust to SC*
- c) *Transfer from Pension Stabilization Trust to DS*
- d) *Transfer from SC and Basic Aid for capital outlay projects*
- e) *Transfer from SC to support the child development center*
- f) *Transfer DS funds to support Risk Management Department*
- g) *Basic Aid funds allocated for retiree health benefits liability*

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2019-2020 Adopted Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$14,304,887. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” or basic aid district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a community supported district in FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2006	\$161,264,451
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 43,788,270
2014 - 2015	\$ 51,659,425
2015 - 2016	\$ 52,672,948
2016 - 2017	\$ 66,017,281
2017 - 2018	\$ 72,940,087
2018 - 2019	\$ 80,300,099

The District estimates that property tax receipts above state calculated allocation amount for FY 2019-2020 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2019 - 2020	\$ 85,727,097
2020 - 2021	\$ 87,356,410
2021 - 2022	\$ 89,419,663
2022 - 2023	\$ 90,936,932

The FY 2018-2019 basic aid receipts were increased after final property taxes were posted. Although still conservative, the FY 2019-2020 estimated receipts are also higher due to larger projected property tax revenues.

The assumptions used to estimate basic aid funds for FY 2019-2020 are: SCFF funding COLA is 3.26%, growth is 0.0%, and enrollment fees at \$46 per unit. For the following years, funding formula COLA is estimated at 3.0%, 2.8% and 3.16%, and growth is estimated at 0.0% for all years.

The Orange County Auditor Controller's office is consulted regularly in order to conservatively project the District's property tax revenue in conjunction with historical trends. For FY 2019-2020, property taxes are budgeted with a 3.5% increase over FY 2018-2019. For the following years, secured taxes are estimated to increase 3% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

The Basic Aid Allocation Recommendation Committee (BAARC) followed BP/AR 3110 Basic Aid Funds Allocation Process for its recommendation for allocating the FY 2019-2020 basic aid funds. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2019-2020 adopted budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2019-2020 Resources</u>	<u>Amount</u>
Balance at July 1, 2019	\$ 32,386,206
Receipts FY 2019-2020 (Net of Fees)	<u>\$ 85,727,097</u>
Estimated Property Taxes for Basic Aid	\$118,113,303
Contingency for Unrealized Tax Collections (20%)	(\$17,145,419)
Unallocated Funds	<u>(\$ 7,511,686)</u>
Total Allocated FY 2019-2020	<u>\$ 93,456,198</u>
<u>Budgeted Expenditures</u>	
FY 2019-2020 Long-Term Obligations and Fixed Expenses	\$ 5,830,000
Funding for Technology and Capital Projects	\$ 87,626,198
Total Approved and Budgeted Projects	<u>\$ 93,456,198</u>

<u>Basic Aid Projects</u>	<u>Project Amount</u>
Closed Projects	\$286,172,471
Prior Approved Open Projects	\$528,964,445
Total Prior Approved Projects	\$815,136,916
Less Expenses and Commitments as of June 2019	\$709,320,865
Net Uncommitted Balance	\$105,816,051
<u>New FY 2019-2020 Project Funding</u>	<u>Project Amount</u>
<u>Long Term Obligations & Fixed Expenses</u>	
SOCCCD - Legislative Advocacy Services*	\$130,000
Retiree Benefits Expenses*	\$5,700,000
<u>Capital Projects/Scheduled Maintenance/Renovation</u>	
DW – ADA Transition Plan Projects*	\$3,000,000
DW – Warehouse Canopy	\$460,000
IVC – Access Controls*	\$2,481,185
IVC – B200 Scheduled Maintenance*	\$200,000
IVC – Electronic Vehicle Charging Station	\$400,000
IVC – Fine Arts Building*	\$7,172,680
IVC – Library Renovation*	\$900,000
IVC – Soccer and Practice Fields*	\$10,000,000
IVC – Student Services Center Renovation	\$23,850,000
SC – BMS Controls	\$4,900,000
SC – Gateway Building*	\$6,599,180
SC – Scheduled Maintenance College-wide	\$2,200,000
<u>ATEP Development & Operations</u>	
ATEP Site Development*	\$2,000,000
ATEP Support (security, maintenance and operations support)*	\$796,978
ATEP Building Signage*	\$4,431,121
<u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u>	
District-wide Architectural Standards	\$1,500,000
IPP, FPP, 5 Year Plan*	\$1,140,000

Pre-Planning and Investigations*	\$396,140
<u>IT Projects</u>	
Block Registration	\$100,000
Canvas Grade Submission Integration	\$150,000
College Cabling*	\$400,000
College Desktop Refresh*	\$955,156
College Server Refresh*	\$150,000
Classroom Technology and Audio Visual Refresh*	\$4,100,000
Content Management System for Websites	\$200,000
District Data Center HVAC Units	\$350,000
District Innovation Fund*	\$723,758
Employee Email Infrastructure Enhancements	\$160,000
Guided Pathways One-Click Registration	\$285,000
HR/Business Services Integrated Software*	\$1,100,000
Identity Management Assessment and Design	\$150,000
Information Security Initiatives	\$240,000
Infrastructure Strategic Planning	\$190,000
IT Engineering Services Support	\$300,000
MAP Enhancements*	\$385,000
On-premises and Cloud-based Systems Infrastructure Expansion	\$500,000
Storage Area Network – IVC	\$865,200
SIS Architecture Upgrade	\$450,000
Student Activity Tracking, Workflow and Transcript	\$300,000
Student Appointment System	\$278,000
Student Information System Enhancements*	\$1,814,400
Student Recruiting	\$302,400
Wireless Aps and Controllers – IVC	\$100,000
Wireless Upgrade*	\$650,000
Total FY 2019-2020 Funded Projects	<u>\$93,456,198</u>
Cumulative Total - Basic Aid Approved Projects	<u>\$908,593,114</u>

**Reflects an augmentation/adjustment to an existing project*

OTHER FUNDS

Community Education Funds (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development fund is intended to be self-sufficient. The District operates a child development program at Saddleback College for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$215,742 of support from the unrestricted general fund (20% of funding). The child development program is also not charged for administration or operations, and therefore is currently not self-supporting.

Capital Outlay Fund (Fund #40)

The District maintains the Capital Outlay fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district/college funded projects.

Redevelopment Agency (RDA) funds are received from eight cities within the district, although the state terminated the redevelopment agencies on February 1, 2012. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. These funds are distributed each year following the DRAC model allocation.

The following table depicts the Capital Outlay fund expenditures by type and area:

Project Description	District-wide	Saddleback	Irvine Valley	District Svcs	Total
Basic Aid Projects (including state/college match)	\$52,704,992	\$171,568,773	\$107,054,522		\$331,328,287
Scheduled Maintenance (including college match)		\$4,440,888	\$8,483,727		\$12,924,615
ATEP Property Development	\$1,016,806				\$1,016,806
College Funded Capital Outlay Projects		\$2,738,938	\$2,075,801		\$4,814,739
Future Capital Outlay Projects	\$33,655,833	\$1,625,946		\$1,451,402	\$36,733,181
Redevelopment Funds	\$4,815,000	\$13,566,973	\$9,088,261	\$5,473,053	\$32,943,287
Total Fund 40	\$92,192,631	\$193,941,518	\$126,702,311	\$6,924,455	\$419,760,915

Major Basic Aid Capital Construction Projects: Major projects at Saddleback College include: a) Advanced Technology and Applied Sciences (ATAS) Building – completing design; b) Athletic Stadium - construction; c) Gateway – pre-design; d) PE Renovation – design; e) Data Center Phase II - design; and f) Access Control – design and construction.

Irvine Valley College projects include: a) Parking Lot, Phase I and II with solar – Parking lot and Battery Installation complete, Solar – out to bid; b) Health Center/Concessions – construction; c) Performing Arts Center Construction Defects – follow up phase, pre-design; d) Fine Arts – pre-design e) Access Control - design; f) B230-Physical Sciences – pre-construction; g) Soccer and Practice Fields – pre-design; h) Student Services Center – pre-design; and i) Lighting and Walkways – pre-construction.

ATEP projects include: ATEP Signage project – completing design.

On a district-wide basis, projects include: a) Sustainability Plan, Phase II; b) Technology Consultant for capital projects; c) ADA Transition Plan, Phase II; d) Facilities Master Plan; e) Design Standards Development; and f) Storm Water Protection Plan.

Major Basic Aid Technology Initiatives: This year’s approved basic aid technology projects recommended by the District-wide Technology Committee (DTC) fall into three major categories. The first category is enterprise resource planning (ERP) software, such as Workday’s cloud-based software for human capital management/finance and SOCCCD’s internally created Student Information System (SIS). This category includes funds reserved to implement unfunded statewide mandates.

The second category consists of major district-wide technology projects such as Canvas grade integration, student recruiting, student appointment system, Guided Pathways one-click registration, system infrastructure enhancements, and increased security protections.

The final category consists of college-requested items such as network access controls, server hardware refresh, and upgrades to faculty/staff computers and classroom technology.

Self-Insurance Fund (Fund #68)

The Self-Insurance fund is used to account for the activities of the District’s risk management department and the self-funded programs for property, liability and workers’ compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the Retiree OPEB Trust fund. The current year’s annual accrual of retiree benefits for existing employees is also made in this fund.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust fund is used to account for the activities of the District's irrevocable trust. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45 for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2019 with the completion of a required actuarial study.

An actuarial study is conducted annually to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$5,040,000. The District's actuarial accrued liability for past service is estimated at \$111,591,160 and requires \$660,000 to be fully funded. Both of these amounts are funded in the adopted budget.

Pension Stabilization Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2021-2022. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

Student Financial Aid Fund (Fund #84)

The Student Financial Aid Fund is used to account for federal and state financial aid funds received and disbursed to students.

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District and are used to account for the activities of the SC Associated Student Government (ASG) and the IVC Associated Students (ASIVC).

BUDGET TABLES

The Adopted Budget for FY 2019-2020 for all District funds is summarized on the following pages.

Ann-Marie Gabel, Vice Chancellor, Business Services

Kim McCord, Executive Director, Fiscal Services

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2019-2020**

Revenues, Expenditures and Change in Fund Balance

		General Fund	Community Education Funds	SC Child Development Fund	Capital Outlay Fund	Self- Insurance Fund	Retiree Benefit & OPEB Funds	Pension Stabilization Trust Fund	Student Financial Aid Fund	Associated Student Government Fund	TOTAL ALL FUNDS
		(01)	(07) & (09)	(12)	(40)	(68)	(71) & (72)	(78)	(84)	(95) & (96)	
BEGINNING FUND BALANCE	9712	\$ 87,335,552	\$ 443,977	\$ -	\$ 275,713,949	\$ 3,306,877	\$ 124,400,662	\$ 30,325,168	\$ -	\$ 536,314	\$ 522,062,499
SOURCES OF FUNDS											
REVENUES:											
SCFF Revenue	Various	\$ 161,922,903	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,922,903
Basic Aid		86,327,097	-	-	-	-	-	-	-	-	86,327,097
Federal Sources	8100-8199	7,465,965	-	-	-	-	-	-	20,030,000	-	27,495,965
Other State Sources	8600-8699	79,230,210	-	-	3,343,000	-	-	-	1,740,000	-	84,313,210
Other Local Sources	8800-8899	25,454,366	2,558,910	839,000	6,335,000	80,000	11,070,000	1,000,000	-	1,058,278	48,395,554
Total Revenue		360,400,541	2,558,910	839,000	9,678,000	80,000	11,070,000	1,000,000	21,770,000	1,058,278	408,454,729
OTHER FINANCING SOURCES:											
Sale of Surplus	8910-8919	195,000	-	-	-	-	-	-	-	-	195,000
Fiscal Agent Pass-Thru	8970-8979	4,694,809	-	-	-	-	-	-	-	-	4,694,809
Restricted Basic Aid	8980-8989	-	-	-	85,300,966	-	5,700,000	-	-	-	91,000,966
Incoming Transfers	8980-8989	8,959,979	-	215,742	49,068,000	430,000	-	-	-	-	58,673,721
Total Other Sources		13,849,788	-	215,742	134,368,966	430,000	5,700,000	-	-	-	154,564,496
TOTAL SOURCES OF FUNDS		374,250,329	2,558,910	1,054,742	144,046,966	510,000	16,770,000	1,000,000	21,770,000	1,058,278	563,019,225
USES OF FUNDS											
EXPENDITURES:											
Academic Salaries	1000-1999	\$ 97,462,996	\$ 114,846	\$ 54,615	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,632,457
Classified Salaries	2000-2999	61,251,776	807,346	679,355	353,563	293,085	-	-	-	168,694	63,553,819
Employee Benefits	3000-3999	71,364,716	281,216	292,772	152,366	162,602	10,640,000	-	-	58,783	82,952,455
Supplies & Materials	4000-4999	9,663,987	109,315	23,000	1,000	4,000	-	-	-	276,106	10,077,408
Services & Other Operating	5000-5999	47,614,408	1,640,164	5,000	5,679,459	690,126	480,000	100,000	-	733,052	56,942,209
Capital Outlay	6000-6999	11,064,669	50,000	-	362,991,190	12,000	-	-	-	-	374,117,859
Total Expenditures		298,422,552	3,002,887	1,054,742	369,177,578	1,161,813	11,120,000	100,000	-	1,236,635	685,276,207
OTHER FINANCING USES:											
Transfers Out	7300-7399	\$ 1,069,721	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 7,986,000	\$ -	\$ -	\$ 9,855,721
Basic Aid Transfers Out	7300-7399	91,000,966	-	-	48,818,000	-	-	-	-	-	139,818,966
Other Transfers	7400-7499	4,694,809	-	-	-	-	-	-	-	-	4,694,809
Payments to Students	7500-7699	8,271,052	-	-	-	-	-	-	21,770,000	119,500	30,160,552
Total Other Uses		105,036,548	-	-	49,618,000	-	-	7,986,000	21,770,000	119,500	184,530,048
TOTAL USES OF FUNDS		403,459,100	3,002,887	1,054,742	418,795,578	1,161,813	11,120,000	8,086,000	21,770,000	1,356,135	869,806,255
SURPLUS / (DEFICIT)		\$ (29,208,771)	\$ (443,977)	\$ -	\$ (274,748,612)	\$ (651,813)	\$ 5,650,000	\$ (7,086,000)	\$ -	\$ (297,857)	\$ (306,787,030)
ENDING BALANCE		\$ 58,126,781	\$ -	\$ -	\$ 965,337	\$ 2,655,064	\$ 130,050,662	\$ 23,239,168	\$ -	\$ 238,457	\$ 215,275,469
COMPONENTS OF ENDING BALANCE											
Reserve, Economic Uncertainties		\$ 33,469,676	\$ -	\$ -	\$ 965,337	\$ 2,655,064	\$ 130,050,662	\$ 23,239,168	\$ -	\$ 238,457	\$ 190,618,364
Reserve, Unrealized Tax Collections (Basic Aid)		17,145,419	-	-	-	-	-	-	-	-	17,145,419
Nondesignated Ending Fund Balance		7,511,686	-	-	-	-	-	-	-	-	7,511,686

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2019-2020**

Revenues, Expenditures and Change in Fund Balance

		Saddleback College			General Fund Irvine Valley College			District Services		
		General Fund	General Fund	Total	General Fund	General Fund	Total	General Fund	General Fund	Total
		Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted	
BEGINNING FUND BALANCE	9712	\$ 12,551,485	\$ 6,001,393	\$ 18,552,878	\$ 4,953,550	\$ 3,874,661	\$ 8,828,211	\$ 3,971,286	\$ -	\$ 3,971,286
SOURCES OF FUNDS										
REVENUES:										
SCFF Revenue	Various	\$ 89,535,410	\$ -	\$ 89,535,410	\$ 58,103,728	\$ -	\$ 58,103,728	\$ 18,147,175	\$ -	\$ 18,147,175
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	4,667,096	4,667,096	-	2,798,869	2,798,869	-	-	-
Other State Sources	8600-8699	6,753,131	42,327,557	49,080,688	4,494,323	17,313,007	21,807,330	-	277,669	277,669
Other Local Sources	8800-8899	8,110,540	3,073,191	11,183,731	11,166,119	3,104,516	14,270,635	-	-	-
Total Revenue		104,399,081	50,067,844	154,466,925	73,764,170	23,216,392	96,980,562	18,147,175	277,669	18,424,844
OTHER FINANCING SOURCES:										
Sale of Surplus	8910-8919	117,081	-	117,081	77,919	-	77,919	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	4,694,809	4,694,809
Restricted Basic Aid	8980-8989	-	-	-	-	-	-	-	-	-
Incoming Transfers	8980-8989	5,147,000	173,979	5,320,979	2,799,000	-	2,799,000	840,000	-	840,000
Total Other Sources		5,264,081	173,979	5,438,060	2,876,919	-	2,876,919	840,000	4,694,809	5,534,809
TOTAL SOURCES OF FUNDS		109,663,162	50,241,823	159,904,985	76,641,089	23,216,392	99,857,481	18,987,175	4,972,478	23,959,653
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 51,281,306	\$ 6,629,171	\$ 57,910,477	\$ 33,313,128	\$ 2,629,152	\$ 35,942,280	\$ 1,114,887	\$ -	\$ 1,114,887
Classified Salaries	2000-2999	22,154,124	8,656,356	30,810,480	14,987,798	4,819,709	19,807,507	10,100,813	-	10,100,813
Employee Benefits	3000-3999	28,596,060	5,223,571	33,819,631	19,862,355	3,279,829	23,142,184	6,069,472	-	6,069,472
Supplies & Materials	4000-4999	1,226,610	5,862,888	7,089,498	908,249	1,547,190	2,455,439	81,000	3,000	84,000
Services & Other Operating	5000-5999	8,694,544	19,355,741	28,050,285	5,932,609	6,805,723	12,738,332	1,400,500	274,669	1,675,169
Capital Outlay	6000-6999	872,282	6,146,406	7,018,688	90,500	3,857,481	3,947,981	97,000	-	97,000
Total Expenditures		112,824,926	51,874,133	164,699,059	75,094,639	22,939,084	98,033,723	18,863,672	277,669	19,141,341
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ 389,721	\$ 250,000	\$ 639,721	\$ -	\$ -	\$ -	\$ 430,000	\$ -	\$ 430,000
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-	-	4,694,809	4,694,809
Payments to Students	7500-7699	-	4,119,083	4,119,083	-	4,151,969	4,151,969	-	-	-
Total Other Uses		389,721	4,369,083	4,758,804	-	4,151,969	4,151,969	430,000	4,694,809	5,124,809
TOTAL USES OF FUNDS		113,214,647	56,243,216	169,457,863	75,094,639	27,091,053	102,185,692	19,293,672	4,972,478	24,266,150
SURPLUS / (DEFICIT)		\$ (3,551,485)	\$ (6,001,393)	\$ (9,552,878)	\$ 1,546,450	\$ -	\$ 6,500,000	\$ (306,497)	\$ -	\$ (306,497)
ENDING BALANCE		9,000,000	-	9,000,000	6,500,000	-	6,500,000	3,664,789	-	3,664,789
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties		\$ 9,000,000	\$ -	\$ 9,000,000	\$ 6,500,000	\$ -	\$ 6,500,000	\$ 3,664,789	\$ -	\$ 3,664,789
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	-	-	-	-	-	-	-	-

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2019-2020**

Revenues, Expenditures and Change in Fund Balance

		General Fund				
		Basic Aid	Other	Total General Fund		
		General Fund	General Fund	General Fund	General Fund	Total
		Unrestricted	Unrestricted	Unrestricted	Restricted	
BEGINNING FUND BALANCE	9712	\$ 31,631,467	\$ 24,351,710	\$ 77,459,498	\$ 9,876,054	\$ 87,335,552
SOURCES OF FUNDS						
REVENUES:						
SCFF Revenue	Various	\$ -	\$ (3,863,410)	\$ 161,922,903	\$ -	\$ 161,922,903
Basic Aid		86,327,097	-	86,327,097	-	86,327,097
Federal Sources	8100-8199	-	-	-	7,465,965	7,465,965
Other State Sources	8600-8699	-	8,064,523	19,311,977	59,918,233	79,230,210
Other Local Sources	8800-8899	-	-	19,276,659	6,177,707	25,454,366
Total Revenue		86,327,097	4,201,113	286,838,636	73,561,905	360,400,541
OTHER FINANCING SOURCES:						
Sale of Surplus	8910-8919	-	-	195,000	-	195,000
Fiscal Agent Pass-Thru	8970-8979	-	-	-	4,694,809	4,694,809
Restricted Basic Aid	8980-8989	-	-	-	-	-
Incoming Transfers	8980-8989	-	-	8,786,000	173,979	8,959,979
Total Other Sources		-	-	8,981,000	4,868,788	13,849,788
TOTAL SOURCES OF FUNDS		86,327,097	4,201,113	295,819,636	78,430,693	374,250,329
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$ 579,540	\$ 1,915,812	\$ 88,204,673	\$ 9,258,323	\$ 97,462,996
Classified Salaries	2000-2999	206,251	326,725	47,775,711	13,476,065	61,251,776
Employee Benefits	3000-3999	252,887	8,080,542	62,861,316	8,503,400	71,364,716
Supplies & Materials	4000-4999	9,550	25,500	2,250,909	7,413,078	9,663,987
Services & Other Operating	5000-5999	1,252,265	3,898,357	21,178,275	26,436,133	47,614,408
Capital Outlay	6000-6999	-	1,000	1,060,782	10,003,887	11,064,669
Total Expenditures		2,300,493	14,247,936	223,331,666	75,090,886	298,422,552
OTHER FINANCING USES:						
Transfers Out	7300-7399	\$ -	\$ -	\$ 819,721	\$ 250,000	\$ 1,069,721
Basic Aid Transfers Out	7300-7399	91,000,966	-	91,000,966	-	91,000,966
Other Transfers	7400-7499	-	-	-	4,694,809	4,694,809
Payments to Students	7500-7699	-	-	-	8,271,052	8,271,052
Total Other Uses		91,000,966	-	91,820,687	13,215,861	105,036,548
TOTAL USES OF FUNDS		93,301,459	14,247,936	315,152,353	88,306,747	403,459,100
SURPLUS / (DEFICIT)		\$ (6,974,362)	\$ (10,046,823)	\$ (19,332,717)	\$ (9,876,054)	\$ (29,208,771)
ENDING BALANCE		24,657,105	14,304,887	58,126,781	-	58,126,781
COMPONENTS OF ENDING BALANCE						
Reserve, Economic Uncertainties		\$ -	\$ 14,304,887	\$ 33,469,676	\$ -	\$ 33,469,676
Reserve, Unrealized Tax Collections (Basic Aid)		17,145,419	-	17,145,419	-	17,145,419
Nondesignated Ending Fund Balance		7,511,686	-	7,511,686	-	7,511,686

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ADOPTED BUDGET - FISCAL YEAR 2019-2020

Revenues, Expenditures and Change in Fund Balance

		Community Education Fund			Student Financial Aid Fund			Associated Student Government		
		Saddleback	Irvine Valley	Total	Saddleback	Irvine Valley	Total	Saddleback	Irvine Valley	Total
		College (09) & (100)	College (07)		College (84)	College (84)		College (95)	College (96)	
BEGINNING FUND BALANCE	9712	\$ 443,977	\$ -	\$ 443,977	\$ -	\$ -	\$ -	\$ 238,349	\$ 297,965	\$ 536,314
SOURCES OF FUNDS										
REVENUES:										
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	10,800,000	9,230,000	20,030,000	-	-	-
Other State Sources	8600-8699	-	-	-	730,000	1,010,000	1,740,000	-	-	-
Other Local Sources	8800-8899	2,354,500	204,410	2,558,910	-	-	-	378,278	680,000	1,058,278
Total Revenue		2,354,500	204,410	2,558,910	11,530,000	10,240,000	21,770,000	378,278	680,000	1,058,278
OTHER FINANCING SOURCES:										
Sale of Surplus	8910-8919	-	-	-	-	-	-	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	-	-	-	-	-	-	-	-	-
Incoming Transfers	8980-8989	-	-	-	-	-	-	-	-	-
Total Other Sources		-	-	-	-	-	-	-	-	-
TOTAL SOURCES OF FUNDS		2,354,500	204,410	2,558,910	11,530,000	10,240,000	21,770,000	378,278	680,000	1,058,278
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 97,620	\$ 17,226	\$ 114,846	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	751,145	56,201	807,346	-	-	-	76,611	92,083	168,694
Employee Benefits	3000-3999	231,733	49,483	281,216	-	-	-	14,156	44,627	58,783
Supplies & Materials	4000-4999	108,315	1,000	109,315	-	-	-	260,806	15,300	276,106
Services & Other Operating	5000-5999	1,559,664	80,500	1,640,164	-	-	-	102,224	630,828	733,052
Capital Outlay	6000-6999	50,000	-	50,000	-	-	-	-	-	-
Total Expenditures		2,798,477	204,410	3,002,887	-	-	-	453,797	782,838	1,236,635
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-	-	-	-
Payments to Students	7500-7699	-	-	-	11,530,000	10,240,000	21,770,000	113,500	6,000	119,500
Total Other Uses		-	-	-	11,530,000	10,240,000	21,770,000	113,500	6,000	119,500
TOTAL USES OF FUNDS		2,798,477	204,410	3,002,887	11,530,000	10,240,000	21,770,000	567,297	788,838	1,356,135
SURPLUS / (DEFICIT)		\$ (443,977)	\$ -	\$ (443,977)	\$ -	\$ -	\$ -	\$ (189,019)	\$ (108,838)	\$ (297,857)
ENDING BALANCE		-	-	-	-	-	-	49,330	189,127	238,457
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,330	\$ 189,127	\$ 238,457
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	-	-	-	-	-	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Tentative Budget to Adopted Budget
Revenues, Expenditures and Change in Fund Balance

GENERAL FUND

		Unrestricted General Fund			Restricted General Fund		
		Tentative Budget	Budget Changes	Adopted Budget	Tentative Budget	Budget Changes	Adopted Budget
BEGINNING FUND BALANCE	9712	\$ 55,845,189	\$ 21,614,309	\$ 77,459,498	\$ 9,790,623	\$ 85,431	\$ 9,876,054
SOURCES OF FUNDS							
REVENUES:							
SCFF Revenue	Various	\$ 161,922,903	\$ -	\$ 161,922,903	\$ -	\$ -	\$ -
Basic Aid		82,710,097	3,617,000	86,327,097	-	-	-
Federal Sources	8100-8199	-	-	-	7,534,099	(68,134)	7,465,965
Other State Sources	8600-8699	11,656,977	155,000	11,811,977	51,712,683	7,977,881	59,690,564
Other Local Sources	8800-8899	18,716,556	560,103	19,276,659	6,133,851	43,856	6,177,707
Total Revenue		275,006,533	4,332,103	279,338,636	65,380,633	7,953,603	73,334,236
OTHER FINANCING SOURCES:							
Sale of Surplus	8910-8919	-	195,000	195,000	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	4,694,809	-	4,694,809
Restricted Basic Aid	8980-8989	-	-	-	-	-	-
Incoming Transfers	8980-8989	8,938,000	(152,000)	8,786,000	183,885	(9,906)	173,979
Total Other Sources		8,938,000	43,000	8,981,000	4,878,694	(9,906)	4,868,788
TOTAL SOURCES OF FUNDS		283,944,533	4,375,103	288,319,636	70,259,327	7,943,697	78,203,024
USES OF FUNDS							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ 85,527,536	\$ 2,677,137	\$ 88,204,673	\$ 8,439,163	\$ 819,160	\$ 9,258,323
Classified Salaries	2000-2999	47,576,719	198,992	47,775,711	12,516,331	959,734	13,476,065
Employee Benefits	3000-3999	56,320,051	(958,735)	55,361,316	8,229,139	274,261	8,503,400
Supplies & Materials	4000-4999	2,344,441	(93,532)	2,250,909	6,722,580	690,498	7,413,078
Services & Other Operating	5000-5999	21,688,134	(509,859)	21,178,275	27,287,312	(1,078,848)	26,208,464
Capital Outlay	6000-6999	709,999	350,783	1,060,782	6,443,139	3,560,748	10,003,887
Total Expenditures		214,166,880	1,664,786	215,831,666	69,637,664	5,225,553	74,863,217
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ 706,117	\$ 113,604	\$ 819,721	\$ 250,000	\$ -	\$ 250,000
Basic Aid Transfers Out	7300-7399	91,000,966	-	91,000,966	-	-	-
Other Transfers	7400-7499	-	-	-	4,694,809	-	4,694,809
Payments to Students	7500-7699	-	-	-	5,467,477	2,803,575	8,271,052
Total Other Uses		91,707,083	113,604	91,820,687	10,412,286	2,803,575	13,215,861
TOTAL USES OF FUNDS		305,873,963	1,778,390	307,652,353	80,049,950	8,029,128	88,079,078
SURPLUS / (DEFICIT)		\$ (21,929,430)	\$ 2,596,713	\$ (19,332,717)	\$ (9,790,623)	\$ (85,431)	\$ (9,876,054)
ENDING BALANCE		\$ 33,915,759	\$ 24,211,022	\$ 58,126,781	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE							
Reserve, Economic Uncertainties		\$ 17,245,375	\$ 16,224,301	\$ 33,469,676	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		16,670,384	475,035	17,145,419	-	-	-
Nondesignated Ending Fund Balance		-	7,511,686	7,511,686	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance

		Saddleback College			Unrestricted General Fund			District Services		
		Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ 11,041,409	\$ 11,041,409	\$ 12,551,485	\$ 1,291,459	\$ 1,291,459	\$ 4,953,550	\$ 3,554,648	\$ 3,554,648	\$ 3,971,286
SOURCES OF FUNDS										
REVENUES:										
SCFF Revenue	Various	\$ 88,120,577	\$ 88,120,577	\$ 89,535,410	\$ 52,522,573	\$ 52,522,573	\$ 58,103,728	\$ 16,927,118	\$ 16,927,118	\$ 18,147,175
Basic Aid		-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-	-	-	-	-
Other State Sources	8600-8699	6,352,957	6,352,957	6,753,131	3,544,158	3,544,158	4,494,323	-	-	-
Other Local Sources	8800-8899	6,833,848	6,923,543	8,110,540	8,991,460	10,197,107	11,166,119	-	4,834	-
Total Revenue		101,307,382	101,397,077	104,399,081	65,058,191	66,263,838	73,764,170	16,927,118	16,931,952	18,147,175
OTHER FINANCING SOURCES:										
Sale of Surplus	8910-8919	-	-	117,081	-	-	77,919	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	-	-	-	-	-	-	-	-	-
Incoming Transfers	8980-8989	3,546,040	3,464,440	5,147,000	2,100,000	2,197,764	2,799,000	630,000	686,558	840,000
Total Other Sources		3,546,040	3,464,440	5,264,081	2,100,000	2,197,764	2,876,919	630,000	686,558	840,000
TOTAL SOURCES OF FUNDS		104,853,422	104,861,517	109,663,162	67,158,191	68,461,602	76,641,089	17,557,118	17,618,510	18,987,175
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 51,611,233	\$ 48,246,529	\$ 51,281,306	\$ 30,160,524	\$ 30,614,171	\$ 33,313,128	\$ 1,140,993	\$ 1,124,620	\$ 1,114,887
Classified Salaries	2000-2999	21,831,899	20,312,198	22,154,124	13,648,177	13,332,494	14,987,798	9,428,871	9,227,189	10,100,813
Employee Benefits	3000-3999	29,055,986	26,354,241	28,596,060	18,074,010	16,739,020	19,862,355	5,683,896	5,476,983	6,069,472
Supplies & Materials	4000-4999	1,334,216	891,513	1,226,610	802,715	772,388	908,249	90,960	61,948	81,000
Services & Other Operating	5000-5999	8,036,907	6,618,228	8,694,544	4,745,354	3,314,275	5,932,609	4,299,291	875,557	1,400,500
Capital Outlay	6000-6999	1,089,590	591,767	872,282	18,870	27,163	90,500	117,755	85,575	97,000
Total Expenditures		112,959,831	103,014,476	112,824,926	67,449,650	64,799,511	75,094,639	20,761,766	16,851,872	18,863,672
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ 635,000	\$ 336,965	\$ 389,721	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	\$ 430,000
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-	-	-	-
Payments to Students	7500-7699	-	-	-	-	-	-	-	-	-
Total Other Uses		635,000	336,965	389,721	-	-	-	350,000	350,000	430,000
TOTAL USES OF FUNDS		113,594,831	103,351,441	113,214,647	67,449,650	64,799,511	75,094,639	21,111,766	17,201,872	19,293,672
SURPLUS / (DEFICIT)		\$ (8,741,409)	\$ 1,510,076	\$ (3,551,485)	\$ (291,459)	\$ 3,662,091	\$ 1,546,450	\$ (3,554,648)	\$ 416,638	\$ (306,497)
ENDING BALANCE		2,300,000	12,551,485	9,000,000	1,000,000	4,953,550	6,500,000	-	3,971,286	3,664,789
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties		\$ 2,300,000	\$ 9,000,000	\$ 9,000,000	\$ 1,000,000	\$ 4,953,550	\$ 6,500,000	\$ -	\$ 3,664,789	\$ 3,664,789
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	3,551,485	-	-	-	-	-	306,497	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance

		Basic Aid			Unrestricted General Fund Other			TOTAL		
		Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ 27,292,549	\$ 27,292,549	\$ 31,631,467	\$ 17,988,506	\$ 17,988,506	\$ 24,351,710	\$ 61,168,571	\$ 61,168,571	\$ 77,459,498
SOURCES OF FUNDS										
REVENUES:										
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ 3,250,354	\$ 3,250,354	\$ (3,863,410)	\$ 160,820,622	\$ 160,820,622	\$ 161,922,903
Basic Aid		73,839,378	80,888,655	86,327,097	-	-	-	73,839,378	80,888,655	86,327,097
Federal Sources	8100-8199	-	-	-	-	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	6,631,772	9,521,875	8,064,523	16,528,887	19,418,990	19,311,977
Other Local Sources	8800-8899	-	-	-	-	6,045,833	-	15,825,308	23,171,317	19,276,659
Total Revenue		73,839,378	80,888,655	86,327,097	9,882,126	18,818,062	4,201,113	267,014,195	284,299,584	286,838,636
OTHER FINANCING SOURCES:										
Sale of Surplus	8910-8919	-	-	-	-	-	-	-	-	195,000
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	-	-	-	-	-	-	-	-	-
Incoming Transfers	8980-8989	-	-	-	-	-	-	6,276,040	6,348,762	8,786,000
Total Other Sources		-	-	-	-	-	-	6,276,040	6,348,762	8,981,000
TOTAL SOURCES OF FUNDS		73,839,378	80,888,655	86,327,097	9,882,126	18,818,062	4,201,113	273,290,235	290,648,346	295,819,636
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 370,561	\$ -	\$ 579,540	\$ 3,002,373	\$ 1,596,442	\$ 1,915,812	\$ 86,285,684	\$ 81,581,762	\$ 88,204,673
Classified Salaries	2000-2999	195,517	219,407	206,251	357,724	349,401	326,725	45,462,188	43,440,689	47,775,711
Employee Benefits	3000-3999	182,821	125,917	252,887	6,841,328	6,843,973	8,080,542	59,838,041	55,540,134	62,861,316
Supplies & Materials	4000-4999	13,500	5,456	9,550	25,500	410	25,500	2,266,891	1,731,715	2,250,909
Services & Other Operating	5000-5999	1,762,578	1,439,772	1,252,265	3,783,991	3,664,632	3,898,357	22,628,121	15,912,464	21,178,275
Capital Outlay	6000-6999	3,878	3,344	-	1,000	-	1,000	1,231,093	707,849	1,060,782
Total Expenditures		2,528,855	1,793,896	2,300,493	14,011,916	12,454,858	14,247,936	217,712,018	198,914,613	223,331,666
OTHER FINANCING USES:										
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 985,000	\$ 686,965	\$ 819,721
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	91,000,966	-	-	-	74,755,841	74,755,841	91,000,966
Other Transfers	7400-7499	-	-	-	-	-	-	-	-	-
Payments to Students	7500-7699	-	-	-	-	-	-	-	-	-
Total Other Uses		74,755,841	74,755,841	91,000,966	-	-	-	75,740,841	75,442,806	91,820,687
TOTAL USES OF FUNDS		77,284,696	76,549,737	93,301,459	14,011,916	12,454,858	14,247,936	293,452,859	274,357,419	315,152,353
SURPLUS / (DEFICIT)		\$ (3,445,318)	\$ 4,338,918	\$ (6,974,362)	\$ (4,129,790)	\$ 6,363,204	\$ (10,046,823)	\$ (20,162,624)	\$ 16,290,927	\$ (19,332,717)
ENDING BALANCE		23,847,231	31,631,467	24,657,105	13,858,716	24,351,710	14,304,887	41,005,947	77,459,498	58,126,781
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties		\$ -	\$ -	\$ -	\$ 13,858,716	\$ 14,304,887	\$ 14,304,887	\$ 17,158,716	\$ 31,923,226	\$ 33,469,676
Reserve, Unrealized Tax Collections (Basic Aid)		23,847,231	17,145,419	17,145,419	-	-	-	23,847,231	17,145,419	17,145,419
Nondesignated Ending Fund Balance		-	14,486,048	7,511,686	-	10,046,823	-	-	28,390,853	7,511,686

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance

		Restricted General Fund					
		Saddleback College			Irvine Valley College		
		Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ 5,844,193	\$ 5,844,193	\$ 6,001,393	\$ 3,687,316	\$ 3,687,316	\$ 3,874,661
SOURCES OF FUNDS							
REVENUES:							
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-
Federal Sources	8100-8199	3,325,758	2,058,916	4,667,096	3,204,406	1,183,365	2,798,869
Other State Sources	8600-8699	41,907,860	23,613,081	42,327,557	18,523,686	12,237,575	17,313,007
Other Local Sources	8800-8899	3,589,738	3,106,557	3,073,191	3,985,114	3,156,601	3,104,516
Total Revenue		48,823,356	28,778,554	50,067,844	25,713,206	16,577,541	23,216,392
OTHER FINANCING SOURCES:							
Sale of Surplus	8910-8919	-	-	-	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	-	-	-	-	-	-
Incoming Transfers	8980-8989	250,000	132,489	173,979	-	-	-
Total Other Sources		250,000	132,489	173,979	-	-	-
TOTAL SOURCES OF FUNDS		49,073,356	28,911,043	50,241,823	25,713,206	16,577,541	23,216,392
USES OF FUNDS							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ 7,576,348	\$ 6,004,038	\$ 6,629,171	\$ 4,125,076	\$ 3,185,204	\$ 2,629,152
Classified Salaries	2000-2999	9,620,201	6,122,007	8,656,356	5,111,628	3,800,560	4,819,709
Employee Benefits	3000-3999	5,806,164	4,032,449	5,223,571	3,548,297	2,513,528	3,279,829
Supplies & Materials	4000-4999	6,161,856	1,183,128	5,862,888	1,256,650	600,161	1,547,190
Services & Other Operating	5000-5999	13,052,731	4,368,274	19,355,741	5,961,960	1,580,965	6,805,723
Capital Outlay	6000-6999	10,046,015	4,962,140	6,146,406	6,068,099	2,258,845	3,857,481
Total Expenditures		52,263,315	26,672,036	51,874,133	26,071,710	13,939,263	22,939,084
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ 308,917	\$ 345,278	\$ 250,000	\$ -	\$ 27,000	\$ -
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-
Payments to Students	7500-7699	2,345,317	1,736,529	4,119,083	3,328,812	2,423,933	4,151,969
Total Other Uses		2,654,234	2,081,807	4,369,083	3,328,812	2,450,933	4,151,969
TOTAL USES OF FUNDS		54,917,549	28,753,843	56,243,216	29,400,522	16,390,196	27,091,053
SURPLUS / (DEFICIT)		\$ (5,844,193)	\$ 157,200	\$ (6,001,393)	\$ (3,687,316)	\$ 187,345	\$ -
ENDING BALANCE		-	6,001,393	-	-	3,874,661	-
COMPONENTS OF ENDING BALANCE							
Reserve, Economic Uncertainties		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	6,001,393	-	-	3,874,661	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance

		Restricted General Fund					
		District Services			TOTAL		
		Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020	Revised Budget FY 2018-2019	Actual FY 2018-2019	Adopted Budget FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ -	\$ -	\$ -	\$ 9,531,509	\$ 9,531,509	\$ 9,876,054
SOURCES OF FUNDS							
REVENUES:							
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	6,530,164	3,242,281	7,465,965
Other State Sources	8600-8699	256,377	28,708	277,669	60,687,923	35,879,364	59,918,233
Other Local Sources	8800-8899	-	-	-	7,574,852	6,263,158	6,177,707
Total Revenue		256,377	28,708	277,669	74,792,939	45,384,803	73,561,905
OTHER FINANCING SOURCES:							
Sale of Surplus	8910-8919	-	-	-	-	-	-
Fiscal Agent Pass-Thru	8970-8979	4,528,571	4,537,802	4,694,809	4,528,571	4,537,802	4,694,809
Restricted Basic Aid	8980-8989	-	-	-	-	-	-
Incoming Transfers	8980-8989	-	-	-	250,000	132,489	173,979
Total Other Sources		4,528,571	4,537,802	4,694,809	4,778,571	4,670,291	4,868,788
TOTAL SOURCES OF FUNDS		4,784,948	4,566,510	4,972,478	79,571,510	50,055,094	78,430,693
USES OF FUNDS							
EXPENDITURES:							
Academic Salaries	1000-1999	\$ -	\$ -	\$ -	\$ 11,701,424	\$ 9,189,242	\$ 9,258,323
Classified Salaries	2000-2999	-	-	-	14,731,829	9,922,567	13,476,065
Employee Benefits	3000-3999	-	-	-	9,354,461	6,545,977	8,503,400
Supplies & Materials	4000-4999	-	2,585	3,000	7,418,506	1,785,874	7,413,078
Services & Other Operating	5000-5999	256,377	26,123	274,669	19,271,068	5,975,362	26,436,133
Capital Outlay	6000-6999	-	-	-	16,114,114	7,220,985	10,003,887
Total Expenditures		256,377	28,708	277,669	78,591,402	40,640,007	75,090,886
OTHER FINANCING USES:							
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ 308,917	\$ 372,278	\$ 250,000
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-
Other Transfers	7400-7499	4,528,571	4,537,802	4,694,809	4,528,571	4,537,802	4,694,809
Payments to Students	7500-7699	-	-	-	5,674,129	4,160,462	8,271,052
Total Other Uses		4,528,571	4,537,802	4,694,809	10,511,617	9,070,542	13,215,861
TOTAL USES OF FUNDS		4,784,948	4,566,510	4,972,478	89,103,019	49,710,549	88,306,747
SURPLUS / (DEFICIT)		\$ -	\$ -	\$ -	\$ (9,531,509)	\$ 344,545	\$ (9,876,054)
ENDING BALANCE		-	-	-	-	9,876,054	-
COMPONENTS OF ENDING BALANCE							
Reserve, Economic Uncertainties		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	-	-	-	9,876,054	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance

		Community Education			SC Child Development			Capital Outlay			Self-Insurance		
		Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget
		FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ 563,040	\$ 563,040	\$ 443,977	\$ 16,862	\$ 16,862	\$ -	\$ 250,368,787	\$ 250,368,787	\$ 275,713,949	\$ 3,185,478	\$ 3,185,478	\$ 3,306,877
SOURCES OF FUNDS													
REVENUES:													
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-	-	-	-	-	-	-	-
Other State Sources	8600-8699	-	-	-	-	-	-	-	-	3,343,000	-	-	-
Other Local Sources	8800-8899	2,379,999	2,209,404	2,558,910	755,000	779,804	839,000	3,275,000	10,744,434	6,335,000	10,000	201,392	80,000
Total Revenue		2,379,999	2,209,404	2,558,910	755,000	779,804	839,000	3,275,000	10,744,434	9,678,000	10,000	201,392	80,000
OTHER FINANCING SOURCES:													
Sale of Surplus	8910-8919	-	-	-	-	-	-	-	-	-	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	-	-	-	-	-	-	69,361,841	69,361,841	85,300,966	-	-	-
Incoming Transfers	8980-8989	-	-	-	385,000	227,493	215,742	250,000	250,000	49,068,000	850,000	850,000	430,000
Total Other Sources		-	-	-	385,000	227,493	215,742	69,611,841	69,611,841	134,368,966	850,000	850,000	430,000
TOTAL SOURCES OF FUNDS		2,379,999	2,209,404	2,558,910	1,140,000	1,007,297	1,054,742	72,886,841	80,356,275	144,046,966	860,000	1,051,392	510,000
USES OF FUNDS													
EXPENDITURES:													
Academic Salaries	1000-1999	\$ 135,077	\$ 132,787	\$ 114,846	\$ -	\$ 42,434	\$ 54,615	\$ -	\$ -	\$ -	\$ 4,098	\$ 4,098	\$ -
Classified Salaries	2000-2999	877,000	724,618	807,346	807,724	685,749	679,355	1,090,261	1,063,177	353,563	435,888	435,886	293,085
Employee Benefits	3000-3999	350,713	276,725	281,216	320,376	275,079	292,772	421,455	418,902	152,366	178,273	178,269	162,602
Supplies & Materials	4000-4999	108,699	78,649	109,315	21,162	17,516	23,000	26,700	22,852	1,000	8,000	75	4,000
Services & Other Operating	5000-5999	1,402,967	1,114,655	1,640,164	7,600	3,381	5,000	6,713,180	1,930,456	5,679,459	554,391	231,665	690,126
Capital Outlay	6000-6999	68,583	1,033	50,000	-	-	-	289,488,395	51,574,557	362,991,190	15,000	-	12,000
Total Expenditures		2,943,039	2,328,467	3,002,887	1,156,862	1,024,159	1,054,742	297,739,991	55,009,944	369,177,578	1,195,650	849,993	1,161,813
OTHER FINANCING USES:													
Transfers Out	7300-7399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,169	\$ 1,169	\$ 800,000	\$ 80,000	\$ 80,000	\$ -
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	48,818,000	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-	-	-	-	-	-	-
Payments to Students	7500-7699	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Uses		-	-	-	-	-	-	1,169	1,169	49,618,000	80,000	80,000	-
TOTAL USES OF FUNDS		2,943,039	2,328,467	3,002,887	1,156,862	1,024,159	1,054,742	297,741,160	55,011,113	418,795,578	1,275,650	929,993	1,161,813
SURPLUS / (DEFICIT)		\$ (563,040)	(119,063)	\$ (443,977)	\$ (16,862)	(16,862)	\$ -	\$ (224,854,319)	\$ 25,345,162	\$ (274,748,612)	\$ (415,650)	\$ 121,399	\$ (651,813)
ENDING BALANCE		\$ -	\$ 443,977	\$ -	\$ -	\$ -	\$ -	\$ 25,514,468	\$ 275,713,949	\$ 965,337	\$ 2,769,828	\$ 3,306,877	\$ 2,655,064
COMPONENTS OF ENDING BALANCE													
Reserve, Economic Uncertainties		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,514,468	\$ 965,337	\$ 965,337	\$ 2,769,828	\$ 2,655,064	\$ 2,655,064
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-	-	-	-
Nondesignated Ending Fund Balance		-	443,977	-	-	-	-	-	274,748,612	-	-	651,813	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

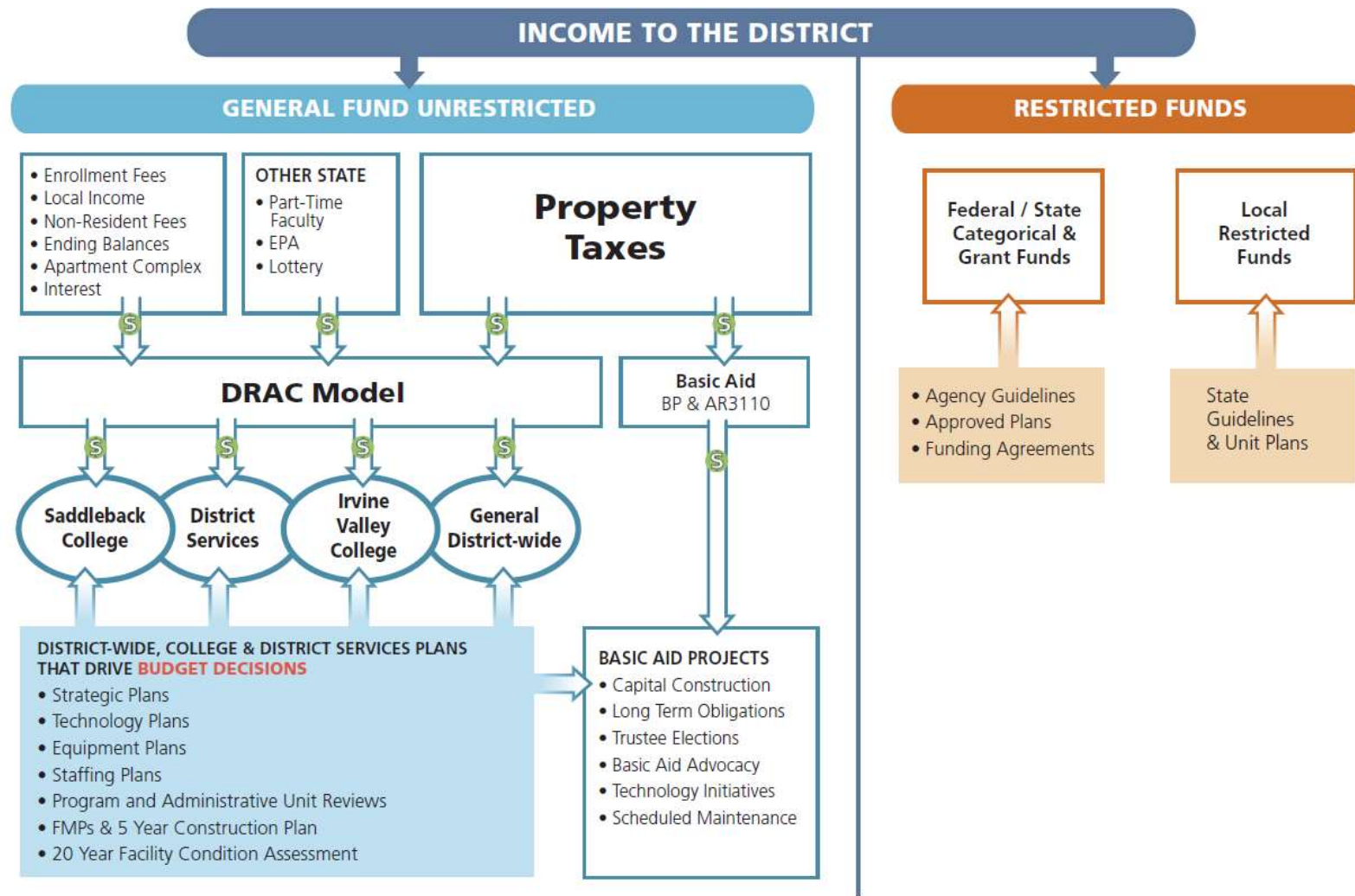
Revenues, Expenditures and Change in Fund Balance

		Retiree Benefit & OPEB			Pension Stability Trust Fund			Student Financial Aid Fund			Associated Student Government Fund		
		Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget	Revised Budget	Actual	Adopted Budget
		FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020	FY 2018-2019	FY 2018-2019	FY 2019-2020
BEGINNING FUND BALANCE	9712	\$ 118,919,058	\$ 118,919,058	\$ 124,400,662	\$ 34,914,596	\$ 34,914,596	\$ 30,325,168	\$ -	\$ 2,416	\$ -	\$ 335,615	\$ 335,615	\$ 536,314
SOURCES OF FUNDS													
REVENUES:													
SCFF Revenue	Various	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid		-	-	-	-	-	-	-	-	-	-	-	-
Federal Sources	8100-8199	-	-	-	-	-	-	22,075,000	22,588,390	20,030,000	-	-	-
Other State Sources	8600-8699	-	-	-	-	-	-	1,989,000	1,751,069	1,740,000	-	-	-
Other Local Sources	8800-8899	10,904,000	10,949,914	11,070,000	1,000,000	1,778,803	1,000,000	-	-	-	965,882	1,164,529	1,058,278
Total Revenue		10,904,000	10,949,914	11,070,000	1,000,000	1,778,803	1,000,000	24,064,000	24,339,459	21,770,000	965,882	1,164,529	1,058,278
OTHER FINANCING SOURCES:													
Sale of Surplus	8910-8919	-	-	-	-	-	-	-	-	-	-	-	-
Fiscal Agent Pass-Thru	8970-8979	-	-	-	-	-	-	-	-	-	-	-	-
Restricted Basic Aid	8980-8989	4,894,000	4,894,000	5,700,000	-	-	-	-	-	-	-	-	-
Incoming Transfers	8980-8989	-	-	-	-	-	-	-	124,122	-	-	-	-
Total Other Sources		4,894,000	4,894,000	5,700,000	-	-	-	-	124,122	-	-	-	-
TOTAL SOURCES OF FUNDS		15,798,000	15,843,914	16,770,000	1,000,000	1,778,803	1,000,000	24,064,000	24,463,581	21,770,000	965,882	1,164,529	1,058,278
USES OF FUNDS													
EXPENDITURES:													
Academic Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	-	-	-	-	-	-	-	-	-	182,148	190,162	168,694
Employee Benefits	3000-3999	9,824,000	9,971,213	10,640,000	-	-	-	-	-	-	59,686	22,619	58,783
Supplies & Materials	4000-4999	-	-	-	-	-	-	-	2,416	-	89,809	79,050	276,106
Services & Other Operating	5000-5999	470,000	391,097	480,000	200,000	100,638	100,000	-	-	-	748,778	530,638	733,052
Capital Outlay	6000-6999	-	-	-	-	-	-	-	-	-	12,581	5,883	-
Total Expenditures		10,294,000	10,362,310	11,120,000	200,000	100,638	100,000	-	2,416	-	1,093,002	828,352	1,236,635
OTHER FINANCING USES:													
Transfers Out	7300-7399	\$ -	\$ -	\$ -	6,196,040	6,267,593	7,986,000	\$ -	\$ -	\$ -	25,000	25,000	\$ -
Basic Aid Transfers Out	7300-7399	-	-	-	-	-	-	-	-	-	-	-	-
Other Transfers	7400-7499	-	-	-	-	-	-	-	-	-	-	-	-
Payments to Students	7500-7699	-	-	-	-	-	-	24,064,000	24,463,581	21,770,000	64,095	110,478	119,500
Total Other Uses		-	-	-	6,196,040	6,267,593	7,986,000	24,064,000	24,463,581	21,770,000	89,095	135,478	119,500
TOTAL USES OF FUNDS		10,294,000	10,362,310	11,120,000	6,396,040	6,368,231	8,086,000	24,064,000	24,465,997	21,770,000	1,182,097	963,830	1,356,135
SURPLUS / (DEFICIT)		\$ 5,504,000	\$ 5,481,604	\$ 5,650,000	\$ (5,396,040)	\$ (4,589,428)	\$ (7,086,000)	\$ -	\$ (2,416)	\$ -	\$ (216,215)	\$ 200,699	\$ (297,857)
ENDING BALANCE		\$ 124,423,058	\$ 124,400,662	\$ 130,050,662	\$ 29,518,556	\$ 30,325,168	\$ 23,239,168	\$ -	\$ -	\$ -	\$ 119,400	\$ 536,314	\$ 238,457
COMPONENTS OF ENDING BALANCE													
Reserve, Economic Uncertainties		\$ 124,423,058	\$ 124,400,662	\$ 130,050,662	\$ 29,518,556	\$ 23,239,168	\$ 23,239,168	\$ -	\$ -	\$ -	\$ 119,400	\$ 238,457	\$ 238,457
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-	-	-	-
Non-designated Ending Fund Balance		-	-	-	-	7,086,000	-	-	-	-	-	297,857	-

APPENDIX A

Resource Allocation Process

Board policies, regulations and budget development guidelines govern income decisions.



APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by the state funding formula. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, charged with making recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for the Unrestricted General Fund and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. Funds are distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education Master and Strategic Plans (EMSP)** capture information from a variety of sources, both internal and external, to facilitate data driven decision-making. The products are long-term plans for continuous quality improvements focusing on strategies for academic excellence within the CCCCCO Vision for Success.
- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year’s budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Facilities Master Plan (FMP)** is the long-term plan for facilities improvements that aligns with the EMSP.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.

- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long-term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.
- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance Funds** are state funds that are provided for major repairs of buildings and equipment. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Funds** are funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving funds from the state. These funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Technology Master Plan** is the long-term plan for technology improvements that aligns with the EMSP.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility Condition Assessment** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP - Enter into a Grant of Easement to Irvine Ranch Water District (IRWD)

ACTION: Public Hearing

BACKGROUND

On July 15, 2019, the Board of Trustees approved Resolution No. 19-14 declaring its intention to enter into a Grant of Easement agreement with Irvine Ranch Water District (IRWD) at the Advanced Technology and Education Park (ATEP) site and to conduct a public hearing on August 26, 2019.

The Notice of Public Hearing has been posted to the District's website, and is publically displayed at Saddleback College, Irvine Valley College (IVC) and the IVC IDEA Building at ATEP.

STATUS

The District has received the Grant of Easement and this hearing will provide the public with an opportunity to comment on this proposed Grant of Easement. The Grant of Easement will allow IRWD to construct, reconstruct and maintain water and sewer pipelines that service the IVC IDEA Building and will provide future capacity for the ATEP Phase 1 site.

The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement with IRWD are in the best interest of the District.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP Phase 1 Site - Adopt Resolution No.19-17 and Enter into a Grant of Easement to Irvine Ranch Water District (IRWD)

ACTION: Approval

BACKGROUND

California Education Code 81318 et seq. requires the Board to adopt a resolution declaring its intention to convey an easement for utility purposes over any real property belonging to the District and to conduct a public hearing prior to entering into such easement.

Irvine Ranch Water District (IRWD) has requested an easement over a portion of the Advanced Technology and Education Park (ATEP) Phase 1 site that will allow IRWD to construct, reconstruct and maintain water and sewer pipelines that service the Irvine Valley College IDEA Building and will provide future capacity for the ATEP Phase 1 site.

On July 15, 2019, the Board adopted Resolution No. 19-14, a declaration of intention to enter into a Grant of Easement to IRWD for the ATEP Phase 1 site and to conduct a public hearing.

STATUS

Staff and consultants worked with IRWD to develop the easement document that is attached as EXHIBIT B.

Adoption of Resolution No. 19-17 (EXHIBIT A) will result in the granting of an easement to IRWD, which subsequently will be recorded with the Orange County Recorder's Office.

No costs are associated with this proposal.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-17 to authorize entering into a Grant of Easement to Irvine Ranch Water District (IRWD) over portions of the Advanced Technology and Education Park (ATEP) Phase 1 Site for utility purposes.

Resolution No. 19-17

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING GRANT OF AN EASEMENT TO
IRVINE RANCH WATER DISTRICT (IRWD)

August 26, 2019

WHEREAS, Irvine Ranch Water District (“IRWD”) has requested that the South Orange County Community College District (“District”) grant an easement to IRWD upon a portion of the District’s Advanced Technology and Education Park Site (“Easement”). The Easement, including the legal description and map depicting the location of the Easement, is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, an easement for utility purposes over any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree; and

WHEREAS, the District desires to provide the Easement in order to allow IRWD to construct, reconstruct and maintain water and sewer pipelines that service Irvine Valley College’s IDEA Building and will provide future capacity for Phase 1 of the District’s Advanced Technology and Education Park site, pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, pursuant to Education Code section 81311, on July 15, 2019, the District’s governing board (“Board”), in a regular open meeting, by at least a two-thirds vote of all its members adopted Resolution No. 19-14 (the “Resolution”) declaring its intention to grant the Easement; and

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed August 26, 2019, for a public hearing (“Public Hearing”) upon the question of making the grant of the Easement to IRWD; and

WHEREAS, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five days before the Public Hearing, in a local newspaper; and

WHEREAS, pursuant to Education Code section 81313, on August 26, 2019, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the grant of the Easement to IRWD; and

WHEREAS, no petition pursuant to Education Code section 81314 has been filed with the District's Board; and

NOW, THEREFORE, the Board of Trustees of the South Orange County Community College District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

1. That the above recitals are all true and correct.
2. The District's Board authorizes and directs the Chancellor to execute the Easement and take whatever action is necessary to complete the grant of the Easement to Irvine Ranch Water District (IRWD).
3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 26, 2019.

T.J. Prendergast III, President

Timothy Jemal, Vice President

James R. Wright, Clerk

David B. Lang, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Kathleen F. Burke, Chancellor
And Secretary to the Governing Board

Recording Requested by and
Return to:

Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E _____

ASSESSOR'S PARCEL NO(S).:
430-283-09, 21

FREE RECORDING REQUESTED:
Essential to Acquisition By
Irvine Ranch Water District
Government Code §§6103 & 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Exempt from Documentary Transfer Tax per
Revenue and Taxation Code §11922

GRANT OF EASEMENT
TO
IRVINE RANCH WATER DISTRICT
BY
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("Owner" herein), hereby grants and conveys to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("Grantee" herein), a perpetual, non-exclusive easement and right-of-way for water and sewer pipeline and access purposes. This easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the facilities lying within the Easement Area. This easement shall also include the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use parallel or any other facilities or appurtenances of the same general type and purpose as the originally installed facilities (collectively, the originally installed facilities and any such parallel or other facilities, and any replacements, renewals, repairs and improvements of any of the foregoing are collectively referred to as the "Facilities").

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

A. Rights of Owner to Use Easement Area:

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences or block walls, cuts, fills or other structures or other compatible improvements under, upon, over, and across the Easement Area.

Project	<u>ATEP Campus, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6882)</u>
Title Company	<u>none</u>
Title Report No.	<u>vesting deed Inst. No. 2004000369376, O.R.</u>
Project Engineer	<u>BKF</u>

2. Concurrence of Grantee. Such use by the Owner of the Easement Area for landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee except that no trees shall be planted in said Easement Area without the prior written consent of Grantee. Further, such use by the Owner of the Easement Area for roadway improvements, which do not result in cuts closer than three (3) feet above the top of Grantee's Facilities or fills greater than two (2) feet above the existing ground may be made without notification to or concurrence of Grantee. It is agreed, however, that no such use for any other purposes shall be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the Facilities. Grantee agrees that it shall not unreasonably withhold its concurrence.

B. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

C. Acceptance and Recordation:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

IN WITNESS WHEREOF this Grant of Easement has been executed this _____ day of _____, 20____.

"Owner"

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of California

By _____

Name _____

Title: _____

Project	_____ ATEP Campus, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6882)
Title Company	_____ none
Title Report No.	_____ vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	_____ BKF

ACKNOWLEDGEMENT

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 _____)
COUNTY OF _____)

On _____, 20____, before me, _____,
a Notary Public in and for said State, 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.

Notary Public in and for said State

(SEAL)

Project	_____ ATEP Campus, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6882)
Title Company	_____ none
Title Report No.	_____ vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	_____ BKF

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated _____
from _____
to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the undersigned officer
on behalf of the Board of Directors pursuant to authority conferred by Resolution 2014-40 of the Board of Directors,
adopted on September 8, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____

Leslie Bonkowski
Secretary to Board of Directors

Project	_____	ATEP Campus, Pcl. 1-E-1.1, LLA No. LLA 03-01 (IRWD Code 6882)
Title Company	_____	none
Title Report No.	_____	vesting deed Inst. No. 2004000369376, O.R.
Project Engineer	_____	BKF



April 25, 2019
BKF No. 20122006-13
Page 1 of 4

EXHIBIT "A"
IRWD EASEMENT
Tustin, CA
Portion of APN: 430-283-29
LEGAL DESCRIPTION

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being the portion of the below described area lying within that certain PARCEL I-E-1.1 as said parcel is described in that certain document entitled "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471," filed for record on April 29, 2004 in Document No. 2004000369376, and excluding that portion lying within that certain PARCEL IV-J-6 as said parcel is described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE," filed for record on May 14, 2002 as Document No. 20020404590, both of Official Records in the Office of said County Recorder, more particularly described as follows;

BEGINNING at a point in the easterly corner of said PARCEL I-E-4 as said parcel is described in that certain document entitled "QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471," filed for record on May 14, 2002 in Document No. 20020404595, of Official Records of said County Recorder, said point being also on the southwesterly right of way line of Valencia Avenue;

Thence along said southwesterly line South 47°19'39" East, 36.03 feet;

Thence leaving said southwesterly line the following twenty-eight (28) courses:

1. South 40°29'44" West, 281.47 feet to the beginning of a curve to the left, having a radius of 326.00 feet;
2. Southwesterly along said curve, through a central angle of 31°39'59", an arc length of 180.17 feet to the beginning of a compound curve, having a radius of 15.00 feet, from said point a radial line bears South 81°10'15" East;
3. Southeasterly along said curve, through a central angle of 95°44'25", an arc length of 25.06 feet;
4. South 86°54'41" East, 2.53 feet;
5. North 3°05'19" East, 10.00 feet;
6. South 86°54'41" East, 6.00 feet;
7. South 3°05'19" West, 10.00 feet;
8. South 86°54'41" East, 28.65 feet to the beginning of a curve to the right, having a radius of 150.00 feet;
9. Easterly along said curve, through a central angle of 20°24'03", an arc length of 53.41 feet ;
10. North 86°55'28" East, 22.36 feet;
11. South 66°30'38" East, 127.10 feet;
12. South 39°56'44" East, 22.36 feet;
13. South 66°30'38" East, 3.27 feet;
14. North 23°29'22" East, 9.18 feet;
15. North 50°03'16" East, 4.27 feet;
16. South 66°30'38" East, 13.92 feet;
17. South 23°28'15" West, 13.00 feet;

18. South 66°30'38" East, 198.00 feet to the beginning of a curve to the left, having a radius of 110.00 feet;
19. Easterly along said curve, through a central angle of 17°17'17", an arc length of 33.19 feet;
20. South 83°47'55" East, 54.51 feet to the beginning of a curve to the left, having a radius of 70.00 feet;
21. Easterly along said curve, through a central angle of 51°38'01", an arc length of 63.08 feet to the beginning of a reverse curve, having a radius of 75.00 feet, from said point a radial line bears South 45°25'56" East;
22. Northeasterly along said curve, through a central angle of 43°50'33", an arc length of 57.39 feet to the beginning of a reverse curve, having a radius of 70.00 feet, from said point a radial line bears North 1°35'23" West;
23. Northeasterly along said curve, through a central angle of 52°52'58", an arc length of 64.61 feet;
24. North 35°31'39" East, 17.86 feet;
25. North 54°28'21" West, 14.50 feet;
26. North 35°31'39" East, 15.00 feet;
27. South 54°28'21" East, 14.50 feet;
28. North 35°31'39" East, 62.53 feet to the easterly line of said PARCEL IV-J-6 being also a point on said southwesterly right of way line of Valencia Avenue;

Thence along said southwesterly right of way line South 54°27'57" East, 40.00 feet;

Thence leaving said southwesterly right of way line the following sixty-three (63) courses:

1. South 35°31'39" West, 94.26 feet;
2. South 54°28'21" East, 11.00 feet;
3. South 35°31'39" West, 7.00 feet;
4. North 54°28'21" West, 10.97 feet to the beginning of a non-tangent curve, concave East, having a radius of 70.00 feet, from said point a radial line bears South 56°02'19" East;
5. Southerly along said curve, through a central angle of 48°47'45", an arc length of 59.62 feet to the beginning of a reverse curve, having a radius of 75.00 feet, from said point a radial line bears South 75°09'56" West;
6. Southerly along said curve, through a central angle of 20°14'49", an arc length of 26.50 feet to the beginning of a reverse curve, having a radius of 55.00 feet, from said point a radial line bears South 84°35'15" East;
7. Southerly along said curve, through a central angle of 19°50'59", an arc length of 19.05 feet;
8. South 74°32'47" East, 8.87 feet;
9. North 66°36'13" East, 2.44 feet;
10. South 23°23'47" East, 6.00 feet;
11. South 66°36'13" West, 7.00 feet;
12. North 23°23'47" West, 1.97 feet;
13. North 74°32'47" West, 3.86 feet to the beginning of a non-tangent curve, concave Northeast, having a radius of 55.00 feet, from said point a radial line bears North 68°02'57" East;
14. Southeasterly along said curve, through a central angle of 27°24'07", an arc length of 26.30 feet;
15. South 49°21'10" East, 68.82 feet;
16. South 40°38'50" West, 40.00 feet;
17. North 49°21'10" West, 61.10 feet to the beginning of a curve to the left, having a radius of 70.00 feet;
18. Westerly along said curve, through a central angle of 51°41'06", an arc length of 63.15 feet to the beginning of a reverse curve, having a radius of 75.17 feet, from said point a radial line bears North 11°02'16" West;
19. Northwesterly along said curve, through a central angle of 73°14'04", an arc length of 96.07 feet to the beginning of a reverse curve, having a radius of 50.00 feet, from said point a radial line bears South 62°11'48" West;

20. Northwesterly along said curve, through a central angle of $55^{\circ}59'43''$, an arc length of 48.87 feet;
21. North $83^{\circ}47'55''$ West, 65.07 feet;
22. South $7^{\circ}46'50''$ West, 11.00 feet;
23. North $82^{\circ}13'10''$ West, 7.00 feet;
24. North $7^{\circ}46'50''$ East, 11.00 feet to the beginning of a non-tangent curve, concave North, having a radius of 150.00 feet, from said point a radial line bears North $9^{\circ}07'03''$ East;
25. Westerly along said curve, through a central angle of $14^{\circ}22'19''$, an arc length of 37.63 feet;
26. South $86^{\circ}55'28''$ West, 22.36 feet;
27. North $66^{\circ}30'38''$ West, 8.65 feet;
28. South $23^{\circ}29'22''$ West, 14.50 feet;
29. North $66^{\circ}30'38''$ West, 15.00 feet;
30. North $23^{\circ}29'22''$ East, 14.50 feet;
31. North $66^{\circ}30'38''$ West, 103.45 feet;
32. North $39^{\circ}56'44''$ West, 22.36 feet;
33. North $66^{\circ}30'38''$ West, 99.30 feet;
34. South $23^{\circ}29'22''$ West, 12.38 feet;
35. North $66^{\circ}30'38''$ West, 19.20 feet;
36. North $11^{\circ}15'32''$ East, 12.66 feet;
37. North $66^{\circ}30'38''$ West, 22.37 feet;
38. South $23^{\circ}29'22''$ West, 9.50 feet;
39. North $66^{\circ}30'38''$ West, 10.00 feet;
40. North $23^{\circ}29'22''$ East, 9.50 feet;
41. North $66^{\circ}30'38''$ West, 63.55 feet to the beginning of a curve to the left, having a radius of 110.00 feet;
42. Westerly along said curve, through a central angle of $20^{\circ}24'03''$, an arc length of 39.17 feet;
43. North $71^{\circ}58'48''$ West, 31.05 feet;
44. North $86^{\circ}54'41''$ West, 19.14 feet;
45. South $11^{\circ}15'32''$ West, 115.76 feet;
46. South $18^{\circ}08'42''$ West, 68.06 feet;
47. South $6^{\circ}39'13''$ West, 6.74 feet;
48. South $83^{\circ}20'47''$ East, 6.00 feet;
49. South $6^{\circ}39'13''$ West, 7.00 feet;
50. North $83^{\circ}20'47''$ West, 6.00 feet;
51. South $6^{\circ}39'13''$ West, 238.37 feet to the beginning of a non-tangent curve, concave Southwest, having a radius of 74.00 feet, from said point a radial line bears South $21^{\circ}49'56''$ West;
52. Southeasterly along said curve, through a central angle of $32^{\circ}13'10''$, an arc length of 41.61 feet to the beginning of a reverse curve, having a radius of 105.00 feet, from said point a radial line bears North $54^{\circ}03'06''$ East;
53. Southeasterly along said curve, through a central angle of $41^{\circ}31'50''$, an arc length of 76.11 feet;
54. South $77^{\circ}28'43''$ East, 42.38 feet;
55. North $12^{\circ}31'17''$ East, 15.00 feet;
56. South $77^{\circ}28'43''$ East, 15.00 feet;
57. South $12^{\circ}31'17''$ West, 73.00 feet;
58. North $77^{\circ}28'43''$ West, 57.38 feet to the beginning of a curve to the left, having a radius of 105.00 feet;
59. Westerly along said curve, through a central angle of $41^{\circ}31'50''$, an arc length of 76.11 feet to the beginning of a reverse curve, having a radius of 74.00 feet, from said point a radial line bears North $29^{\circ}00'33''$ West;
60. Westerly along said curve, through a central angle of $23^{\circ}04'41''$, an arc length of 29.81 feet to the beginning of a reverse curve, having a radius of 105.00 feet, from said point a radial line bears South $5^{\circ}55'52''$ East;
61. Southwesterly along said curve, through a central angle of $43^{\circ}24'53''$, an arc length of 79.56 feet;

62. South $40^{\circ}39'15''$ West, 97.20 feet to the beginning of a curve to the left, having a radius of 25.00 feet;
63. Southerly along said curve, through a central angle of $44^{\circ}18'00''$, an arc length of 19.33 feet to a point on the proposed northeasterly right of way line of Bell Avenue;

Thence along said proposed line North $50^{\circ}48'31''$ West, 59.37 feet to the beginning of a non-tangent curve, concave Northwest, having a radius of 25.00 feet, from said point a radial line bears North $7^{\circ}58'17''$ West;

Thence leaving said line the following eleven (11) courses:

1. Northeasterly along said curve, through a central angle of $41^{\circ}22'28''$, an arc length of 18.05 feet;
2. North $40^{\circ}39'15''$ East, 96.48 feet;
3. North $49^{\circ}20'45''$ West, 11.00 feet;
4. North $40^{\circ}39'15''$ East, 7.00 feet;
5. South $49^{\circ}20'45''$ East, 10.70 feet to the beginning of a non-tangent curve, concave West, having a radius of 105.00 feet, from said point a radial line bears North $53^{\circ}42'02''$ West;
6. Northerly along said curve, through a central angle of $40^{\circ}54'54''$, an arc length of 74.98 feet to the beginning of a reverse curve, having a radius of 74.00 feet, from said point a radial line bears North $85^{\circ}23'04''$ East;
7. Northeasterly along said curve, through a central angle of $85^{\circ}05'09''$, an arc length of 109.89 feet;
8. North $6^{\circ}39'13''$ East, 256.48 feet;
9. North $18^{\circ}08'42''$ East, 108.16 feet;
10. North $3^{\circ}02'50''$ East, 64.36 feet;
11. North $10^{\circ}50'51''$ East, 42.97 feet to the beginning of a non-tangent curve, concave Southeast, having a radius of 362.00 feet, from said point a radial line bears South $83^{\circ}28'37''$ East;

Thence Northeasterly along said curve being also the southeasterly line of the lands described in that certain document entitled "QUIT CLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471," filed for record on June 16, 2008 as Document No. 2008000297610, of Official Records in said Office of the County Recorder through a central angle of $33^{\circ}58'20''$, an arc length of 214.64 feet ;

Thence continuing along said southeasterly line and along the southeasterly line of said PARCEL I-E-4 (Doc No. 20020404595) North $40^{\circ}29'44''$ East, 282.84 feet to the POINT OF BEGINNING.

Containing an area of 84,801 square feet or 1.947 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

By: 

Davis Thresh, P.L.S. No. 6868
License Expires 09/30/2020

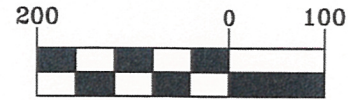
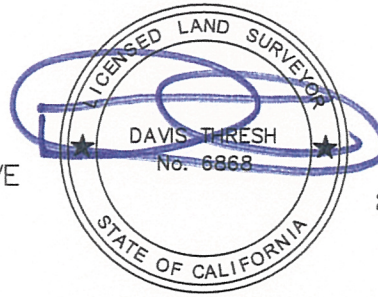
Date: 4.25.2019



LEGEND

APN ASSESSOR'S PARCEL NUMBER
P.O.B. POINT OF BEGINNING
(R) RADIAL BEARING
(PRC) BEARING AT POINT OF REVERSE CURVE
(PCC) BEARING AT POINT OF COMPOUND CURVE

--- = EASEMENT LINE
— = LOT LINE



(SCALE IN FEET)

RED HILL AVENUE

PARCEL I-E-2
DOC. NO. 20020404595, O.R.

PARCEL I-E-4
DOC. NO. 2004000369376

LANDS OF ORANGE COUNTY
RESCUE MISSION
DOC. NO. 20080297610, O.R.

SHEET 2

IRWD EASEMENT
84,801 SQ. FT.±
1.947 ACRES±

SHEET 4

PARCEL I-E-11
DOC. NO. 2004000369376, O.R.

VALENCIA AVENUE

SHEET 3

AREA NOT INCLUDED

PARCEL IV-J-6
DOC. NO. 20020404590, O.R.

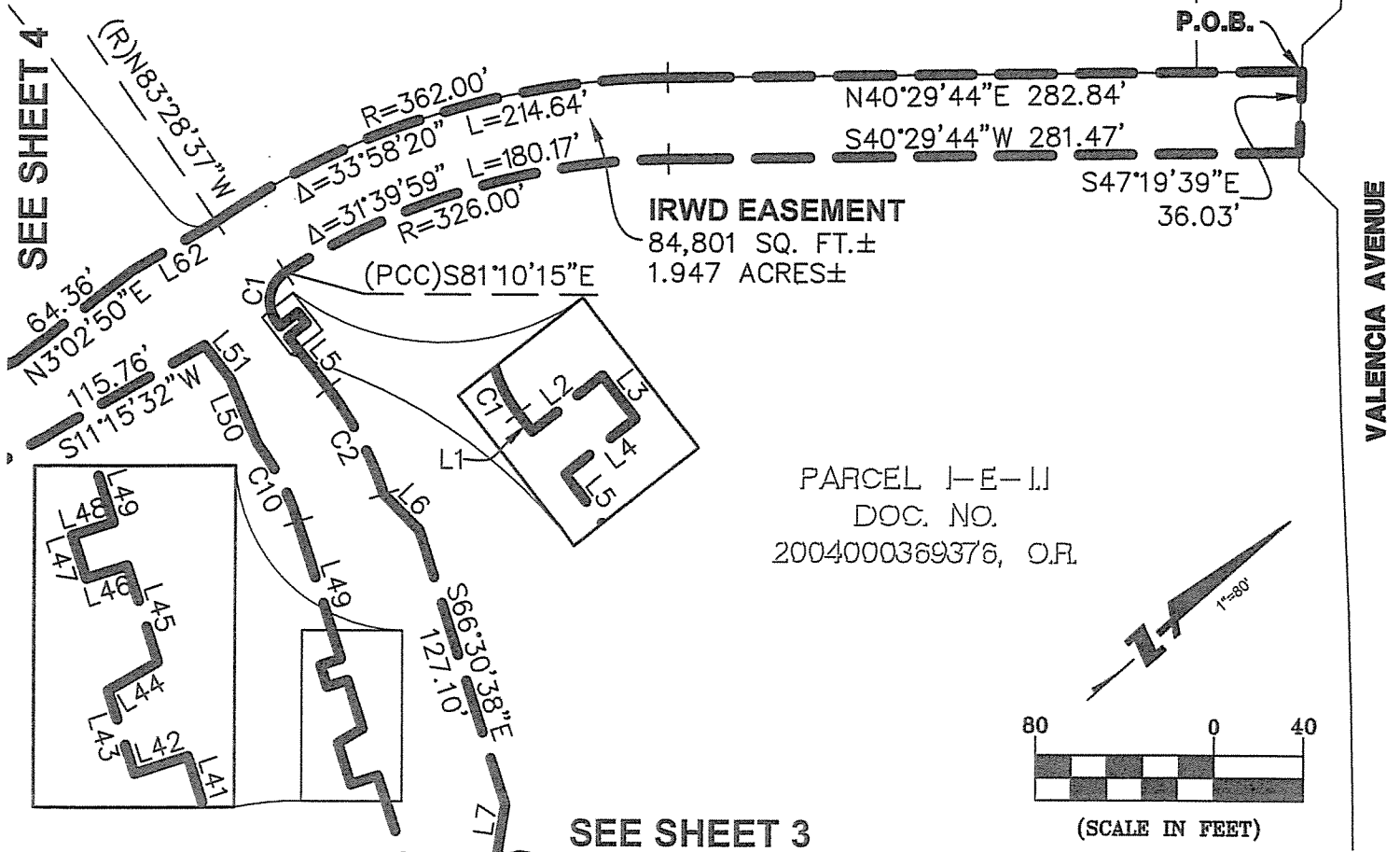
RED HILL AVENUE

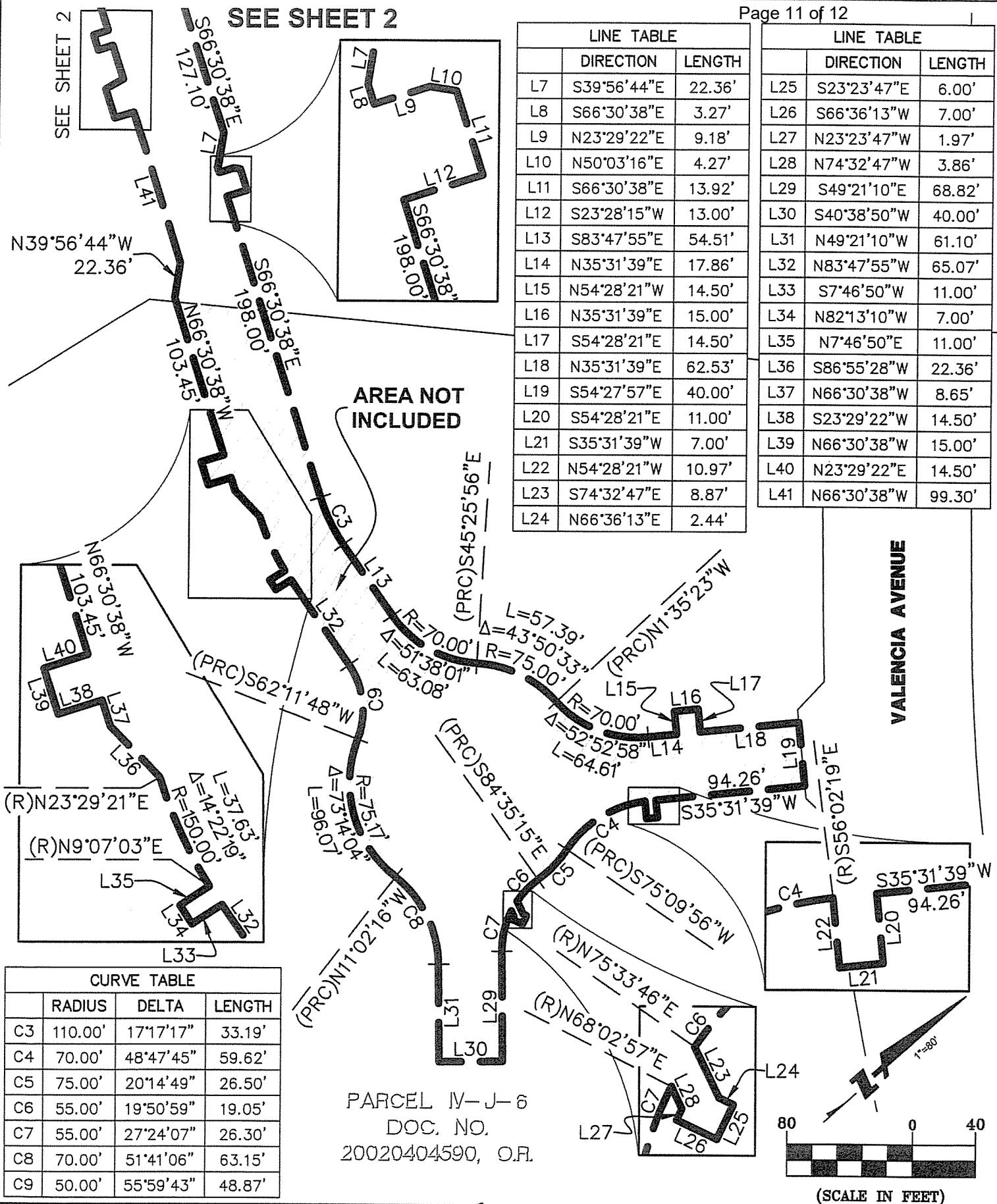
LINE TABLE		
	DIRECTION	LENGTH
L1	S86°54'41"E	2.53'
L2	N3°05'19"E	10.00'
L3	S86°54'41"E	6.00'
L4	S3°05'19"W	10.00'
L5	S86°54'41"E	28.65'
L6	N86°55'28"E	22.36'
L7	S39°56'44"E	22.36'
L41	N66°30'38"W	99.30'
L42	S23°29'22"W	12.38'
L43	N66°30'38"W	19.20'
L44	N11°15'32"E	12.66'
L45	N66°30'38"W	22.37'
L46	S23°29'22"W	9.50'
L47	N66°30'38"W	10.00'
L48	N23°29'22"E	9.50'
L49	N66°30'38"W	63.55'
L50	N71°58'48"W	31.05'
L51	N86°54'41"W	19.14'
L62	N10°50'51"E	42.97'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	15.00'	95°44'25"	25.06'
C2	150.00'	20°24'03"	53.41'
C10	110.00'	20°24'03"	39.17'

LANDS OF ORANGE COUNTY
RESCUE MISSION
DOC. NO. 20080297610, O.R.

PARCEL J-E-4
DOC. NO. 20020404595, O.R.



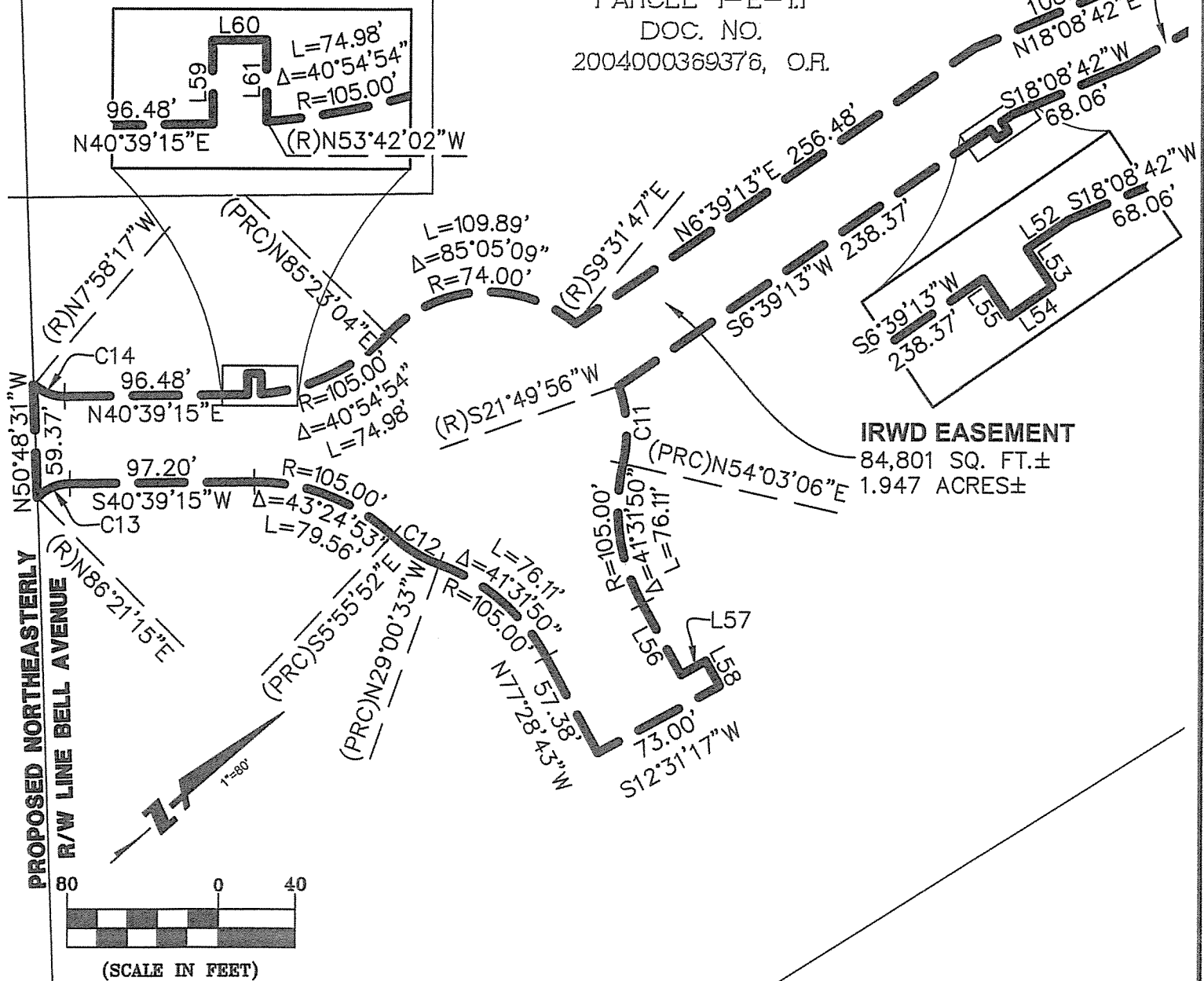


PARCEL I-E-2
DOC. NO.
20020404595, O.R.

LINE TABLE		
	DIRECTION	LENGTH
L52	S6°39'13"W	6.74'
L53	S83°20'47"E	6.00'
L54	S6°39'13"W	7.00'
L55	N83°20'47"W	6.00'
L56	S77°28'43"E	42.38'
L57	N12°31'17"E	15.00'
L58	S77°28'43"E	15.00'
L59	N49°20'45"W	11.00'
L60	N40°39'15"E	7.00'
L61	S49°20'45"E	10.70'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C11	74.00'	32°13'10"	41.61'
C12	74.00'	23°04'41"	29.81'
C13	25.00'	44°18'00"	19.33'
C14	25.00'	41°22'28"	18.05'

PARCEL I-E-1J
DOC. NO.
2004000369376, O.R.



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Conduct a Public Hearing - Certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act

ACTION: Public Hearing

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. The Saddleback College FMP identifies a renovation project of approximately 40,000 gross square feet (GSF), “Renovate Technology and Applied Sciences Building,” and this project is analyzed in the Final Program Environmental Impact Report (Final EIR) in compliance with the California Environmental Quality Act (CEQA).

In July 2017, the Board of Trustees certified an Addendum to the Final EIR addressing the changes to the project including demolishing the existing 36,600 gross square feet (GSF) Technology and Applied Sciences (TAS) Building, relocating the existing six tennis courts, and constructing a new 45,000 GSF Advanced Technology & Applied Sciences (ATAS) Building that would better serve the District needs.

During project design, the District decided not to demolish the TAS Building, added approximately 7,100 GSF to the ATAS Building, two tennis courts, a 2,412 GSF tennis court support facility at existing Parking Lot 4-A, a new Parking Lot (5-B) with approximately 477 additional parking spaces, a new connector road, and a new safety netting system along the east and south side of the existing baseball field. The District prepared Addendum No. 2 to the final EIR to address these FMP refinements and other ancillary campus modifications such as landscaping, parking lot adjustments, and utility extensions.

The Notice of Public Hearing has been posted in the Orange County Register, to the District’s website and is publicly displayed at Saddleback College, Irvine Valley College, and ATEP.

STATUS

Addendum No. 02 to the Final EIR provides the required compliance pursuant to CEQA for the ATAS Building project.

The Board of Trustees will conduct a public hearing on the certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College.



***Notice of Public Hearing for Consideration of an EIR
Addendum for the Advanced Technology & Applied Science
(ATAS) Building Project***

NOTICE IS HEREBY GIVEN that the Board of Trustees of the South Orange County Community College District ("SOCCCD" or "District") will hold a Public Hearing at the SOCCCD Ronald Reagan Board of Trustees Room, Room 145 – Health Sciences/District Offices Building, 28000 Marguerite Parkway, Mission Viejo, CA 92692 on **August 26, 2019, at or around 6:00 PM**, to consider the subject project described below:

- From: Ann-Marie Gabel, Vice Chancellor of Business Services
SOCCCD, 28000 Marguerite Parkway, 3rd Floor, Mission Viejo, CA 92692
agabel@socccd.edu
(949)582-4663
- Project Title: EIR Addendum No. 02 for Advanced Technology & Applied Science (ATAS) Building Project.
- Project Description: The purpose of the hearing is to consider certification of an EIR Addendum No. 02 for the ATAS Building Project. The District intends to rely on the previously certified Program Environmental Impact Report (Program EIR) for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan as the EIR on which the ATAS Addendum will be based.
- The Project is located at Saddleback College and consists of the addition of 7,100 SF to the 45,000 SF ATAS Building approved in 2017, as well as add two new tennis courts, and a new 2,415 SF tennis court support facility with restrooms and locker rooms to the 6 tennis courts that were analyzed and approved to be relocated in 2017. The College reversed the decision to demolish the TAS Building. New road improvements are also proposed, including a new roundabout on College Drive East that would provide access to a new connector road and a reconfigured parking area with approximately 477 additional parking spaces. New safety netting would also be installed along the existing Baseball Fields.
- The proposed activity was previously analyzed in the Program EIR and a subsequent Addendum to the EIR in 2017. As analyzed in the Program EIR and Addendum, the project included the demolition of the existing 36,600 GSF TAS Building, its replacement with a 45,000 GSF building in another location on the Saddleback College campus, the relocation of tennis courts on the campus, and ancillary site modifications, such as parking lot adjustments, landscaping, and utility extensions. An addendum to the Program EIR is expected to be adequate to analyze the proposed changes to the approved scope of improvements at Saddleback College.
- Project Location: The Project is located on the Saddleback College campus in the city of Mission Viejo. The Project Site is not included on any list of hazardous waste sites compiled pursuant to Government Code Section 65962.5.

If you challenge the District's action in Court, you may be limited to challenging only those issues you raise or someone else raises at the public hearing described in this notice, or in written correspondence delivered to the Board of Trustees at, or prior to, the public hearing.

FURTHER INFORMATION, including copies of the Initial Study/Addendum, may be obtained by contacting the District at (949) 582-4663. All materials are available for review at the District's offices at 28000 Marguerite Parkway, 3rd Floor, Mission Viejo, CA 92692 and online at the District's website, www.socccd.edu.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College ATAS Building Project, Adopt Resolution No. 19-18, Certification of the Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for both Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act

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. The Saddleback College FMP identifies a renovation project of approximately 40,000 gross square feet (GSF), “Renovate Technology and Applied Sciences Building,” and this project is analyzed in the Final Program Environmental Impact Report (Final EIR) in compliance with the California Environmental Quality Act (CEQA).

In July 2017, the Board of Trustees certified an Addendum to the Final EIR addressing the changes to the project including demolishing the existing 36,600 gross square feet (GSF) Technology and Applied Sciences (TAS) Building, relocating the existing six tennis courts, and constructing a new 45,000 GSF Advanced Technology & Applied Sciences (ATAS) Building that would better serve the District needs.

During project design, the District decided not to demolish the TAS Building, added approximately 7,100 GSF to the ATAS Building, two tennis courts, a 2,412 GSF tennis court support facility at existing Parking Lot 4-A, a new Parking Lot (5-B) with approximately 477 additional parking spaces, a new connector road, and a new safety netting system along the east and south side of the existing baseball field. The District prepared Addendum No. 2 to the final EIR to address these FMP refinements and other ancillary campus modifications such as landscaping, parking lot adjustments, and utility extensions.

STATUS

Addendum No. 02 to the Final EIR provides the required compliance pursuant to CEQA for the ATAS Building project.

On August 13, 2019, the Notice of Public Hearing was posted on the District’s website, and publicly displayed at Saddleback College, Irvine Valley College (IVC) and the IVC IDEA Building at ATEP.

Staff recommends the Board of Trustees adopt Resolution No. 19-18 (EXHIBIT A) to certify the CEQA Addendum No. 02 (EXHIBIT B) dated July 2019, to the Final EIR for the Saddleback College ATAS Building project pursuant to the California Environmental Quality Act.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 19-18, certification of Addendum No. 02 dated July 2019, to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College, pursuant to the California Environmental Quality Act.

RESOLUTION NO. 19-18

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH ORANGE
COUNTY COMMUNITY COLLEGE DISTRICT CERTIFYING THE
ENVIRONMENTAL CHECKLIST/ADDENDUM DATED JULY 2019 TO THE
FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE 2011
FACILITIES MASTER PLANS FOR SADDLEBACK COLLEGE AND IRVINE
VALLEY COLLEGE PURSUANT TO THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT TO CONSTRUCT THE SADDLEBACK COLLEGE ATAS
BUILDING PROJECT**

1. RECITALS.

WHEREAS, on June 25, 2012, the Board of Trustees for the South Orange County Community College District (District), as the Lead Agency pursuant to State CEQA Guidelines Section 15051(a), certified that the Final Program Environmental Impact Report for the 2011 Facilities Master Plans covering the period 2011 to 2031 for Saddleback College and Irvine Valley College (Final EIR) was prepared in full compliance with CEQA and State CEQA Guidelines; and

WHEREAS, in July 2017, the Board of Trustees for the District approved Addendum 1 to the Final EIR addressing the changes to the Project, located at Saddleback College, including demolishing the existing 36,600 gross square feet (GSF) Technology and Applied Sciences (TAS) Building, relocating the existing six tennis courts, and constructing a new 45,000 GSF Advanced Technology & Applied Sciences (ATAS) Building that would better serve the District needs.

WHEREAS, the Project consists of the addition of 7,100 square feet (SF) to the approved 45,000 SF ATAS Building approved in 2017, as well as adding two new tennis courts, and a new 2,415 SF tennis court support facility with restrooms and locker rooms to the six (6) tennis courts that were analyzed and approved to be relocated in 2017.

WHEREAS, new road improvements are also proposed, including a new roundabout on East College Drive Road that would provide access to a new connector road and a reconfigured parking area with approximately 477 additional parking spaces. New safety netting would also be installed along the existing baseball fields; and,

WHEREAS, in November 2018, the District decided against demolishing the existing 36,600 gross square feet (GSF) Technology and Applied Sciences (TAS) Building; and

WHEREAS, the above actions and its implementation activities are considered a project under CEQA and are referred to herein as the "Project"; and,

WHEREAS, the Program EIR included facilities and site improvements to accommodate the following projected campus growth at Saddleback College:

- Increase of 6,110 full-time equivalent students (FTES);
- Addition of 838,510 GSF of academic, student service, and support building space, and the removal of a portion of the 84,546 GSF of portable facilities then existing at the site; and
- A net increase of 1,790 parking spaces; and,

WHEREAS, the improvements identified above and analyzed in the Program EIR will result in changes to the circulation system, landscaping, utilities, storm water quality features, existing buildings, including demolition and renovation, and new buildings. The new ATAS Building was evaluated in an Addendum to the Program EIR certified by the District in 2017 (2017 Addendum); and,

WHEREAS, the Project will be approved by the District and its agents. The District will also carry out and implement the Project, and is therefore the Lead Agency under CEQA; and,

WHEREAS, based on the analysis in the Environmental Checklist/Addendum, the District determined that the potential impacts of the Project were previously analyzed in or are substantially similar to the impacts analyzed in the Final EIR as amended and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines applies. The District determined that they would prepare an Addendum to: (1) evaluate whether the Project's environmental impacts were already analyzed in the Final EIR; (2) document the District's findings with respect to the Project and its environmental determinations; and, (3) evaluate and document that a new, supplemental or subsequent EIR, Negative Declaration ("ND"), or Mitigated Negative Declaration ("MND") or other CEQA document was not warranted; and,

WHEREAS, the Environmental Checklist/Addendum documented that the Project will not have any effects that are not already examined in the previously certified Final EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project; and,

WHEREAS, all feasible mitigation measures identified in the Final EIR that are applicable to the Project are incorporated into subsequent actions that the District commits to fully implement; and,

WHEREAS, pursuant to CEQA Guidelines Section 15168, subdivision (c), there are no new effects that could occur, and no new mitigation measures are required for the Project; and,

WHEREAS, the Project is consistent with the Facilities Master Plan for Saddleback College, that was approved by the Board on June 25, 2012; and,

WHEREAS, the previously certified Final EIR including the Addendum are adequate to serve as the required environmental documentation for the Project and its implementation, and satisfy all of the requirements and obligations of CEQA.

2. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE.

- A.** The District conducted reviews of the Project and its implementation pursuant to CEQA Guidelines, Section 15002, subdivision (k) – known as the “Three Step Process” under CEQA.
- B.** The District examined the scope of the Project and its implementation and determined that these activities are a “Project” pursuant to CEQA.
- C.** Based on its examination, the District determined that the Project and its implementation are analyzed in the Final EIR, and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply. The Project and its implementation will not have any effects that are not already examined in the previously certified Final EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project.
- D.** Therefore, the District determined that they would prepare an Initial Study and Addendum to: (1) document the District’s evaluation that the Project’s (and its implementation’s) environmental impacts are already adequately analyzed in the Final EIR; (2) document the District’s findings with respect to the Project, its implementation, and the District’s environmental determinations related thereto; and, (3) document the District’s evaluation and determination that a new, supplemental or subsequent EIR, ND, or MND or other CEQA document is not warranted for the Project and its implementation. The entire Addendum/Initial Study is attached as Attachment 1 and incorporated herein by this reference as if fully stated in this Resolution.
- E.** The Addendum was considered in conjunction with the Final EIR and the Mitigation Monitoring Reporting Program (MMRP).
- F.** The District has determined that an Addendum is an appropriate CEQA documentation because the Project and its implementation are already analyzed in the Final EIR, no new mitigation measures are required, none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines applies, and there are no new significant adverse project-specific or cumulative impacts in any environmental areas, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project and its implementation. An agency may prepare an addendum to document its

decision that a subsequent or supplemental EIR is not required. (CEQA Guidelines, § 15164, subds. (a) and (e) and § 15162, subd. (a).)

- G.** The Addendum relies on the Final EIR for the evaluation of alternatives. The Final EIR addressed a reasonable range of alternatives for the 2011 Facilities Master Plan for Saddleback College. The District is implementing the Project in the Final EIR, and there is no information indicating that the District should have implemented a different Alternative or that a different Alternative is feasible. Consistent with Section 15183 of the CEQA Guidelines, which addresses projects that are consistent with a community plan or zoning, there is no need to address new alternatives in this Addendum. Additionally, there are no circumstances cited in Section 15162 of the state CEQA Guidelines that require preparation of a subsequent EIR relative to alternatives.
- H.** The District provided adequate notice by posting the agenda on the District's website in accordance with the Brown Act and posted on the District website a Notice of Public Hearing that stated the District intends to rely on the previously certified Final EIR for CEQA compliance for purposes of its adoption and implementation of the Project. A paper copy of the notice was placed on the publicly viewable bulletin board at Saddleback College. The Notice of Public Hearing notified the public that the District's proposed activities are within the scope of the previously certified Final EIR and that the Final EIR adequately describes the District's activities for the purposes of CEQA.

3. PUBLIC HEARING.

- A.** Public hearing notices for the Board of Trustees' public hearing were posted on the District's website, and a paper copy of the notice was posted on the publicly viewable bulletin board at Saddleback College. The public notice invited all interested persons to attend the public hearing and express opinions about the Project and CEQA compliance related thereto.
- B.** The Project and Addendum were made available on the District's website and upon request for public inspection at the District offices. The documents were also made available for public inspection at the public hearing in the Board of Trustees' boardroom.
- C.** On August 26, 2019, the Board of Trustees held a public hearing pertaining to the approval of the Project and certification of the Addendum under CEQA for the purpose of hearing and considering any comments from the public about these documents before the Board of Trustees made a decision about the Project.

4. RECORD OF PROCEEDINGS.

- A. Scope of the Record.**

The record of proceedings upon which the Board of Trustees bases the findings in this Resolution consist of all the documents and evidence relied upon by the District in preparing the Project and Addendum.

B. Custodian of the Record.

The custodian of the record of proceedings is Dr. Kathleen F. Burke, Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

5. FINDINGS.

NOW THEREFORE, be it resolved by the Board of Trustees of the South Orange County Community College District:

1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
2. The District is continuing to develop the Saddleback College campus consistent with the 2011 Facilities Master Plan.
3. The Project and its implementation constitute a “Project” under CEQA.
4. Before considering the certification of the Addendum for the Project, the District Board of Trustees has fully considered any and all verbal or written comments on any documents before the Board of Trustees.
5. That on August 26, 2019, the Board of Trustees held a duly noticed public hearing at which time the public was give the opportunity to comment on the Project and the Addendum.
6. The Board of Trustees has independently reviewed and considered the Addendum in conjunction with the 2011 Facilities Master Plan, Final EIR, the first Addendum, and all of the other documents that compose the entire record before the Board of Trustees, and all comments made during the public hearing, before the Board of Trustees made a decision on the District’s approval of the Project.
7. The Board of Trustees, based upon its independent review and consideration of the facts and requirements of CEQA, has determined with certainty, on the basis of substantial evidence in the light of the whole record, that:
 - a. The Project and its implementation were examined in light of the Final EIR, the first Addendum, and other documents identified above and it is determined that the Project and its implementation have already been adequately analyzed in the Final EIR;
 - b. There are no substantial changes proposed by the Project and the circumstances under which the Project will be implemented and undertaken that have the potential to cause new significant environmental effects or a

substantial increase in the severity of previously identified significant effects, and that there is no new information of substantial importance that affects the analysis in the Final EIR, the first Addendum, or its mitigation measures;

- c. The adoption and implementation of the Project will not have any effects that are not already examined in the Final EIR or the first Addendum there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project;
- d. That there is no possibility that the adoption and implementation of the Project may have a significant effect on the environment;
- e. All feasible mitigation measures identified in the Final EIR or the first Addendum that are applicable to the Project and its implementation are incorporated into subsequent actions that the District commits to fully implement;
- f. There is no information indicating that the District should implement a different Alternative or that a different Alternative is feasible for the Facilities Master Plan;
- g. The Project and its implementation does not propose substantial changes to the Project which will require major revisions to the Final EIR or the first Addendum due to new or substantially more severe significant environmental effects than previously analyzed in the Final EIR or the first Addendum;
- h. There are no substantial changes in circumstances under which the Project will be implemented and undertaken that will require major revisions to the Final EIR or the first Addendum due to new or substantially more severe significant environmental effects than previously analyzed in the Final EIR or the first Addendum;
- i. No new information of substantial importance as described in subsection (a)(3) of Section 15164 of the CEQA Guidelines has been revealed that will require major revisions to the Final EIR or the first Addendum or its conclusions as the result of the Project and its implementation;
- j. None of the conditions identified in CEQA Guidelines Section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous Final EIR or the first Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous Final EIR or the first Addendum due to the

involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the Final EIR or the first Addendum were certified as complete; and,

- k. Pursuant to CEQA Guidelines Section 15168, subdivision (c), there are no new effects that could occur as the result of the adoption and implementation of the Project, and no new mitigation measures are required for the adoption and implementation of the Project.

NOW THEREFORE, the Board of Trustees finds that the previously certified Final EIR and the first Addendum, including the MMRP are adequate to serve as the required environmental documentation for the adoption and implementation of the Project, and satisfy all of the requirements of CEQA.

8. That the Board of Trustees does hereby certify the Addendum for the Project, attached as **Attachment 1**.
9. That the Board of Trustees does hereby ratify and adopt the mitigation measures identified in the Final EIR, the first Addendum, and MMRP as discussed in this Resolution above.
10. That the Board of Trustees, after fully considering any and all oral and written comments and evidence offered at the public hearing, does hereby determine that the Project will not have any impacts that were not previously analyzed in the Final EIR or the first Addendum.
11. The Notice of Determination for the Project Addendum will be filed with the Orange County Clerk and the State Clearinghouse immediately following the Board of Trustees' approval of the Project and Addendum.

SIGNATURES TO FOLLOW

PASSED AND ADOPTED by the Board of Trustees of the South Orange County Community College District on August 26, 2019, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President of the Board of Trustees of the
South Orange County Community College District

Attested to:

Clerk of the Board of Trustees of the
South Orange County Community College District

ADVANCED TECHNOLOGY & APPLIED SCIENCES (ATAS) BUILDING IMPROVEMENTS

ENVIRONMENTAL CHECKLIST/ ADDENDUM TO THE
PROGRAM ENVIRONMENTAL IMPACT REPORT FOR
THE 2011 FACILITIES MASTER PLAN FOR SADDLEBACK
COLLEGE AND 2011 FACILITIES MASTER PLAN FOR
IRVINE VALLEY COLLEGE (STATE CLEARINGHOUSE
NO. 2011071005)

Lead Agency:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692

Prepared by:

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

2 Park, Suite 1120
Irvine, California 92614

July 2019

Table of Contents

1	INTRODUCTION.....	5
1.1	SUMMARY OF CONCLUSIONS.....	5
1.2	ENVIRONMENTAL PROCEDURES	5
1.3	ENVIRONMENTAL BACKGROUND	7
1.4	DOCUMENT ORGANIZATION.....	8
2	PROJECT SETTING	9
2.1	PROJECT LOCATION.....	9
2.2	EXISTING LAND USES AND DESIGNATION OF THE PROJECT AREA.....	9
2.3	SURROUNDING LAND USES AND ZONING DESIGNATIONS.....	9
3	PROJECT DESCRIPTION	12
3.1	PROPOSED PROJECT.....	12
3.2	CONSTRUCTION	13
4	DISCRETIONARY APPROVALS	14
5	ENVIRONMENTAL CHECKLIST FORM.....	15
5.1	BACKGROUND	15
5.2	ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	16
5.3	DETERMINATION	17
5.4	EVALUATION OF ENVIRONMENTAL IMPACTS	19
5.5	ENVIRONMENTAL CHECKLIST QUESTIONS.....	21
5.1	AESTHETICS.....	21
5.2	AGRICULTURE AND FOREST RESOURCES.....	23
5.3	AIR QUALITY.....	25
5.4	BIOLOGICAL RESOURCES.....	29
5.5	CULTURAL RESOURCES	32
5.6	GEOLOGY AND SOILS	35
5.7	GREENHOUSE GAS EMISSIONS	37
5.8	HAZARDS AND HAZARDOUS MATERIALS	39
5.9	HYDROLOGY AND WATER QUALITY	42
5.10	LAND USE AND PLANNING	45
5.11	MINERAL RESOURCES.....	47
5.12	NOISE.....	48
5.13	POPULATION AND HOUSING	51
5.14	PUBLIC SERVICES.....	53
5.15	RECREATION.....	55
5.16	TRIBAL CULTURAL RESOURCES.....	57
5.17	TRANSPORTATION AND TRAFFIC.....	59
5.18	UTILITIES AND SERVICE SYSTEMS	62
5.19	MANDATORY FINDINGS OF SIGNIFICANCE.....	64
6	APPENDICES	65

Figures

Figure 1: Regional Location	10
Figure 2: Project Area.....	11

Tables

Table 1: Construction Schedule	13
Table AQ-1: Net Daily Operational Emissions (Revised Project minus Approved Project)	27

Appendices

Appendix A: Advanced Technology and Applied Sciences (ATAS Building) CalEEMod Output.
Appendix B: Jurisdictional Waters Assessment Report, Saddleback College Connector Road Project, Mission Viejo, Orange County, CA

1 INTRODUCTION

1.1 SUMMARY OF CONCLUSIONS

This Environmental Checklist analyzes and states the basis for the South Orange County Community College District's ("SOCCCD" or "district") determination that the Advanced Technology and Applied Science ("ATAS") Building project falls within the scope of the previously-certified Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and 2011 Facilities Master Plan for Irvine Valley College (State Clearinghouse No. 2011071005, referred to herein as the "Program EIR") and that no supplemental or subsequent EIR may be required pursuant to section 21166 of the Public Resources Code. In addition, an Addendum was prepared and certified in 2017, which analyzed impacts from the demolition of the existing Technology and Applied Science (TAS) Building, construction of the new 45,000 square foot ("SF") ATAS Building and relocation of 6 tennis courts ("2017 Addendum").

The district proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building approved in 2017, as well as add two new tennis courts, and a new tennis 2,415 SF court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated ("Approved Project") in the 2017 Addendum. In 2019, the District decided not to demolish the Existing Technology & Applied Science (TAS) Building. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Drive Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces. The reconfigured parking area would replace the existing practice fields to the south and east of the existing baseball fields and would provide a total of approximately 238 parking spaces in the southern portion of the parking lot and approximately 239 parking spaces in the eastern portion of the parking lot. This Addendum modifies the Program EIR that was certified in 2011, as well as the Addendum that was certified in 2017 ("2017 Addendum").

While the Revised Project described herein modifies some minor aspects of the project description in the Program EIR and 2017 Addendum, those changes will not result in any new or substantially more severe impacts than those that have already been analyzed. Further, no new or substantially more severe impacts will result from any changes in circumstances surrounding the proposed ATAS Building Project and associated improvements. There is also no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Program EIR and 2017 Addendum were certified that would affect the analysis of the potential significant effects, mitigation measures, or alternatives of the Project. Therefore, as explained in greater detail below, no subsequent or supplemental environmental impact report is required because all potential effects of the Revised Project have been analyzed in the Program EIR, 2017 Addendum, as well as the Addendum described herein.

1.2 ENVIRONMENTAL PROCEDURES

Pursuant to CEQA and the State CEQA Guidelines, the district's review of this Environmental Checklist and Addendum will determine if approval of the requested discretionary action and subsequent development could have a significant impact on the environment or cause a change in the conclusions of the Program EIR and 2017 Addendum, and disclose any change in circumstances or new information of substantial importance that would substantially change the conclusions of the

Program EIR and 2017 Addendum. This Environmental Checklist and Addendum will provide the district with information to document the potential impacts of the Revised Project.

Pursuant to Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines, when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for the project unless the lead agency determines, on the basis of substantial evidence, that one or more of the following conditions are met:

- 1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.
 - b) Significant effects previously examined will be substantially more severe than identified in the previous EIR.
 - c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives.
 - d) Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

This Addendum reviews the changes proposed by the Revised Project and any changes to the existing conditions that have occurred since the Program EIR and 2017 Addendum were certified. It also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time that the Program EIR and 2017 Addendum were certified. It further examines whether, as a result of any changes or any new information, a subsequent EIR may be required. This examination includes an analysis of the provisions of Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines and their applicability to the Revised Project. This Addendum relies on use of the Environmental Analysis provided herein, which addresses environmental checklist issues on a section-by-section basis.

An Environmental Checklist is included in Section 5. The Checklist has been prepared pursuant to Section 15168(c)(4) which states that “[w]here the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were covered in the program EIR.”

On the basis of the findings of the Program EIR, 2017 Addendum, and the provisions of the State CEQA Guidelines, the SOCCCD, as the Lead Agency, determined that, as documented in this Addendum to the previously approved Program EIR, no supplemental or subsequent EIR is required to review the Revised Project.

Project Design Features (PDFs) and Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Throughout the impact analysis in this Environmental Checklist, reference is made to 1) applicant-initiated Project Design Features (PDFs) and 2) existing Standard Conditions applied to all development on the basis of federal, state, or local law, and Existing Plans, Programs, or Policies currently in place which effectively reduce environmental impacts. Standard Conditions and Existing Plans, Programs, or Policies are collectively identified in this document as PPPs. Where applicable, PDFs and PPPs are listed to show their effect in reducing potential environmental impacts. Where the application of these measures does not reduce an impact to below a level of significance, applicable mitigation measures are identified. These mitigation measures are included in the Mitigation Monitoring and Reporting Program that went into effect with certification of the Program EIR.

1.3 ENVIRONMENTAL BACKGROUND

2011 Facilities Master Plan for Saddleback College and the 2011 Facilities Master Plan for Irvine Valley College Program EIR

On June 25, 2012, the SOCCCD Board of Trustees of certified the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and the 2011 Facilities Master Plan for Irvine Valley College (State Clearinghouse No. 2011071005, referred to herein as the “Program EIR”) as the environmental documentation for the two campuses’ Facilities Master Plans (FMPs) covering the period 2011 to 2031. This Environmental Checklist and Addendum focuses on the analysis associated with Saddleback College. In that analysis, the project evaluated in the Program EIR included facilities improvements to accommodate the following projected campus growth:

- Increase of 6,110 full-time equivalent students (FTES);
- Addition of 838,510 gross square feet (GSF) of academic, student service, and support building space, and the removal of a portion of the 84,546 GSF of portable facilities then existing at the site; and
- A net increase of 1,790 parking spaces.

The existing Technology and Applied Science (TAS) Building was evaluated in the Program EIR as being subject to significant renovation.

Addendum to the Program EIR (“2017 Addendum”)

In 2017, an Addendum was prepared to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and the 2011 Facilities Master Plan for Irvine Valley

College (“2017 Addendum”) to evaluate the impacts associated with the proposed demolition of the existing TAS building, construction of the new 45,000 SF “ATAS Building”, and relocation of six tennis courts nearer other physical education and recreation facilities. The 2017 Addendum evaluated each topical issue addressed in the 2011 Program EIR and included updated air quality, greenhouse gas, and traffic analyses. The 2017 Addendum concluded that no subsequent environmental impact report was required under CEQA because the proposed construction did not result in new or substantially more severe significant impacts than were disclosed in the 2011 Program EIR. The proposed construction described within the 2017 Addendum was never fully implemented.

1.4 DOCUMENT ORGANIZATION

This Environmental Checklist includes the following sections:

Section 1. Introduction

Provides information about CEQA and its requirements for environmental review and explains that an Environmental Checklist was prepared by the district to evaluate the Revised Project’s potential to impact the physical environment.

Section 2. Setting

Provides information about the Revised Project’s location, site and background

Section 3. Project Description

Includes a description of the Revised Project’s physical features and construction and operational characteristics.

Section 4. Discretionary Approvals

Describes anticipated approvals and permits needed for implementation of the Revised Project.

Section 5. Environmental Checklist

Includes the Environmental Checklist and evaluates the Revised Project’s potential to result in significant adverse effects to the physical environment.

2 PROJECT SETTING

2.1 PROJECT LOCATION

The Revised Project is located within the Saddleback College campus at 28000 Marguerite Parkway, at the northeast corner of Marguerite and Avery Parkways, in the city of Mission Viejo as shown in Figure 1, *Regional Location*. The Project area includes three separate sites covering a total of approximately 5 acres central to the 173-acre campus, including the 2 acres of existing tennis courts surrounded by existing Parking Lot 5A (Site 1), 2 acres in the vicinity of the existing baseball fields and practice fields (Site 2), and 1 acre in the vicinity of existing Parking Lot 4A & existing Thrower Park (Site 3). Figure 2 depicts the three sites on the “Existing Campus Plan” from the 2011 FMP.

2.2 EXISTING LAND USES AND DESIGNATION OF THE PROJECT AREA

The Revised Project consists of a community college campus. The Project site is currently occupied by the existing 45,000 SF ATAS Building, six tennis courts, existing baseball fields, as well as existing grass/turf practice fields used for various physical education and recreation activities. This area of the community college campus also supports various parking areas and college campus buildings.

The Project site has a General Plan land use designation of Mission Viejo General Plan: Community Facility within the Mission Viejo General Plan. The existing zoning is CF (Community Facility), which is consistent with the General Plan land use designation.

2.3 SURROUNDING LAND USES AND ZONING DESIGNATIONS

Surrounding Saddleback College to the south, west, and north are commercial, institutional, and residential uses. The Shops at Mission Viejo mall, commercial retail and services, Mission Hospital, and apartments are located to the north; areas to the west are developed as apartments and commercial offices; and single-family residences are to the south. The Arroyo Trabuco immediately east of the campus is dedicated open space along Trabuco Creek.

The Project site remains developed as a community college campus and the urbanized character of the surrounding area remains similar to what was described in the Program EIR.

Figure 1: Regional Location



Figure 2: Project Area



LEGEND

AGB	Administration & Governance Building	HS	Health Sciences
AH	Alumni House	LIB	Library
ATAS	Advanced Technology & Applied Sciences	K	K-Building
BGS	Business/General Studies	PE-100	Shower-Locker
CC	Classroom Complex	PE-200	Gymnasium
CDC	Child Development Center	PE-300	Activity Building
CEC	Community Education Center	PE-400	Offices
CP	Campus Police	PE-500	Golf
CPT	Central Plant	PE-600	Lifetime Fitness Center
CS	Chemical Storage	PG	Public Golf
CUSTS	Custodial Storage	SME	Sciences/Mathematics/Engineering Building
EP	Electrical Plant	SS	Saddleback Studies
FA	Fine Arts Complex	SSC	Student Services Center
GC	Grounds Complex	T	Transportation Yard
GRNHS	Horticulture Greenhouse	VIL	"Village" Classrooms (Multiple Buildings)
		WH	Warehouse

Exhibit 2.14: Existing Campus Plan

3 PROJECT DESCRIPTION

3.1 PROPOSED PROJECT

The Revised Project is a modification to the previously approved renovation of the TAS Building. The existing building is two stories and 36,600 SF. The Program EIR evaluated the renovation of this building. The 2017 Addendum evaluated the demolition of TAS Building, the construction of the new 45,000 SF ATAS building, and the relocation of six tennis courts to the south nearer other recreational facilities.

Similar to the 2017 Addendum, the Revised Project would be accommodated in the increase of 838,510 SF assumed at Saddleback College in the Program EIR and no additional FTES are expected beyond the increase of 6,110 FTES analyzed in the Program EIR.

ATAS Building Addition (Site 1)

The Revised Project includes a 7,100 SF addition to the 45,000 SF ATAS Building analyzed in 2017, for a total square footage of 52,100 SF. The addition to the ATAS Building includes a reconfiguration of the building floor plan, as well as a new building design and footprint. The new building addition will also include improved landscaping and lighting features.

Connector Road and Parking Area (Site 2)

New road improvements are also proposed for the Revised Project, including a new roundabout on East College Drive Road that connects to a new Connector Road, which would provide access to area reconfigured parking areas adjacent to the proposed structures described above.

The reconfigured parking area would replace the existing practice fields to the south and east of the existing baseball fields. Access to the new parking area would be provided by one entrance on East College Road. This new parking area would provide parking for the new ATAS Building addition, tennis court facility, as well as additional buildings on campus. A total of approximately 477 parking spaces would be provided, with approximately 238 new parking spaces being provided in the southern portion of the new parking lot and approximately 239 new parking spaces being provided in the eastern portion of the new parking lot.

Additionally, new safety netting would be installed along the south and east of the existing baseball fields, which would be approximately 30 feet in height, in order to protect the new parking area and Connector Road from baseball activities.

Tennis Courts and Tennis Court Facility (Site 3)

The Revised Project proposes the construction of two new tennis courts for a total of 8 tennis courts in Site 3. A new tennis court facility near Lower Campus Road is also proposed which includes locker rooms, restrooms, storage and janitorial areas. The new tennis court facility will be approximately 2,415 SF and 10 feet in height. The building will also be improved with new landscaping and lighting features.

3.2 CONSTRUCTION

Construction of the Revised Project is anticipated to last from 12 to 15 months. Phase 1 would include construction of the tennis court facility, Connector Road, and reconfigured parking area, which would take approximately 6 months to complete. Phase 2 would include construction of the ATAS Building addition. To ensure a conservative analysis of air pollutant impacts, a 12-month period is assumed in this Environmental Checklist. As shown on Table 1, *Construction Schedule*, construction activities include demolition, site preparation, grading, building construction, paving, and architectural coatings.

Table 1: Construction Schedule

Construction Phase	Total Days
Demolition	20
Site Preparation	2
Grading	4
Building Construction	200
Architectural Coating	10
Paving	10

4 DISCRETIONARY APPROVALS

The following discretionary approval and permits are anticipated to be necessary for implementation of the Revised Project:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

- Approval of Design/Build Contracts

This Environmental Checklist would also provide environmental information to responsible agencies and other public agencies that may be required to grant approvals or coordinate with SOCCCD as part of project implementation. These agencies include, but are not limited to the following:

OTHER AGENCIES

- California Department of General Services, Division of the State Architect
- State Water Resources Control Board

5 ENVIRONMENTAL CHECKLIST FORM

5.1 BACKGROUND

Date:	July 5, 2019
Project Title:	ATAS Building
Lead Agency:	South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692
Lead Agency Contact:	Dr. Kathleen F. Burke, Chancellor (949) 582-4840
Project Location:	Saddleback College 28000 Marguerite Parkway Mission Viejo, California 92692
Project Sponsor's Name and Address:	South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692
General Plan and Zoning Designation:	Mission Viejo General Plan: Community Facility Mission Viejo Zoning: CF (Community Facility)
Project Description:	The district proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building approved in 2017, as well as add two new tennis courts, and a new tennis 2,415 SF court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. In 2019, the District decided not to demolish the Existing Technology & Applied Science (TAS) Building. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Drive Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces. The reconfigured parking area would replace the existing practice fields to the south and east of the existing baseball fields and would provide a total of approximately 238 parking spaces in the southern portion of the parking lot and approximately 239 parking spaces in the eastern portion of the parking lot. New safety netting would also be installed along the existing baseball fields.
Surrounding Land Uses and Setting:	North: The Shops at Mission Viejo mall, commercial retail and services, Mission Hospital, apartments West: Apartments and commercial offices South: Single-family residences are to the south East: Arroyo Trabuco open space, Trabuco Creek
Other Public Agencies Whose Approval is Required:	<ul style="list-style-type: none"> California Department of General Services, Division of the State Architect State Water Resources Control Board

5.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that would represent a new significant environmental effect, a substantial increase in the severity of a significant impact previously identified, or new information of substantial importance, as indicated by the analysis on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture & Forest Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input type="checkbox"/>	Geology / Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards & Hazardous Materials
<input type="checkbox"/>	Hydrology / Water Quality	<input type="checkbox"/>	Land Use / Planning	<input type="checkbox"/>	Mineral Resources
<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population / Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities / Service Systems	<input type="checkbox"/>	Wildfire	<input type="checkbox"/>	Mandatory Findings of Significances

Revisions to the State CEQA Guidelines were approved by the Office of Administrative Law on December 28, 2018. The revisions to the CEQA Guidelines implemented legislative changes, clarified rules that govern the CEQA procedural process, and limited duplicative analysis. The revisions also resulted in re-organization and consolidation of the environmental checklist offered by CEQA Guidelines Appendix G, which forms the basis of the environmental analyses presented in this Addendum.

The format of the environmental analysis based in this Addendum was not re-organized to mirror the revisions to CEQA Guidelines Appendix G because the changes to the CEQA Guidelines prior to the South Orange County Community College District's consideration of this Addendum, the substantive content of the revised CEQA Guidelines was reviewed to ensure that the environmental analysis in this Addendum complies with the informational content of the revised CEQA Guidelines. Of note, Appendix G of the revised CEQA Guidelines suggests presenting an analysis of Wildfire and Energy as independent analysis sections, whereas the 2011 environmental checklist addresses these topics (refer to Issues 5.8 and 5.18, respectively). Tribal Cultural Resources and required monitoring are addressed in Issue 5.16. Regardless of the organization of the analyses in this Addendum, the substantive content required by the revisions to the CEQA Guidelines is provided herein.

5.3 DETERMINATION

On the basis of this initial evaluation:

- ☐ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND or MND or previously certified EIR adequately discusses the potential impacts of the project without modification.
- ☒ No substantial changes are proposed in the project and there are no substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous approved ND or MND or certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Also, there is no "new information of substantial importance" as that term is used in CEQA Guidelines Section 15162(a)(3). Therefore, the previously adopted ND, MND or previously certified EIR adequately discusses the potential impacts of the project; however, minor changes require the preparation of an ADDENDUM.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous ND, MND or EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, all new potentially significant environmental effects or substantial increases in the severity of previously identified significant effects are clearly reduced to below a level of significance through the incorporation of mitigation measures agreed to by the project applicant. Therefore, a SUBSEQUENT MND is required.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3). However, only minor changes or additions or changes would be necessary to make the previous EIR adequate for the project in the changed situation. Therefore, a SUPPLEMENTAL EIR is required.
- ☐ Substantial changes are proposed in the project or there are substantial changes in the circumstances under which the project will be undertaken that will require major revisions to the previous environmental document due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects. Or, there is "new information of substantial importance," as that term is used in CEQA Guidelines Section 15162(a)(3) such as one or more significant effects not discussed in the previous EIR. Therefore, a SUBSEQUENT EIR is required.

E | P | D SOLUTIONS, INC.

Signature

Date

Printed Name and Title

South Orange County Community College District

5.4 EVALUATION OF ENVIRONMENTAL IMPACTS

This section lists each environmental issue addressed in the Program EIR and is intended to provide evidence to substantiate the conclusions set forth herein. This Environmental Checklist identifies the environmental effects of the Revised Project in comparison with the development contemplated in the Program EIR that was certified on June 25, 2012. Mitigation measures referenced herein are from the Mitigation Monitoring and Reporting Program adopted as part of the Program EIR.

This comparative analysis has been undertaken, pursuant to the provisions of the CEQA, to provide the factual basis for determining whether any changes in the Revised Project, any changes in the circumstances, or any new information requires additional environmental review or preparation of a subsequent or supplemental EIR. Some changes and additions to the Program EIR and related Findings and Statement of Overriding Considerations are required for the Revised Project, but such changes and additions do not involve new significant environmental impacts, a substantial increase in severity of significant impacts previously identified, substantial changes to the circumstances under which the Revised Project is undertaken involving such new impacts or such a substantial increase in the severity of significant impacts, or new information of substantial importance as meant by CEQA Guidelines Section 15162. As such this Addendum is the appropriate means to document these textual changes. The basis for the findings listed in the Environmental Checklist are explained in Section 5.

5.4.1 Terminology Used in the Checklist

For each question listed in the Environmental Checklist, a determination of the level of significance of the impact is provided. Impacts are categorized in the following categories:

Substantial Change in Project or Circumstances Resulting in New Significant Effects. A Subsequent EIR is required when 1) substantial project changes are proposed or substantial changes to the circumstances under which the project is undertaken, and 2) those changes result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and 3) project changes require major revisions of the EIR.¹

New Information Showing Greater Significant Effects than Previous EIR. A Subsequent EIR is required if new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows 1) the project will have one or more significant effects not discussed in the EIR; or 2) significant effects previously examined will be substantially more severe than shown in the EIR.²

New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined. A Subsequent EIR is required if new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified shows 1) mitigation measures or alternatives previously found not to be feasible would in fact be feasible (or new mitigation measures or alternatives are considerably different) and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.³

With regard to the foregoing three categories, a Supplement to an EIR can be prepared if the criterion for a Subsequent EIR is met, and only minor additions or changes would be necessary to

¹ CEQA Guidelines. California Code of Regulations (CCR), Title 14, Division 6, Chapter 3, § 15162, as amended.

² CEQA Guidelines. § 15162.

³ CEQA Guidelines. § 15162.

make the EIR adequately apply to the Revised Project.⁴

Minor Technical Changes or Additions. An Addendum to the EIR is required if only minor technical changes or additions are necessary and none of the criteria for a subsequent EIR is met.⁵

No Impact. A designation of *no impact* is given when the Revised Project would have no changes in the environment as compared to the original project analyzed in the EIR.

⁴ CEQA Guidelines, § 15163.

⁵ CEQA Guidelines, § 15164.

5.5 ENVIRONMENTAL CHECKLIST QUESTIONS

5.1 AESTHETICS	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to aesthetics were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in any substantial adverse effect on a scenic vista, substantially damage scenic resources within a state scenic highway, substantially degrade the visual character or quality of the site or its surroundings, or create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. No significant impacts were identified, and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum described that the proposed new ATAS Building and associated structures would not impact any parcels beyond those analyzed in the Program EIR and would not place new structures or facilities on the site closer to any nearby trails, public roads, or residences. The proposed height of the ATAS Building (2 stories, up to 40 feet) would be consistent with existing buildings on the campus and with the scale of development analyzed in the Program EIR. The project would be subject to the design standards included in the Saddleback College FMP, including guidance related to light spillover and light pollution. Based on these factors, and with compliance with standard regulatory requirements, the project would not result in aesthetics impacts beyond those previously analyzed. The visual appearance of the proposed ATAS Building and other site modifications would not result in any significant adverse impacts. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to aesthetics.

Impacts Associated with the Revised Project

The Revised Project proposes to construct a new 7,100 SF addition to the existing ATAS Building, two additional tennis courts and a new tennis court facility, as well as a new parking area and connector road. Additionally, new safety netting would be installed along the south and east of the existing baseball fields, which would be approximately 30 feet in height, in order to protect the new parking area and Connector Road from baseball activities.

The Revised Project would not impact any parcels beyond those analyzed in the Program EIR and would not place new structures or facilities on the site closer to any nearby trails, public roads, or residences. In addition, the visual impacts of the Revised Project would be similar to, or less substantial than the existing buildings on the campus and with the scale of development analyzed in the Program EIR. The proposed change in views from landscaped practice fields to parking areas would also remain consistent with existing views on campus and with the scale of development analyzed in the Program EIR. Landscaping materials would visually unify the existing structures on the Project site with the new structures, connector road, and parking area proposed with the Revised Project. The baseball safety screening will be dark in color and thin material, which would not be visible from distances and would be screened from offsite views by existing Saddleback College structures and trees.

Additionally, the Revised Project would be subject to the design standards included in the Saddleback College FMP, including guidance related to light spillover and light pollution, and would also include landscaping to further benefit aesthetic views of the site. Therefore, based on these factors, and with compliance with standard regulatory requirements, the Revised Project would not result in aesthetics impacts beyond those previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs) Project Design Features (PDFs)

PDFs

None.

PPPs

None.

Applicable Mitigation Measures from the Program EIR

None.

5.2 AGRICULTURE AND FOREST RESOURCES	Subsequent or Supplemental EIR			Addendum to EIR	
	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to agriculture and forest resources within the project area were analyzed in the Initial Study to the Program EIR. The Program EIR concluded that, due to the lack of farmland, forest land, agricultural or forest zoning, or Williamson Act contracts within Saddleback College, there would be no impacts related to agriculture and forest resources from buildout of the Saddleback College FMP. No impacts were identified, and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum described that the proposed new ATAS Building and associated structures would not impact any parcels beyond those analyzed in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to agriculture and forest resources.

Impacts Associated with the Revised Project

The Revised Project would not impact any parcels beyond those analyzed in the Program EIR and site does not contain any farmland, forest land, agricultural or forest zoning, or Williamson Act contracts. Thus, no new impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR
None.

5.3 AIR QUALITY	Subsequent or Supplemental EIR			Addendum to EIR	
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to air quality were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not create objectionable odors affecting a substantial number of people, expose sensitive receptors to substantial concentrations of carbon monoxide, conflict with or obstruct implementation of the South Coast Air Quality Management District's (SCAQMD) 2007 Air Quality Management Plan, or violate an air quality standard or contribute substantially to an existing or project air quality violation during operations. The Program EIR identified potentially significant impacts related to the exposure of sensitive receptors to substantial concentrations of particulate matter (PM-10 and PM-2.5) during construction, the violation of the air quality standard for NO_x during construction, and the generation of a cumulatively considerable net increase of criteria pollutants for which the region is non-attainment under an applicable federal or State ambient air quality standard. These impacts were mitigated by the implementation of SCAQMD Rules, which are included in the Program EIR as Mitigation Measures AQ-1 and AQ-2, and by Mitigation Measures AQ-3 (requiring the use of Tier 2 or better dozers and scrapers during construction) and AQ-4 (requiring staging areas at least 300 feet from sensitive receptors). With the implementation of these mitigation measures, impacts were determined to be less-than-significant.

Summary of Impacts in the 2017 Addendum

Air pollutant emissions from the proposed project were evaluated in the Air Quality and Greenhouse Gas Evaluation (Air Quality Evaluation) in the 2017 Addendum. The Air Quality Evaluation used the

California Emissions Estimator Model to compare the emissions of the proposed project with those of the project modeled in the Program EIR.

The 2017 Addendum determined that construction of the proposed project would result in the decreases in NO_x, CO, SO_x, PM-10, and PM-2.5 emissions compared to the project evaluated in the Program EIR. An increase in VOC emissions was projected; however, the emissions remained below the SCAQMD regional threshold.

The 2017 Addendum determined that emission levels from operation of the proposed project would result in decreases in VOC, NO_x, CO, SO_x, PM-10, and PM-2.5 emissions compared to the project evaluated in the Program EIR. Although the project included a net increase in square footage of 8,400 SF (a 1 percent increase to the previously-analyzed expansion of 838,510 SF at the Saddleback College campus), emissions were anticipated to decrease due to new regulatory requirements and the natural turnover of older equipment that occurs over time, with newer equipment generating less pollution. Thus, the 2017 Addendum determined that the proposed project would not generate new significant impacts related to air pollution during the construction or operational period.

Impacts Associated with the Revised Project

The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, two new tennis courts and a new tennis court facility with restrooms and locker rooms, which would be added to the 6 tennis courts that were approved to be relocated and analyzed in the 2017 Addendum. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Drive Road that would provide access to a new connector road and a reconfigured parking area with a total of approximately 477 parking spaces.

Based on the revised modeling present in Table 1 below, air quality emissions are generally consistent with those estimated within the Program EIR and 2017 Addendum. Like the Approved Project, criteria air pollutants will be released during both the construction and operation phases of the Revised Project. Construction and operational emissions would result from area source emissions, emissions from energy utilization, mobile sources, solid waste generation, construction, and solid waste emissions, similar to the Approved Project.

As shown, the Revised Project would result in long-term regional emissions of the criteria pollutants that would be below the SCAQMD's applicable thresholds. Therefore, the Revised Project's operational emissions would not result in an adverse effect on existing air quality or result in an adverse effect to a sensitive use. Thus, no new air quality impacts would result from the Revised Project.

Table AQ-1: Net Daily Operational Emissions (Revised Project minus Approved Project)

Construction Emissions Comparison (lbs/day)						
Pollutant	ROG	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
2020	-0.62	-4.69	-0.89	0.00	-0.16	-0.15
2021	8.94	-2.73	-0.58	0.00	4.37	2.08
SCAQMD Threshold	75	100	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No
Operational Emissions (lbs/day)						
Pollutant	ROG	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
Area	0.21	0	0	0	0	0
Energy	0.01	0.04	0.03	0	0.01	0.01

Mobile	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.22	0.04	0.03	0	0.01	0.01
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: EPD, 2019

The Revised Project is consistent with the impacts identified and emissions would also be consistent with the Program EIR and 2017 Addendum. The Revised Project does not propose any changes to operational emissions and would contain the same type and scope of uses contemplated in the Program EIR and there are no potential increased direct or indirect emissions associated with operation of the Revised Project that were not discussed in the Program EIR or 2017 Addendum. Therefore, with compliance with standard regulatory requirements and Mitigation Measures AQ-1, AQ-2, AQ-3 and AQ-4, the Revised Project would not result in impacts related to Air Quality beyond those that were previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs

None.

PPPs

- SCAQMD Rules 402 (Nuisance), 403 (Fugitive Dust), 431.2 (Low Sulfur Fuel), 1113 (Architectural Coatings), and 1186/1186.1 (Street Sweepers).

Applicable Mitigation Measures from the Program EIR

Mitigation Measure AQ-1: The following measures shall be incorporated into project plans and specifications as implementation of Rule 403:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
- The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM₁₀ and PM_{2.5} fugitive dust haul road emissions by approximately 44%.

Mitigation Measure AQ-2: The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations, imposes a requirement that heavy-duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure is intended to apply to construction traffic. Prior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling.

Mitigation Measure AQ-3: Grading plans, construction specifications and bid documents shall include notation that all Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better. The South Orange County Community College District shall review grading plans, construction specifications, and bid documents for conformance with this mitigation measure prior to approval of grading plans and issuance of grading permits.

Mitigation Measure AQ-4: In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

Source:

EPD Solutions, Inc. (July 26, 2019). Advanced Technology and Applied Sciences ATAS Building CalEEMod Output (Appendix A).

5.4 BIOLOGICAL RESOURCES	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/ No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to biological resources were analyzed in the Program EIR. The Program EIR concluded that the buildout of Saddleback College would not result in substantial interference with the movement of any native resident or migratory fish or wildlife species or with wildlife corridors, adversely impact riparian habitat or other sensitive natural community, adversely impact any federally-protected wetlands, conflict with any local policies or ordinances protecting biological resources, or conflict with any Habitat Conservation Plan or Natural Community Conservation Plan. The Program EIR identified potentially significant impacts on the active nests of migratory and native bird species; this was mitigated by Mitigation Measure BIO-1, requiring nesting bird surveys by a biologist prior to land clearing. With the implementation of this mitigation measure, impacts were determined to be less-than-significant.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that construction of the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same type and scope of uses contemplated in the Program EIR. The project area was identified in the Program EIR as not containing any sensitive habitats or resources; the only such resource at Saddleback College was a 0.25-acre area adjacent to Trabuco Creek, which was not anticipated to be affected by the project. In addition, the project was to be subject to Mitigation Measure BIO-1. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to biological resources.

Impacts Associated with the Revised Project

The biological resource impacts resulting from the Saddleback College FMP, as discussed in the Program EIR, remain applicable to the Revised Project. The project area is not identified in the Program EIR as having any sensitive habitats or resources; the only such resource at Saddleback College was a 0.25-acre area adjacent to Trabuco Creek, which would not be affected by the project.

The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, as well as add two new tennis courts and a new tennis court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Drive Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The Project site is currently a community college campus, which is located in an urbanized area with various educational buildings, ornamental landscaping, and paved roads and parking areas. The Revised Project would modify existing practice fields that consist of turf and would construct a reconfigured parking area. The Project site has no value to special-status wildlife because of the highly disturbed nature of the project area, the extent of the existing development and intensity of human activity. Tree removal or construction associated with the Revised Project in the vicinity of nesting birds during the nesting bird season could result in destruction or abandonment, however, with implementation of Mitigation Measure BIO-1, impacts would remain less than significant. Furthermore, because the Project site is almost entirely paved for parking areas and does not link habitat areas or provide a means for wildlife to travel within the area, impacts on wildlife movement would remain less than significant.

A Jurisdictional Waters Assessment Report was completed on July 22, 2019 by Blackhawk Environmental, Inc. to gauge the presence/absence of drainage features and/or water bodies within the Project site that may be under the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and/or the California Department of Fish & Wildlife (CDFW) via state and/or federal Clean Water Acts. This report assessed the presence/absence of drainage features and/or water bodies within the existing practice fields that are proposed to be converted to a reconfigured parking area and connector road to the south and east of the existing baseball fields. One unvegetated concrete brow ditch (approximately 24 inches wide) was observed in this portion of the Revised Project site. However, since the observed concrete brow ditch drainage feature that bisects the Project site was excavated from uplands where no previously occurring natural drainage features were known, and has no aquatic vegetation associated with it, no USACE, RWQCB and/or CDFW jurisdiction over waterways is present on the

Revised Project site. Thus, the Revised Project would have no impact on these resources, or federally protected wetlands, and would not considerably contribute to a related cumulative impact.

Compliance with standard regulatory requirements, including the implementation of a standard Storm Water Pollution Prevention Program (SWPPP) to address the implementation, placement and maintenance of Best Management Practices (BMPs; i.e., gravel bags, silt fences, straw wattles, etc.) during construction of the Revised Project, no additional avoidance, minimization or mitigation measures are proposed for the drainage features within and adjacent to the site. In addition, with implementation of Mitigation Measure BIO-1, the Revised Project is within the scope of analysis in the Program EIR and would not result in impacts related to biological resources beyond that previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR

Mitigation Measure BIO-1: Prior to land-clearing activities from February 1 through August 31, a qualified biologist shall first evaluate the type and extent of vegetation removal. As determined necessary, the biological shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist shall specify the appropriate mitigation measure(s) for these impacts. Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.

Source: Blackhawk Environmental (July 22, 2019). Jurisdictional Waters Assessment Report, Saddleback College Connector Road Project, Mission Viejo, Orange County, CA (Appendix B).

5.5 CULTURAL RESOURCES	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/ No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Disturb a tribal cultural resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to cultural and paleontological resources were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in a substantial adverse change in the significance of a historical resource or an archaeological resource, or disturb any human remains, including remains interred outside of formal cemeteries. Impacts to archeological impacts were considered less than significant without mitigation. The Program EIR identified potentially significant impacts related to the destruction of unique paleontological resources or sites or unique geologic features; this was mitigated by Mitigation Measures PR-1 (requiring an assessment of the proposed depth of excavations and grading compared to prior disturbances at the Project site), PR-2 (paleontological supervision if resources are uncovered in shallow excavations), and PR-3 (paleontological monitoring for excavations deeper than 5 feet, where a site is found to have paleontological sensitivity). With the implementation of these mitigation measures, impacts were determined to be less-than-significant.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that construction of the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same type and scope of uses contemplated in the Program EIR. The existing TAS building was to be demolished as part of the project and was not considered a historic resource. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to cultural resources.

Impacts Associated with the Revised Project

The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, as well as add two new tennis courts and a new tennis court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. New road improvements are also proposed, including a new roundabout on East College Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The Revised Project would not impact any parcels beyond those analyzed in the Program EIR. As with the approved project discussed in the 2017 Addendum, ground disturbing activities beyond 5 feet in depth during construction of the Revised Project have the potential to impact paleontological resources. However, it is not anticipated that construction of the Revised Project would result in disturbance of such cultural resources since no resources were identified on site in the Program EIR. In addition, the Program EIR found that impacts to archaeological resources, human remains, and paleontological resources would be less than significant with implementation of mitigation measures and continuing best management practices. The Revised Project will implement Mitigation Measures PR-1, PR-2, and PR-3 during construction. Therefore, with compliance with standard regulatory requirements and Mitigation Measures PR-1, PR-2, and PR-3, the Revised Project would not result in impacts related to cultural or paleontological resources. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs

None.

PPPs

- Health and Safety Code Section 7050.5
- Public Resources Code Section 5097.98

Applicable Mitigation Measures from the Program EIR

Mitigation Measure PR-1: Prior to any excavation or grading, the district shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials. The district shall determine the extent of sub-surface disturbances by using information including, but not limited to, as-built construction plans, underground utility surveys, and/or historic or recent geotechnical information, including boring and trenching logs.

Mitigation Measure PR-2: Should resources be uncovered as a result of campus grading and/or excavation shallower than five feet, a qualified paleontologist shall be retained and notified, and work in the area of the find shall cease until a paleontological monitor under the supervision of the qualified paleontologist arrives. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.

Mitigation Measure PR-3: Based on information obtained from compliance with Mitigation Measure PR-1, and should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological features of the campuses. Data from the geotechnical surveys will help define the vertical and horizontal distribution of paleontologically sensitive subsurface units to assist in the accurate development of any monitoring requirements. Should that data indicate paleontological sensitivity, the following shall occur:

- A qualified paleontologist shall be retained to attend a pre-construction meeting with construction personnel. The paleontologist shall inform construction personnel that fossils may be encountered, and provide information on the appearance of fossils, the role of paleontological monitors, and on proper notification procedures; and
- A paleontological monitor under the supervision of a qualified paleontologist shall monitor all earth-moving activities with potential to disturb previously undisturbed paleontologically sensitive sediment. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.

5.6 GEOLOGY AND SOILS	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to geology and soils were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in the exposure of people or structures to substantial adverse effects related to the rupture of a known earthquake fault, or seismic-related ground failure or landslides; result in substantial soil erosion or the loss of topsoil; or be located on a geologic unit or soil that is unstable, and that could result in landslide, lateral spreading, subsidence, liquefaction, or collapse. No septic systems or alternative wastewater disposal systems are planned at the campus, and there was therefore determined to be no impact related to such facilities. Potentially significant impacts were identified related to strong seismic groundshaking and expansive soils; however, these impacts were determined to be mitigated to below a level of significance through the application of standard building code requirements, which mandate the implementation of design standards derived from

site-specific geotechnical investigations. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that construction of the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same type and scope of uses contemplated in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to geology and soils.

Impacts Associated with the Revised Project

The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, as well as add two new tennis courts and a new tennis court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The facilities proposed by the Revised Project would be subject to similar impacts related to strong seismic groundshaking and expansive soils as analyzed in the Program EIR; these impacts to a less than significant level through the compliance of the California Building Code. The Revised Project is subject to the California Building Code requirements. Thus, the Revised Project would remain subject to standard regulatory requirements, such as the preparation of a geotechnical investigation and compliance with the California Building Code that would minimize impacts related to geology and soils.

Therefore, the Revised Project would not have the potential to impact geology and soil conditions beyond impacts previously analyzed in the Program EIR. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Project Design Features (PDFs)

PDFs

None.

PPPs

- California Building Code
- California Education Code (Field Act)

Applicable Mitigation Measures from the Program EIR

None.

5.7 GREENHOUSE GAS EMISSIONS	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to greenhouse gas (GHG) emissions were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not generate GHG emissions that may have a significant impact on the environment and would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that construction of the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same type and scope of uses contemplated in the Program EIR. In addition, it was determined that the proposed project would next exceed SCAQMD's thresholds and would result in a less than significant impact with respect to GHG emissions and no mitigation was anticipated to be required. The proposed project was also anticipated to result in less emissions than disclosed in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to greenhouse gas emissions.

Impacts Associated with the Revised Project

Construction of the Revised Project would incrementally increase GHG emissions associated with temporary construction activities. On a comparative basis, the Revised Project would have lesser GHG emissions than the Initial Project, due to improved energy utilization. In addition, these temporary GHG emissions were previously analyzed in the Program EIR, and the construction methods of the Revised Project would have similar GHG emissions characteristics as the construction analyzed in the Program EIR. Furthermore, the Revised Project would be planned, designed, and managed to comply with standard regulatory requirements and would incorporate best practices and specific design elements to reduce GHG emissions. As determined in the Program EIR, the buildout of Saddleback College would not generate GHG emissions that may have a significant impact on the environment and would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions.

Therefore, with compliance with standard regulatory requirements, the Revised Project would not have the potential increase GHG emissions beyond those previously analyzed. Thus, no new or

substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR
None.

Source
Urban Crossroads. (2017, July 1). SOCCCD TAS Building Focused Air Quality and Greenhouse Gas Evaluation.

5.8 HAZARDS AND HAZARDOUS MATERIALS	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to hazards and hazardous materials were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in any impacts related to hazardous waste sites, aviation, interference with emergency response or evacuation plans, or wildland fires. Significant impacts were identified related to the routine transport, use, or disposal of hazardous materials; reasonably foreseeable upset and accident conditions involving the release of hazardous materials; and the handling of hazardous materials within one-quarter mile of a school. These impacts relate to the handling of hazardous chemicals used in routine maintenance and cleaning activities, older structures constructed with asbestos-containing materials (ACMs) and lead-based paint (LBP), and science laboratories that handle nominal amounts of hazardous materials. To mitigate these impacts to

below a level of significance, Mitigation Measures HAZ-1 (evaluation for LBPs and organochlorine pesticides prior to structural demolition), HAZ-2 (evaluation of toxic substances from pesticides and fertilizers in areas proposed for development that were previously farmed), and HAZ-3 (evaluation of ACMs prior to structural demolition of buildings constructed in 1978 or earlier) were incorporated into the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same educational and support land uses contemplated in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to hazards and hazardous materials.

Impacts Associated with the Revised Project

Overall, the Revised Project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same educational and support land uses contemplated in the Program EIR and in the 2017 Addendum.

During construction, ground-disturbing activities such as grading, or excavation associated with the Revised Project are not anticipated to encounter contaminated soils; however, if any are encountered, the Project is subject to standard regulatory requirements that would minimize impacts related to hazards and hazardous materials. This would include compliance with federal and State laws governing the transport, disposal, and release of toxic chemicals; requiring that such chemicals be tracked and inventoried; and mandating the implementation of hazardous materials business plans and emergency response plans. In addition, the Revised Project would implement Mitigation Measure HAZ-1, which requires that the SOCCCD shall evaluate the potential presence of lead-based paint and organochlorine pesticides.

Therefore, with compliance with standard regulatory requirements and Mitigation Measure HAZ-1, the Revised Project would not result in construction or operational impacts related to hazards and hazardous materials beyond those previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs) Project Design Features (PDFs)

PDFs

None.

PPPs

- Comprehensive Environmental Response, Compensation, and Liability Act
- Superfund Amendment and Reauthorization Act Title II
- Code of Federal Regulations, Title 49
- Resource Conservation and Recovery Act
- California Hazardous Waste Control Law of 1972
- California Code of Regulations, Titles 8, 22, 23, and 27
- Hazardous Materials Release Response Plans and Inventory Law of 1986
- SCAQMD Rule 1403 (Asbestos)

Applicable Mitigation Measures from the Program EIR

Mitigation Measure HAZ-1: Prior to structural demolition, whether full or partial, the SOCCCD shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers," dated June 9, 2006.

5.9 HYDROLOGY AND WATER QUALITY	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to hydrology and water quality were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in any substantial alteration to the existing drainage pattern on the site, which could result in flooding, erosion, or siltation; create or contribute runoff water would exceed

the capacity of stormwater drainage systems; generate substantial amounts polluted runoff; violate any water quality standards or waste discharge requirements; place housing within a flood zone; place within a 100-year flood zone structures that would impede or redirect flood flows; expose people or structures to flooding from the failure of a levee or dam; be subject to inundation by seiche, tsunami, or mudflow; or substantially deplete groundwater supplies. No significant impacts were identified, and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same educational and support land uses contemplated in the Program EIR. The sites analyzed in the 2017 Addendum were fully developed with impervious surfaces or partially pervious surfaces. The ATAS Building construction was anticipated to include impervious surfaces in a similar amount to existing conditions. In addition, the sites were not within a 100-year flood hazard area; an area affected by seiche, tsunami, or mudflow; or an area that would be affected by levee or dam failures. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to hazards and hazardous materials.

Impacts Associated with the Revised Project

The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, as well as add two new tennis courts and a new tennis court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The Revised Project would not impact any parcels beyond those analyzed in the Program EIR. The Revised Project would be subject to standard regulatory requirements that would minimize impacts related to hydrology and water quality, including preparation of a Stormwater Pollution Prevention Plan for the construction period, which would contain best management practices (BMPs).

Sites 1 and 3 are currently fully developed with impervious surfaces. Site 2 is located within a cluster of recreational facilities, including various practice fields, and is partially pervious. The proposed condition following construction the Revised Project would increase the amount of impervious surface when compared to existing conditions. However, stormwater would be directed to vegetated swales and planter areas and would be collected by series of catch basins and directed to a storage pipe with orifices to control flow for various storm events. This would ensure that post-development runoff would not exceed pre-development runoff. Therefore, the project would not cause erosion or siltation to occur. In addition, the Sites are not within a 100-year flood hazard area; an area affected by seiche, tsunami, or mudflow; or an area that would be affected by levee or dam failures.

The Program EIR analyzed the addition of 838,510 SF of academic, student service, and support building space, as well as a net increase of 1,790 parking spaces. The Revised Project would increase SF of building space, as well as parking spaces and impervious surfaces due to parking areas and new roads; however, the Revised Project would not increase building space, parking spaces, and impervious surfaces beyond what was analyzed in the Program EIR.

Based on these factors, and compliance with standard regulatory requirements, the Revised Project would not have the potential to impact hydrology and water quality beyond that previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
• Stormwater Pollution Prevention Plan

Applicable Mitigation Measures from the Program EIR
None.

5.10 LAND USE AND PLANNING	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to land use and planning were analyzed in the Initial Study to the Program EIR. The Program EIR concluded that buildout of the 2011 Facilities Master Plan for the Saddleback College campus, which has been in operation for 50 years, would not have the potential to divide an established community or conflict with any land use plan or habitat conservation plan. No impacts were identified, and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same educational and support land uses contemplated in the Program EIR. In addition, the proposed project was anticipated to be consistent with the 2011 FMP for Saddleback College because the project would not increase the total square footage or FTES assumed in the Plan. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to hazards and hazardous materials.

Impacts Associated with the Revised Project

The Revised Project modifies the buildout location of select facilities within the Saddleback College campus, however, the Revised Project is consistent with the Saddleback College FMP. In addition, as the project is entirely within the existing campus, there would be no increase in impacts related to the division of an established community or conflicts with any applicable land use plan or habitat conservation plan.

Construction would result in temporary impacts to surrounding land uses, such as traffic delays, noise, and visual effects, however, these impacts would be similar to those analyzed in the Program EIR and the 2017 Addendum. Therefore, no impacts would occur from construction of the Revised Project. The project would be consistent with the Saddleback College FMP because the project would not increase the total square footage or FTES assumed in the Plan.

The 7,100 SF ATAS Building addition would be adjacent to other planned improvements analyzed in the Program EIR and 2017 Addendum and land use impacts would be similar to those analyzed in the Program EIR. The replacement tennis courts are also planned adjacent to existing recreational facilities. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR
None.

5.11 MINERAL RESOURCES	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to mineral resources were analyzed in the Initial Study to the Program EIR. The Program EIR concluded that, due to the existing operation of the campus as an educational institution, and with no identified mineral resources present in the area, there would be no impacts to mineral resources. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would modify the buildout location of select facilities within the Saddleback College campus and would not impact any parcels beyond those analyzed in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to mineral resources.

Impacts Associated with the Revised Project

The proposed project modifies the location of select facilities within the Saddleback College campus, however, the Revised Project would not impact any parcels beyond those analyzed in the Program EIR. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs) Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR None.

5.12 NOISE	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to noise were analyzed in the Program EIR. Noise-generating activities analyzed in the Program EIR included demolition and construction of buildings and other site improvements on the campus, traffic, sports and other campus activities. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in the exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels or noise levels in excess of applicable general plan or noise ordinance standards; result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or expose persons working in the project area to excessive noise levels from airports or airstrips. The Program EIR identified potentially significant impacts related to substantial temporary or periodic increases in ambient noise levels. This was mitigated by Mitigation Measures NOI-1 (requiring mufflers on construction equipment), NOI-2 (placing construction staging areas away from noise-sensitive receptors), and NOI-3 (limiting haul truck operating hours). With the implementation of these mitigation measures, impacts were determined to be less-than-significant.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would not impact any parcels beyond those analyzed in the Program EIR and would contain the same type of uses contemplated in the Program EIR. The proposed project was located within a central area of the Saddleback College campus and was not anticipated to result in new noise-generating activities closer to off-campus noise-sensitive receptors than had previously been evaluated. Demolition and construction activities were analyzed in the Program EIR; therefore, it was concluded that the project would not have the potential to result in substantial short- or long-term increases in ground-borne vibration or noise or ambient noise. In addition, during construction, the proposed project was subject to Mitigation Measures NOI-1, NOI-2, and NOI-3. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to noise.

Impacts Associated with the Revised Project

The Revised Project description has changed slightly from the Program EIR and 2017 Addendum to incorporate the 7,100 SF addition to the ATAS Building, new parking area and connector road to the south and east of the existing baseball fields, and two new tennis courts and tennis facility. The Revised Project would not result in a significant change in construction-related noise impacts because the construction of the 7,100 SF addition, two new tennis courts, and the new 2,415 SF tennis facility is negligible to the type and scale of construction and operations that were assessed in the original Program EIR and in the 2017 Addendum. The closest sensitive receptors to the Revised Project are existing residential areas approximately 1,000 feet south of Site 3 of the Revised Project area. Construction of the new parking area and Connector Road would cause temporary noise impacts due to grading; however, the Revised Project would include similar construction activities and use similar equipment as the Approved Project. In addition, the distance between the construction and the vibration source and sensitive receptors would be the same and would not increase.

Mitigation Measures NOI-1, NOI-2, and NOI-3 would be implemented to prevent any new or additional impacts to nearby sensitive receptors. In addition, as discussed above, the Revised Project site is located within the central portion of campus and not adjacent to off-campus noise-sensitive receptors. Therefore, the Revised Project would not have the potential to result in substantial short- or long-term increases in ground-borne vibration or operational noise or ambient noise to noise-sensitive receptors.

In addition, the amount of traffic associated with construction of the new parking area and connector road would be equal to or less than what has already been anticipated for the site per the Program EIR and the 2017 Addendum. Traffic-related noise would also be comparable to what has been anticipated for the site in the Program EIR. Furthermore, the Revised Project would involve educational and recreational development consistent with the general location, and intensity of land uses anticipated for the Campus; the proposed changes would not create any new or more intense operational impacts than those assessed in the Program EIR. Therefore, the conclusions of the Program EIR are still valid and, the project would not have the potential to result in substantial short- or long-term increases in ground-borne vibration or noise or ambient noise.

Overall, with compliance with standard regulatory requirements and Mitigation Measures NOI-1, NOI-2, and NOI-3, the project would not result in noise impacts beyond that previously analyzed. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR

Mitigation Measure NOI-1: All equipment shall be equipped with properly operating and maintained mufflers.

Mitigation Measure NOI-2: Equipment and materials shall be staged in areas that will create the greatest distance between construction-related noise sources and the noise-sensitive receptors nearest the construction sites.

Mitigation Measure NOI-3: Haul trucks and other construction-related trucks traveling to and from any individual Project site shall be restricted to the same hours specified for the operation of construction equipment. To the extent feasible, haul routes shall not pass directly by sensitive land uses.

5.13 POPULATION AND HOUSING	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to population and housing were analyzed in the Initial Study to the Program EIR. The Program EIR determined that, as buildout of the FMPs is intended to respond to growing demands for educational services, the added facilities would not induce substantial population growth. The Program EIR also found no impacts due to the displacement of substantial numbers of existing housing or substantial numbers of people. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project was not anticipated to result in an increase in the overall increased square footage or FTES assumed in the Program EIR. Because there would be no increase in FTES, the project was not anticipated to have the potential to induce substantial population growth. In addition, the relocated facilities are all within the existing campus boundaries and were not anticipated to displace any housing or people. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to population and housing.

Impacts Associated with the Revised Project

The Revised Project modifies the location of select facilities within the Saddleback College campus. The Revised Project would not result in an increase in the overall increased square footage or FTES assumed in the Program EIR. Because there would be no increase in FTES, the Revised Project would not have the potential to induce substantial population growth. In addition, the Revised Project is within the existing campus boundaries and would not displace any housing or people. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Project Design Features (PDFs)

PDFs

None.

PPPs

None.

Applicable Mitigation Measures from the Program EIR

None.

5.14 PUBLIC SERVICES	Subsequent or Supplemental EIR			Addendum to EIR	
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to public services were analyzed in the Initial Study to the Program EIR. The Program EIR determined that the added facilities as part of the buildout of the FMPs would not burden existing fire or police services to the extent that new fire or police stations would be required. The Program EIR determined the buildout of Saddleback College would have no impact on schools, parks, or other public facilities. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project was not anticipated to result in an increase in the overall increased square footage or FTES assumed in the Program EIR. Because there would be no increase in FTES, the project was not anticipated to have the potential to induce substantial population growth. In addition, the relocated facilities are all within the existing campus boundaries and were not anticipated to displace any housing or people. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to public services.

Impacts Associated with the Revised Project

The Revised Project modifies the buildout location of select facilities within the Saddleback College campus. The Revised Project proposes to construct a 7,100 SF addition to the 45,000 SF ATAS Building approved by the 2017 Addendum. The Revised Project would also add two new tennis courts and a new tennis facility with restrooms and locker rooms to the 6 tennis courts that were approved in the 2017 Addendum, for a total of 8 tennis courts. New road improvements are also proposed, including a new roundabout on East College Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The Revised Project would increase the overall square footage of the structures on campus by approximately 9,500 SF, which could incrementally increase the demand for public services on campus. However, construction of the Revised Project would not increase the number of FTES or exceed the overall square footage of 838,510 SF of academic, student service, and support

buildings space that was analyzed in the Program EIR. Therefore, the Revised Project would not increase the demand for public services to the extent that construction of new public service facilities would be required. Fire protection and police services would be able to serve Saddleback College with existing physical facilities. Additionally, the new structures associated with the Revised Project would be constructed to meet all applicable City requirements. Furthermore, construction of the new connector road and reconfigured parking area would improve circulation and accessibility of existing and proposed structures on campus for police and fire protection services, which would also allow for faster response times for emergency services.

The modified plan for Saddleback College would continue to have no effect on schools, parks, or other public facilities. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)
Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR
None.

5.15 RECREATION	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/ No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to recreation were analyzed in the Initial Study to the Program EIR. The Program EIR determined that the buildout of Saddleback College would add new recreational facilities to the campus and would not have the potential to create significant impacts on facilities beyond the campus. No mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would modify the buildout location of select facilities within the Saddleback College campus. Because these new facilities were to be added to the Saddleback College campus, the proposed project was not anticipated to increase the use of existing neighborhood and regional parks or other recreational facilities. In addition, the proposed project was in the scope of analysis of the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to recreation.

Impacts Associated with the Revised Project

The Revised Project modifies the buildout location of select facilities within the Saddleback College campus. The Revised Project proposes to construct a 7,100 SF addition to the approved 45,000 SF ATAS Building, as well as add two new tennis courts and a new tennis court facility with restrooms and locker rooms to the 6 tennis courts that were approved to be relocated in the 2017 Addendum. New road improvements are also proposed for the Revised Project, including a new roundabout on East College Road that would provide access to a new Connector Road and a reconfigured parking area with a total of approximately 477 parking spaces.

The two new proposed tennis courts and tennis facility would create additional recreational facilities, resulting in no net loss of recreational facilities. The construction of tennis courts and expansion of recreational facilities was analyzed in the Program EIR and 2017 Addendum; the Revised Project would not cause additional impacts beyond those analyzed in the Program EIR and 2017 Addendum. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Project Design Features (PDFs)

PDFs

None.

PPPs

None.

Applicable Mitigation Measures from the Program EIR

None.

5.16 TRIBAL CULTURAL RESOURCES	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to tribal cultural resources were analyzed as part of the Cultural and Paleontological Resources section of the Program EIR. Preparation of the Program EIR included a Sacred Lands File search through the Native American Heritage Commission (NAHC). The NAHC additionally provided a list of local American Indian contacts. Outreach via a series of letters, emails, and phone calls occurred with a total of 13 contacts. The Sacred Lands file search was negative and did not identify any American Indian resources within the Saddleback College campus or within a 1/2-mile radius. Likewise, outreach to local tribal representatives yielded no specific information or concerns about development on the campus. There were no impacts to tribal cultural resources and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would modify the buildout location of select facilities within the Saddleback College campus, however, the project was within the scope of analysis for tribal cultural resources in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to tribal cultural resources.

Impacts Associated with the Revised Project

The Revised Project modifies the buildout location of select facilities within the Saddleback College campus. The Revised Project area has been previously disturbed and graded, and would not impact any areas beyond the campus boundary. The Revised Project is therefore within the scope of analysis for tribal cultural resources in the Program EIR and no further analysis is required. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs) Project Design Features (PDFs)

PDFs

None.

PPPs

None.

Applicable Mitigation Measures from the Program EIR

None.

5.17 TRANSPORTATION AND TRAFFIC	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to transportation and traffic were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not result in a change in air traffic patterns that would result in substantial safety risks; substantially increase hazards due to a design feature or incompatible uses; result in inadequate emergency access; or conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The Program EIR identified potentially significant impacts related to a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, including the Congestion Management Program; this was mitigated by Mitigation Measure TRA-1, requiring the district to coordinate with the City of Mission Viejo, Orange County Transportation Authority, and California Department of Transportation in the identification, planning, and fair-share funding of improvements at the intersection of Crown Valley Parkway with Avery Parkway and Marguerite Parkway. With the implementation of this mitigation measure,

impacts at the Crown Valley/Avery intersection were determined to be less-than-significant. However, because there were no plans for improvement and no identified feasible enhancements to the Crown Valley/Marguerite intersection, impacts at that location were determined to be significant and unavoidable.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would not cause an increase in the anticipated FTEF load of the campus, which was the basis of the Program EIR traffic analysis. Therefore, it was determined that the proposed project was within the scope of analysis in the Program EIR and there would be no new impacts to transportation and traffic and no further analysis was required. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to transportation and traffic.

Impacts Associated with the Revised Project

The Revised Project includes the construction of 7,100 SF addition to the ATAS Building, new parking area and Connector Road to the south and east of the existing baseball fields, and two new tennis courts and tennis facility. This square footage is accommodated by the overall square footage assumed in the Program EIR. The proposed addition to the ATAS Building, as well as the construction of the two new tennis courts and tennis facility, would be used to enhance educational programs at the campus and accommodate existing students; the additional square footage is considered nominal and would not result in new impacts as a result of an increase in the number of students or faculty using the facilities beyond the increase examined in the Program EIR.

Additionally, the Revised Project is located in an area with existing and planned educational and recreational development within the Saddleback College campus, as well as the existing and planned transportation infrastructure needed to handle the Revised Project. The Revised Project proposes the addition of a new parking area with approximately 477 new parking spaces, which is consistent with the scope analyzed in the Program EIR; a net increase of 1,790 parking spaces was analyzed in the projected campus growth of the Program EIR. Therefore, with consistency of the parking increase assessed in the Program EIR, and with no proposed increase in the anticipated FTEF load of the campus, the Revised Project would be consistent with the Program EIR. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs) Project Design Features (PDFs)

PDFs
None.

PPPs
None.

Applicable Mitigation Measures from the Program EIR

Mitigation Measure TRA-1: The South Orange County Community College District shall coordinate with the City of Mission Viejo, the Orange County Transportation Authority, and the California Department of Transportation in the identification, planning and fair-share funding of intersection improvements at Marguerite Parkway and Avery Parkway. The district shall participate in a fair-

share funding program that would ensure improvement of the Marguerite/Avery intersection to a minimum Level of Service D by the year 2030. If feasible improvements are identified for the intersection of Marguerite Parkway with Crown Valley Parkway, the district shall likewise participate in a fair-share funding program that would ensure improvement of the Marguerite/Crown Valley intersection to a minimum Level of Service E by the year 2030.

Source

Urban Crossroads. (2017, July 1). SOCCCD TAS Building Trip Generation Evaluation.

5.18 UTILITIES AND SERVICE SYSTEMS	Subsequent or Supplemental EIR			Addendum to EIR	
Would the project:	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Summary of Impacts in the Program EIR

Impacts related to utilities and service systems were analyzed in the Program EIR. The Program EIR concluded that with the implementation of regulatory requirements, the buildout of Saddleback College would not require or result in the construction of new or expanded water or wastewater facilities, the construction of which could cause significant environmental effects; require new or expanded entitlements for water supplies; exceed the wastewater treatment requirements of the San Diego Regional Water Quality Control Board; result in a determination by the Moulton Niguel Water District that it has inadequate capacity to serve the project's projected wastewater demand; be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs; be in noncompliance with federal, state, and local statutes and regulations related to solid waste; or result in the inefficient or unnecessary consumption of energy. No significant impacts were identified and no mitigation measures were required by the Program EIR.

Summary of Impacts in the 2017 Addendum

The 2017 Addendum determined that the proposed project would modify the buildout location of select facilities within the Saddleback College campus, however, the project was not anticipated to result in an increase over the overall increased square footage or FTES assumed in the Program EIR. Thus, the 2017 Addendum determined that the proposed project would not generate new impacts related to utilities and service systems.

Impacts Associated with the Revised Project

The Revised Project modifies the buildout location of select facilities within the Saddleback College campus. The Revised Project includes the construction of 7,100 SF addition to the ATAS Building, new parking area and Connector Road to the south and east of the existing baseball fields, and two new tennis courts and tennis facility. This would not result in an increase in the overall increased square footage or FTES assumed in the Program EIR; therefore, the project would not have the potential to substantially increase demands on utilities and service systems, including water, wastewater, solid waste, storm drainage, and energy infrastructure, services, and supplies. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

Project Design Features & Standard Conditions/Existing Plans, Programs, or Policies (PPPs)

Project Design Features (PDFs)

PDFs

None.

PPPs

- California Energy Code
- California Green Building Standards Code

Applicable Mitigation Measures from the Program EIR

None.

5.19 MANDATORY FINDINGS OF SIGNIFICANCE	Subsequent or Supplemental EIR			Addendum to EIR	
	Substantial Change in Project or Circumstances Resulting in New Significant Effects	New Information Showing Greater Significant Effects than Previous EIR	New Information Identifying New Mitigation or Alternative to Reduce Significant Effect is Declined	Minor Technical Changes or Additions	No New Impact/No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As described in Items 5.4 and 5.5, above, with implementation of regulatory requirements and Mitigation Measure BIO-1, there would be no impacts related to biological or cultural resources resulting from the project. The Program EIR also identified cumulatively considerable impacts related to traffic. As discussed in Item 5.16, above, the Revised Project would not substantially increase this impact.

Based on the above discussions, the Revised Project would not cause any new impacts, or previously identified impacts to become more severe than previously analyzed. The feasibility of mitigation measures or alternatives previously identified would not be modified with implementation of the Revised Project, and different mitigation measures or alternatives from those previously identified are not proposed or necessary as a result of the Revised Project. Thus, no new or substantially greater impacts would occur with implementation of the Revised Project when compared to those identified in the Program EIR or 2017 Addendum.

6 APPENDICES

Appendix A. Advanced Technology and Applied Sciences ATAS Building CalEEMod Output

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Advanced Technology and Applied Sciences ATAS Building

South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Junior College (2Yr)	54.70	1000sqft	1.26	54,700.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2020
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Grading -

Demolition -

Trips and VMT - Comparison to previously analyzed project.

Vehicle Trips - No new vehicular trips.

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Table Name	Column Name	Default Value	New Value
tblTripsAndVMT	HaulingTripNumber	166.00	273.00
tblTripsAndVMT	VendorTripNumber	9.00	7.00
tblVehicleTrips	ST_TR	11.23	0.00
tblVehicleTrips	SU_TR	1.21	0.00
tblVehicleTrips	WD_TR	27.49	0.00

2.0 Emissions Summary

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.0265	0.2888	0.1710	3.8000e-004	0.0277	0.0139	0.0416	6.7300e-003	0.0130	0.0197	0.0000	34.8331	34.8331	6.7600e-003	0.0000	35.0020
2020	0.4778	1.6430	1.4955	2.7500e-003	0.0406	0.0844	0.1251	0.0133	0.0814	0.0947	0.0000	232.0913	232.0913	0.0383	0.0000	233.0486
Maximum	0.4778	1.6430	1.4955	2.7500e-003	0.0406	0.0844	0.1251	0.0133	0.0814	0.0947	0.0000	232.0913	232.0913	0.0383	0.0000	233.0486

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.0265	0.2888	0.1710	3.8000e-004	0.0277	0.0139	0.0416	6.7300e-003	0.0130	0.0197	0.0000	34.8330	34.8330	6.7600e-003	0.0000	35.0019
2020	0.4778	1.6430	1.4955	2.7500e-003	0.0406	0.0844	0.1251	0.0133	0.0814	0.0947	0.0000	232.0910	232.0910	0.0383	0.0000	233.0484
Maximum	0.4778	1.6430	1.4955	2.7500e-003	0.0406	0.0844	0.1251	0.0133	0.0814	0.0947	0.0000	232.0910	232.0910	0.0383	0.0000	233.0484

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	12-1-2019	2-29-2020	0.6913	0.6913
2	3-1-2020	5-31-2020	0.5835	0.5835
3	6-1-2020	8-31-2020	0.5833	0.5833
4	9-1-2020	9-30-2020	0.1902	0.1902
		Highest	0.6913	0.6913

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003
Energy	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	259.9914	259.9914	9.7400e-003	2.6600e-003	261.0273
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	14.4347	0.0000	14.4347	0.8531	0.0000	35.7613
Water						0.0000	0.0000		0.0000	0.0000	0.8512	25.9861	26.8372	0.0885	2.2900e-003	29.7310
Total	0.2276	0.0411	0.0352	2.5000e-004	0.0000	3.1200e-003	3.1200e-003	0.0000	3.1200e-003	3.1200e-003	15.2859	285.9788	301.2647	0.9513	4.9500e-003	326.5211

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003
Energy	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	259.9914	259.9914	9.7400e-003	2.6600e-003	261.0273
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	14.4347	0.0000	14.4347	0.8531	0.0000	35.7613
Water						0.0000	0.0000		0.0000	0.0000	0.8512	25.9861	26.8372	0.0885	2.2900e-003	29.7310
Total	0.2276	0.0411	0.0352	2.5000e-004	0.0000	3.1200e-003	3.1200e-003	0.0000	3.1200e-003	3.1200e-003	15.2859	285.9788	301.2647	0.9513	4.9500e-003	326.5211

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	12/1/2019	12/27/2019	5	20	
2	Site Preparation	Site Preparation	12/28/2019	12/31/2019	5	2	
3	Grading	Grading	1/1/2020	1/6/2020	5	4	
4	Building Construction	Building Construction	1/7/2020	10/12/2020	5	200	
5	Paving	Paving	10/13/2020	10/26/2020	5	10	
6	Architectural Coating	Architectural Coating	10/27/2020	11/9/2020	5	10	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 1.5

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 82,050; Non-Residential Outdoor: 27,350; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	273.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	23.00	7.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0180	0.0000	0.0180	2.7300e-003	0.0000	2.7300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0230	0.2268	0.1489	2.4000e-004		0.0129	0.0129		0.0120	0.0120	0.0000	21.4161	21.4161	5.4500e-003	0.0000	21.5524
Total	0.0230	0.2268	0.1489	2.4000e-004	0.0180	0.0129	0.0309	2.7300e-003	0.0120	0.0148	0.0000	21.4161	21.4161	5.4500e-003	0.0000	21.5524

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.2 Demolition - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.1900e-003	0.0420	8.3900e-003	1.1000e-004	2.3500e-003	1.5000e-004	2.5000e-003	6.4000e-004	1.5000e-004	7.9000e-004	0.0000	10.4624	10.4624	7.7000e-004	0.0000	10.4816
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.0000e-004	5.4300e-003	1.0000e-005	1.4300e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.3263	1.3263	4.0000e-005	0.0000	1.3274
Total	1.8200e-003	0.0425	0.0138	1.2000e-004	3.7800e-003	1.6000e-004	3.9400e-003	1.0200e-003	1.6000e-004	1.1800e-003	0.0000	11.7887	11.7887	8.1000e-004	0.0000	11.8089

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0180	0.0000	0.0180	2.7300e-003	0.0000	2.7300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0230	0.2268	0.1489	2.4000e-004		0.0129	0.0129		0.0120	0.0120	0.0000	21.4161	21.4161	5.4500e-003	0.0000	21.5524
Total	0.0230	0.2268	0.1489	2.4000e-004	0.0180	0.0129	0.0309	2.7300e-003	0.0120	0.0148	0.0000	21.4161	21.4161	5.4500e-003	0.0000	21.5524

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.2 Demolition - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.1900e-003	0.0420	8.3900e-003	1.1000e-004	2.3500e-003	1.5000e-004	2.5000e-003	6.4000e-004	1.5000e-004	7.9000e-004	0.0000	10.4624	10.4624	7.7000e-004	0.0000	10.4816
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.0000e-004	5.4300e-003	1.0000e-005	1.4300e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.3263	1.3263	4.0000e-005	0.0000	1.3274
Total	1.8200e-003	0.0425	0.0138	1.2000e-004	3.7800e-003	1.6000e-004	3.9400e-003	1.0200e-003	1.6000e-004	1.1800e-003	0.0000	11.7887	11.7887	8.1000e-004	0.0000	11.8089

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.8000e-003	0.0000	5.8000e-003	2.9500e-003	0.0000	2.9500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.7100e-003	0.0195	7.8900e-003	2.0000e-005		8.8000e-004	8.8000e-004		8.1000e-004	8.1000e-004	0.0000	1.5467	1.5467	4.9000e-004	0.0000	1.5589
Total	1.7100e-003	0.0195	7.8900e-003	2.0000e-005	5.8000e-003	8.8000e-004	6.6800e-003	2.9500e-003	8.1000e-004	3.7600e-003	0.0000	1.5467	1.5467	4.9000e-004	0.0000	1.5589

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-005	3.0000e-005	3.3000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0816	0.0816	0.0000	0.0000	0.0817
Total	4.0000e-005	3.0000e-005	3.3000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0816	0.0816	0.0000	0.0000	0.0817

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.8000e-003	0.0000	5.8000e-003	2.9500e-003	0.0000	2.9500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.7100e-003	0.0195	7.8900e-003	2.0000e-005		8.8000e-004	8.8000e-004		8.1000e-004	8.1000e-004	0.0000	1.5467	1.5467	4.9000e-004	0.0000	1.5589
Total	1.7100e-003	0.0195	7.8900e-003	2.0000e-005	5.8000e-003	8.8000e-004	6.6800e-003	2.9500e-003	8.1000e-004	3.7600e-003	0.0000	1.5467	1.5467	4.9000e-004	0.0000	1.5589

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-005	3.0000e-005	3.3000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0816	0.0816	0.0000	0.0000	0.0817
Total	4.0000e-005	3.0000e-005	3.3000e-004	0.0000	9.0000e-005	0.0000	9.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0816	0.0816	0.0000	0.0000	0.0817

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					9.8300e-003	0.0000	9.8300e-003	5.0500e-003	0.0000	5.0500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7000e-003	0.0302	0.0129	3.0000e-005		1.3700e-003	1.3700e-003		1.2600e-003	1.2600e-003	0.0000	2.4779	2.4779	8.0000e-004	0.0000	2.4980
Total	2.7000e-003	0.0302	0.0129	3.0000e-005	9.8300e-003	1.3700e-003	0.0112	5.0500e-003	1.2600e-003	6.3100e-003	0.0000	2.4779	2.4779	8.0000e-004	0.0000	2.4980

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.0000e-005	5.0000e-005	6.1000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	0.0000	0.0000	0.1583
Total	7.0000e-005	5.0000e-005	6.1000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	0.0000	0.0000	0.1583

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					9.8300e-003	0.0000	9.8300e-003	5.0500e-003	0.0000	5.0500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7000e-003	0.0302	0.0129	3.0000e-005		1.3700e-003	1.3700e-003		1.2600e-003	1.2600e-003	0.0000	2.4779	2.4779	8.0000e-004	0.0000	2.4980
Total	2.7000e-003	0.0302	0.0129	3.0000e-005	9.8300e-003	1.3700e-003	0.0112	5.0500e-003	1.2600e-003	6.3100e-003	0.0000	2.4779	2.4779	8.0000e-004	0.0000	2.4980

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.0000e-005	5.0000e-005	6.1000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	0.0000	0.0000	0.1583
Total	7.0000e-005	5.0000e-005	6.1000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	0.0000	0.0000	0.1583

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2031	1.4788	1.3188	2.2000e-003		0.0796	0.0796		0.0769	0.0769	0.0000	181.5421	181.5421	0.0337	0.0000	182.3847
Total	0.2031	1.4788	1.3188	2.2000e-003		0.0796	0.0796		0.0769	0.0769	0.0000	181.5421	181.5421	0.0337	0.0000	182.3847

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.3700e-003	0.0751	0.0189	1.8000e-004	4.4100e-003	3.7000e-004	4.7800e-003	1.2700e-003	3.5000e-004	1.6200e-003	0.0000	17.1253	17.1253	1.1400e-003	0.0000	17.1539
Worker	0.0102	7.8800e-003	0.0873	2.5000e-004	0.0252	2.0000e-004	0.0254	6.7000e-003	1.8000e-004	6.8800e-003	0.0000	22.7385	22.7385	6.5000e-004	0.0000	22.7549
Total	0.0126	0.0829	0.1062	4.3000e-004	0.0296	5.7000e-004	0.0302	7.9700e-003	5.3000e-004	8.5000e-003	0.0000	39.8638	39.8638	1.7900e-003	0.0000	39.9087

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2031	1.4788	1.3188	2.2000e-003		0.0796	0.0796		0.0769	0.0769	0.0000	181.5419	181.5419	0.0337	0.0000	182.3844
Total	0.2031	1.4788	1.3188	2.2000e-003		0.0796	0.0796		0.0769	0.0769	0.0000	181.5419	181.5419	0.0337	0.0000	182.3844

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.3700e-003	0.0751	0.0189	1.8000e-004	4.4100e-003	3.7000e-004	4.7800e-003	1.2700e-003	3.5000e-004	1.6200e-003	0.0000	17.1253	17.1253	1.1400e-003	0.0000	17.1539
Worker	0.0102	7.8800e-003	0.0873	2.5000e-004	0.0252	2.0000e-004	0.0254	6.7000e-003	1.8000e-004	6.8800e-003	0.0000	22.7385	22.7385	6.5000e-004	0.0000	22.7549
Total	0.0126	0.0829	0.1062	4.3000e-004	0.0296	5.7000e-004	0.0302	7.9700e-003	5.3000e-004	8.5000e-003	0.0000	39.8638	39.8638	1.7900e-003	0.0000	39.9087

3.6 Paving - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	4.2000e-003	0.0423	0.0444	7.0000e-005		2.3500e-003	2.3500e-003		2.1600e-003	2.1600e-003	0.0000	5.8829	5.8829	1.8600e-003	0.0000	5.9295
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	4.2000e-003	0.0423	0.0444	7.0000e-005		2.3500e-003	2.3500e-003		2.1600e-003	2.1600e-003	0.0000	5.8829	5.8829	1.8600e-003	0.0000	5.9295

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.6 Paving - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.2000e-004	2.4700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6426	0.6426	2.0000e-005	0.0000	0.6431
Total	2.9000e-004	2.2000e-004	2.4700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6426	0.6426	2.0000e-005	0.0000	0.6431

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	4.2000e-003	0.0423	0.0444	7.0000e-005		2.3500e-003	2.3500e-003		2.1600e-003	2.1600e-003	0.0000	5.8828	5.8828	1.8600e-003	0.0000	5.9295
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	4.2000e-003	0.0423	0.0444	7.0000e-005		2.3500e-003	2.3500e-003		2.1600e-003	2.1600e-003	0.0000	5.8828	5.8828	1.8600e-003	0.0000	5.9295

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.6 Paving - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.9000e-004	2.2000e-004	2.4700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6426	0.6426	2.0000e-005	0.0000	0.6431
Total	2.9000e-004	2.2000e-004	2.4700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6426	0.6426	2.0000e-005	0.0000	0.6431

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2535					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.2100e-003	8.4200e-003	9.1600e-003	1.0000e-005		5.5000e-004	5.5000e-004		5.5000e-004	5.5000e-004	0.0000	1.2766	1.2766	1.0000e-004	0.0000	1.2791
Total	0.2547	8.4200e-003	9.1600e-003	1.0000e-005		5.5000e-004	5.5000e-004		5.5000e-004	5.5000e-004	0.0000	1.2766	1.2766	1.0000e-004	0.0000	1.2791

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1000e-004	9.0000e-005	9.5000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2472	0.2472	1.0000e-005	0.0000	0.2473
Total	1.1000e-004	9.0000e-005	9.5000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2472	0.2472	1.0000e-005	0.0000	0.2473

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2535					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.2100e-003	8.4200e-003	9.1600e-003	1.0000e-005		5.5000e-004	5.5000e-004		5.5000e-004	5.5000e-004	0.0000	1.2766	1.2766	1.0000e-004	0.0000	1.2791
Total	0.2547	8.4200e-003	9.1600e-003	1.0000e-005		5.5000e-004	5.5000e-004		5.5000e-004	5.5000e-004	0.0000	1.2766	1.2766	1.0000e-004	0.0000	1.2791

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1000e-004	9.0000e-005	9.5000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2472	0.2472	1.0000e-005	0.0000	0.2473
Total	1.1000e-004	9.0000e-005	9.5000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2472	0.2472	1.0000e-005	0.0000	0.2473

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Junior College (2Yr)	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Junior College (2Yr)	16.60	8.40	6.90	6.40	88.60	5.00	92	7	1

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Junior College (2Yr)	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: N

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	215.2431	215.2431	8.8900e-003	1.8400e-003	216.0132
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	215.2431	215.2431	8.8900e-003	1.8400e-003	216.0132
NaturalGas Mitigated	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142
NaturalGas Unmitigated	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Junior College (2Yr)	838551	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142
Total		4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Junior College (2Yr)	838551	4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142
Total		4.5200e-003	0.0411	0.0345	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.7483	44.7483	8.6000e-004	8.2000e-004	45.0142

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Junior College (2Yr)	675545	215.2431	8.8900e-003	1.8400e-003	216.0132
Total		215.2431	8.8900e-003	1.8400e-003	216.0132

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Junior College (2Yr)	675545	215.2431	8.8900e-003	1.8400e-003	216.0132
Total		215.2431	8.8900e-003	1.8400e-003	216.0132

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003
Unmitigated	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0254					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1977					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	7.0000e-005	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003
Total	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0254					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1977					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	7.0000e-005	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003
Total	0.2231	1.0000e-005	7.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3600e-003	1.3600e-003	0.0000	0.0000	1.4500e-003

7.0 Water Detail

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	26.8372	0.0885	2.2900e-003	29.7310
Unmitigated	26.8372	0.0885	2.2900e-003	29.7310

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Junior College (2Yr)	2.68298 / 4.19646	26.8372	0.0885	2.2900e-003	29.7310
Total		26.8372	0.0885	2.2900e-003	29.7310

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Junior College (2Yr)	2.68298 / 4.19646	26.8372	0.0885	2.2900e-003	29.7310
Total		26.8372	0.0885	2.2900e-003	29.7310

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	14.4347	0.8531	0.0000	35.7613
Unmitigated	14.4347	0.8531	0.0000	35.7613

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Junior College (2Yr)	71.11	14.4347	0.8531	0.0000	35.7613
Total		14.4347	0.8531	0.0000	35.7613

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Junior College (2Yr)	71.11	14.4347	0.8531	0.0000	35.7613
Total		14.4347	0.8531	0.0000	35.7613

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Annual

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

Advanced Technology and Applied Sciences ATAS Building

South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Junior College (2Yr)	54.70	1000sqft	1.26	54,700.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2020
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Grading -

Demolition -

Trips and VMT - Comparison to previously analyzed project.

Vehicle Trips - No new vehicular trips.

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

Table Name	Column Name	Default Value	New Value
tblTripsAndVMT	HaulingTripNumber	166.00	273.00
tblTripsAndVMT	VendorTripNumber	9.00	7.00
tblVehicleTrips	ST_TR	11.23	0.00
tblVehicleTrips	SU_TR	1.21	0.00
tblVehicleTrips	WD_TR	27.49	0.00

2.0 Emissions Summary

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	2.4757	26.7834	16.2897	0.0364	5.8890	1.3026	6.7721	2.9774	1.2173	3.7898	0.0000	3,675.644 ₉	3,675.644 ₉	0.6892	0.0000	3,692.875 ₃
2020	50.9715	15.5952	14.3049	0.0265	5.0037	0.8016	5.6887	2.5493	0.7741	3.1796	0.0000	2,455.195 ₈	2,455.195 ₈	0.4443	0.0000	2,464.978 ₁
Maximum	50.9715	26.7834	16.2897	0.0364	5.8890	1.3026	6.7721	2.9774	1.2173	3.7898	0.0000	3,675.644 ₉	3,675.644 ₉	0.6892	0.0000	3,692.875 ₃

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	2.4757	26.7834	16.2897	0.0364	5.8890	1.3026	6.7721	2.9774	1.2173	3.7898	0.0000	3,675.644 ₈	3,675.644 ₈	0.6892	0.0000	3,692.875 ₃
2020	50.9715	15.5952	14.3049	0.0265	5.0037	0.8016	5.6887	2.5493	0.7741	3.1796	0.0000	2,455.195 ₈	2,455.195 ₈	0.4443	0.0000	2,464.978 ₁
Maximum	50.9715	26.7834	16.2897	0.0364	5.8890	1.3026	6.7721	2.9774	1.2173	3.7898	0.0000	3,675.644 ₈	3,675.644 ₈	0.6892	0.0000	3,692.875 ₃

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Energy	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.2473	0.2253	0.1948	1.3500e-003	0.0000	0.0171	0.0171	0.0000	0.0171	0.0171		270.2943	270.2943	5.2100e-003	4.9600e-003	271.9013

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Energy	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.2473	0.2253	0.1948	1.3500e-003	0.0000	0.0171	0.0171	0.0000	0.0171	0.0171		270.2943	270.2943	5.2100e-003	4.9600e-003	271.9013

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	12/1/2019	12/27/2019	5	20	
2	Site Preparation	Site Preparation	12/28/2019	12/31/2019	5	2	
3	Grading	Grading	1/1/2020	1/6/2020	5	4	
4	Building Construction	Building Construction	1/7/2020	10/12/2020	5	200	
5	Paving	Paving	10/13/2020	10/26/2020	5	10	
6	Architectural Coating	Architectural Coating	10/27/2020	11/9/2020	5	10	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 1.5

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 82,050; Non-Residential Outdoor: 27,350; Striped Parking Area: 0
(Architectural Coating – sqft)

OffRoad Equipment

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	273.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	23.00	7.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.8014	0.0000	1.8014	0.2727	0.0000	0.2727			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017		2,360.7198	2,360.7198	0.6011		2,375.7475
Total	2.2950	22.6751	14.8943	0.0241	1.8014	1.2863	3.0877	0.2727	1.2017	1.4745		2,360.7198	2,360.7198	0.6011		2,375.7475

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.2 Demolition - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1175	4.0642	0.8130	0.0107	0.2384	0.0152	0.2536	0.0653	0.0145	0.0799		1,161.478 1	1,161.478 1	0.0833		1,163.560 6
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0631	0.0442	0.5823	1.5400e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		153.4470	153.4470	4.8100e-003		153.5672
Total	0.1806	4.1084	1.3953	0.0123	0.3837	0.0163	0.4001	0.1039	0.0156	0.1194		1,314.925 1	1,314.925 1	0.0881		1,317.127 9

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.8014	0.0000	1.8014	0.2727	0.0000	0.2727			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017	0.0000	2,360.719 7	2,360.719 7	0.6011		2,375.747 5
Total	2.2950	22.6751	14.8943	0.0241	1.8014	1.2863	3.0877	0.2727	1.2017	1.4745	0.0000	2,360.719 7	2,360.719 7	0.6011		2,375.747 5

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.2 Demolition - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1175	4.0642	0.8130	0.0107	0.2384	0.0152	0.2536	0.0653	0.0145	0.0799		1,161.478 1	1,161.478 1	0.0833		1,163.560 6
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0631	0.0442	0.5823	1.5400e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		153.4470	153.4470	4.8100e-003		153.5672
Total	0.1806	4.1084	1.3953	0.0123	0.3837	0.0163	0.4001	0.1039	0.0156	0.1194		1,314.925 1	1,314.925 1	0.0881		1,317.127 9

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.7996	0.0000	5.7996	2.9537	0.0000	2.9537			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118		1,704.918 9	1,704.918 9	0.5394		1,718.404 4
Total	1.7123	19.4821	7.8893	0.0172	5.7996	0.8824	6.6819	2.9537	0.8118	3.7655		1,704.918 9	1,704.918 9	0.5394		1,718.404 4

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0388	0.0272	0.3584	9.5000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		94.4289	94.4289	2.9600e-003		94.5029
Total	0.0388	0.0272	0.3584	9.5000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		94.4289	94.4289	2.9600e-003		94.5029

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.7996	0.0000	5.7996	2.9537	0.0000	2.9537			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118	0.0000	1,704.9189	1,704.9189	0.5394		1,718.4044
Total	1.7123	19.4821	7.8893	0.0172	5.7996	0.8824	6.6819	2.9537	0.8118	3.7655	0.0000	1,704.9189	1,704.9189	0.5394		1,718.4044

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0388	0.0272	0.3584	9.5000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		94.4289	94.4289	2.9600e-003		94.5029
Total	0.0388	0.0272	0.3584	9.5000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		94.4289	94.4289	2.9600e-003		94.5029

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.9143	0.0000	4.9143	2.5256	0.0000	2.5256			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296		1,365.718 3	1,365.718 3	0.4417		1,376.760 9
Total	1.3498	15.0854	6.4543	0.0141	4.9143	0.6844	5.5986	2.5256	0.6296	3.1552		1,365.718 3	1,365.718 3	0.4417		1,376.760 9

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0359	0.0243	0.3261	9.2000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		91.5069	91.5069	2.6400e-003		91.5728
Total	0.0359	0.0243	0.3261	9.2000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		91.5069	91.5069	2.6400e-003		91.5728

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.9143	0.0000	4.9143	2.5256	0.0000	2.5256			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296	0.0000	1,365.718 3	1,365.718 3	0.4417		1,376.760 9
Total	1.3498	15.0854	6.4543	0.0141	4.9143	0.6844	5.5986	2.5256	0.6296	3.1552	0.0000	1,365.718 3	1,365.718 3	0.4417		1,376.760 9

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0359	0.0243	0.3261	9.2000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		91.5069	91.5069	2.6400e-003		91.5728
Total	0.0359	0.0243	0.3261	9.2000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		91.5069	91.5069	2.6400e-003		91.5728

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467
Total	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0232	0.7373	0.1793	1.7900e-003	0.0448	3.6500e-003	0.0484	0.0129	3.4900e-003	0.0164		190.9539	190.9539	0.0122		191.2595
Worker	0.1032	0.0697	0.9374	2.6400e-003	0.2571	1.9600e-003	0.2591	0.0682	1.8100e-003	0.0700		263.0824	263.0824	7.5800e-003		263.2719
Total	0.1264	0.8070	1.1168	4.4300e-003	0.3019	5.6100e-003	0.3075	0.0811	5.3000e-003	0.0864		454.0363	454.0363	0.0198		454.5314

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467
Total	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0232	0.7373	0.1793	1.7900e-003	0.0448	3.6500e-003	0.0484	0.0129	3.4900e-003	0.0164		190.9539	190.9539	0.0122		191.2595
Worker	0.1032	0.0697	0.9374	2.6400e-003	0.2571	1.9600e-003	0.2591	0.0682	1.8100e-003	0.0700		263.0824	263.0824	7.5800e-003		263.2719
Total	0.1264	0.8070	1.1168	4.4300e-003	0.3019	5.6100e-003	0.3075	0.0811	5.3000e-003	0.0864		454.0363	454.0363	0.0198		454.5314

3.6 Paving - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328		1,296.946 1	1,296.946 1	0.4111		1,307.224 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328		1,296.946 1	1,296.946 1	0.4111		1,307.224 6

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.6 Paving - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0394	0.5299	1.4900e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		148.6987	148.6987	4.2900e-003		148.8059
Total	0.0583	0.0394	0.5299	1.4900e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		148.6987	148.6987	4.2900e-003		148.8059

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328	0.0000	1,296.946 1	1,296.946 1	0.4111		1,307.224 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328	0.0000	1,296.946 1	1,296.946 1	0.4111		1,307.224 6

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.6 Paving - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0583	0.0394	0.5299	1.4900e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		148.6987	148.6987	4.2900e-003		148.8059
Total	0.0583	0.0394	0.5299	1.4900e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		148.6987	148.6987	4.2900e-003		148.8059

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	50.7069					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218		281.9928
Total	50.9491	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218		281.9928

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0224	0.0152	0.2038	5.7000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		57.1918	57.1918	1.6500e-003		57.2330
Total	0.0224	0.0152	0.2038	5.7000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		57.1918	57.1918	1.6500e-003		57.2330

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	50.7069					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109	0.0000	281.4481	281.4481	0.0218		281.9928
Total	50.9491	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109	0.0000	281.4481	281.4481	0.0218		281.9928

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0224	0.0152	0.2038	5.7000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		57.1918	57.1918	1.6500e-003		57.2330
Total	0.0224	0.0152	0.2038	5.7000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		57.1918	57.1918	1.6500e-003		57.2330

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Junior College (2Yr)	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Junior College (2Yr)	16.60	8.40	6.90	6.40	88.60	5.00	92	7	1

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Junior College (2Yr)	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: N

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
NaturalGas Unmitigated	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Junior College (2Yr)	2297.4	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Total		0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Junior College (2Yr)	2.2974	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Total		0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Unmitigated	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1389					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0831					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.3000e-004	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Total	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1389					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0831					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.3000e-004	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Total	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

7.0 Water Detail

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Summer

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

Advanced Technology and Applied Sciences ATAS Building

South Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Junior College (2Yr)	54.70	1000sqft	1.26	54,700.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2020
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Grading -

Demolition -

Trips and VMT - Comparison to previously analyzed project.

Vehicle Trips - No new vehicular trips.

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

Table Name	Column Name	Default Value	New Value
tblTripsAndVMT	HaulingTripNumber	166.00	273.00
tblTripsAndVMT	VendorTripNumber	9.00	7.00
tblVehicleTrips	ST_TR	11.23	0.00
tblVehicleTrips	SU_TR	1.21	0.00
tblVehicleTrips	WD_TR	27.49	0.00

2.0 Emissions Summary

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	2.4850	26.8431	16.2960	0.0361	5.8890	1.3029	6.7721	2.9774	1.2176	3.7898	0.0000	3,646.601 3	3,646.601 3	0.6923	0.0000	3,663.908 3
2020	50.9738	15.6018	14.2368	0.0263	5.0037	0.8016	5.6887	2.5493	0.7742	3.1796	0.0000	2,433.679 5	2,433.679 5	0.4442	0.0000	2,443.470 8
Maximum	50.9738	26.8431	16.2960	0.0361	5.8890	1.3029	6.7721	2.9774	1.2176	3.7898	0.0000	3,646.601 3	3,646.601 3	0.6923	0.0000	3,663.908 3

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2019	2.4850	26.8431	16.2960	0.0361	5.8890	1.3029	6.7721	2.9774	1.2176	3.7898	0.0000	3,646.601 3	3,646.601 3	0.6923	0.0000	3,663.908 3
2020	50.9738	15.6018	14.2368	0.0263	5.0037	0.8016	5.6887	2.5493	0.7742	3.1796	0.0000	2,433.679 5	2,433.679 5	0.4442	0.0000	2,443.470 8
Maximum	50.9738	26.8431	16.2960	0.0361	5.8890	1.3029	6.7721	2.9774	1.2176	3.7898	0.0000	3,646.601 3	3,646.601 3	0.6923	0.0000	3,663.908 3

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Energy	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.2473	0.2253	0.1948	1.3500e-003	0.0000	0.0171	0.0171	0.0000	0.0171	0.0171		270.2943	270.2943	5.2100e-003	4.9600e-003	271.9013

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Energy	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	1.2473	0.2253	0.1948	1.3500e-003	0.0000	0.0171	0.0171	0.0000	0.0171	0.0171		270.2943	270.2943	5.2100e-003	4.9600e-003	271.9013

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	12/1/2019	12/27/2019	5	20	
2	Site Preparation	Site Preparation	12/28/2019	12/31/2019	5	2	
3	Grading	Grading	1/1/2020	1/6/2020	5	4	
4	Building Construction	Building Construction	1/7/2020	10/12/2020	5	200	
5	Paving	Paving	10/13/2020	10/26/2020	5	10	
6	Architectural Coating	Architectural Coating	10/27/2020	11/9/2020	5	10	

Acres of Grading (Site Preparation Phase): 1

Acres of Grading (Grading Phase): 1.5

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 82,050; Non-Residential Outdoor: 27,350; Striped Parking Area: 0
(Architectural Coating – sqft)

OffRoad Equipment

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	273.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	23.00	7.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.8014	0.0000	1.8014	0.2727	0.0000	0.2727			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017		2,360.7198	2,360.7198	0.6011		2,375.7475
Total	2.2950	22.6751	14.8943	0.0241	1.8014	1.2863	3.0877	0.2727	1.2017	1.4745		2,360.7198	2,360.7198	0.6011		2,375.7475

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.2 Demolition - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1207	4.1195	0.8726	0.0105	0.2384	0.0155	0.2539	0.0653	0.0148	0.0801		1,141.9498	1,141.9498	0.0867		1,144.1163
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0693	0.0485	0.5291	1.4500e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		143.9318	143.9318	4.5100e-003		144.0446
Total	0.1900	4.1680	1.4017	0.0120	0.3837	0.0166	0.4003	0.1039	0.0159	0.1197		1,285.8816	1,285.8816	0.0912		1,288.1608

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.8014	0.0000	1.8014	0.2727	0.0000	0.2727			0.0000			0.0000
Off-Road	2.2950	22.6751	14.8943	0.0241		1.2863	1.2863		1.2017	1.2017	0.0000	2,360.7197	2,360.7197	0.6011		2,375.7475
Total	2.2950	22.6751	14.8943	0.0241	1.8014	1.2863	3.0877	0.2727	1.2017	1.4745	0.0000	2,360.7197	2,360.7197	0.6011		2,375.7475

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.2 Demolition - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1207	4.1195	0.8726	0.0105	0.2384	0.0155	0.2539	0.0653	0.0148	0.0801		1,141.9498	1,141.9498	0.0867		1,144.1163
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0693	0.0485	0.5291	1.4500e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		143.9318	143.9318	4.5100e-003		144.0446
Total	0.1900	4.1680	1.4017	0.0120	0.3837	0.0166	0.4003	0.1039	0.0159	0.1197		1,285.8816	1,285.8816	0.0912		1,288.1608

3.3 Site Preparation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.7996	0.0000	5.7996	2.9537	0.0000	2.9537			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118		1,704.9189	1,704.9189	0.5394		1,718.4044
Total	1.7123	19.4821	7.8893	0.0172	5.7996	0.8824	6.6819	2.9537	0.8118	3.7655		1,704.9189	1,704.9189	0.5394		1,718.4044

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.3 Site Preparation - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0299	0.3256	8.9000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		88.5734	88.5734	2.7800e-003		88.6428
Total	0.0427	0.0299	0.3256	8.9000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		88.5734	88.5734	2.7800e-003		88.6428

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.7996	0.0000	5.7996	2.9537	0.0000	2.9537			0.0000			0.0000
Off-Road	1.7123	19.4821	7.8893	0.0172		0.8824	0.8824		0.8118	0.8118	0.0000	1,704.9189	1,704.9189	0.5394		1,718.4044
Total	1.7123	19.4821	7.8893	0.0172	5.7996	0.8824	6.6819	2.9537	0.8118	3.7655	0.0000	1,704.9189	1,704.9189	0.5394		1,718.4044

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.3 Site Preparation - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0299	0.3256	8.9000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		88.5734	88.5734	2.7800e-003		88.6428
Total	0.0427	0.0299	0.3256	8.9000e-004	0.0894	7.0000e-004	0.0901	0.0237	6.4000e-004	0.0244		88.5734	88.5734	2.7800e-003		88.6428

3.4 Grading - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.9143	0.0000	4.9143	2.5256	0.0000	2.5256			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296		1,365.718 3	1,365.718 3	0.4417		1,376.760 9
Total	1.3498	15.0854	6.4543	0.0141	4.9143	0.6844	5.5986	2.5256	0.6296	3.1552		1,365.718 3	1,365.718 3	0.4417		1,376.760 9

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.4 Grading - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0395	0.0267	0.2957	8.6000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		85.8281	85.8281	2.4700e-003		85.8899
Total	0.0395	0.0267	0.2957	8.6000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		85.8281	85.8281	2.4700e-003		85.8899

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.9143	0.0000	4.9143	2.5256	0.0000	2.5256			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296	0.0000	1,365.718 3	1,365.718 3	0.4417		1,376.760 9
Total	1.3498	15.0854	6.4543	0.0141	4.9143	0.6844	5.5986	2.5256	0.6296	3.1552	0.0000	1,365.718 3	1,365.718 3	0.4417		1,376.760 9

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.4 Grading - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0395	0.0267	0.2957	8.6000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		85.8281	85.8281	2.4700e-003		85.8899
Total	0.0395	0.0267	0.2957	8.6000e-004	0.0894	6.8000e-004	0.0901	0.0237	6.3000e-004	0.0243		85.8281	85.8281	2.4700e-003		85.8899

3.5 Building Construction - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467
Total	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.5 Building Construction - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0243	0.7370	0.1987	1.7400e-003	0.0448	3.7000e-003	0.0485	0.0129	3.5400e-003	0.0164		185.7642	185.7642	0.0131		186.0907
Worker	0.1135	0.0766	0.8500	2.4800e-003	0.2571	1.9600e-003	0.2591	0.0682	1.8100e-003	0.0700		246.7558	246.7558	7.1000e-003		246.9334
Total	0.1378	0.8136	1.0488	4.2200e-003	0.3019	5.6600e-003	0.3076	0.0811	5.3500e-003	0.0864		432.5200	432.5200	0.0202		433.0241

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467
Total	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.5 Building Construction - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0243	0.7370	0.1987	1.7400e-003	0.0448	3.7000e-003	0.0485	0.0129	3.5400e-003	0.0164		185.7642	185.7642	0.0131		186.0907
Worker	0.1135	0.0766	0.8500	2.4800e-003	0.2571	1.9600e-003	0.2591	0.0682	1.8100e-003	0.0700		246.7558	246.7558	7.1000e-003		246.9334
Total	0.1378	0.8136	1.0488	4.2200e-003	0.3019	5.6600e-003	0.3076	0.0811	5.3500e-003	0.0864		432.5200	432.5200	0.0202		433.0241

3.6 Paving - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328		1,296.946 1	1,296.946 1	0.4111		1,307.224 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328		1,296.946 1	1,296.946 1	0.4111		1,307.224 6

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.6 Paving - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0642	0.0433	0.4805	1.4000e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		139.4707	139.4707	4.0100e-003		139.5710
Total	0.0642	0.0433	0.4805	1.4000e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		139.4707	139.4707	4.0100e-003		139.5710

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328	0.0000	1,296.946 1	1,296.946 1	0.4111		1,307.224 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8402	8.4514	8.8758	0.0135		0.4695	0.4695		0.4328	0.4328	0.0000	1,296.946 1	1,296.946 1	0.4111		1,307.224 6

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.6 Paving - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0642	0.0433	0.4805	1.4000e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		139.4707	139.4707	4.0100e-003		139.5710
Total	0.0642	0.0433	0.4805	1.4000e-003	0.1453	1.1100e-003	0.1464	0.0385	1.0200e-003	0.0396		139.4707	139.4707	4.0100e-003		139.5710

3.7 Architectural Coating - 2020**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	50.7069					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218		281.9928
Total	50.9491	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218		281.9928

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.7 Architectural Coating - 2020**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0247	0.0167	0.1848	5.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		53.6426	53.6426	1.5400e-003		53.6812
Total	0.0247	0.0167	0.1848	5.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		53.6426	53.6426	1.5400e-003		53.6812

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	50.7069					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109	0.0000	281.4481	281.4481	0.0218		281.9928
Total	50.9491	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109	0.0000	281.4481	281.4481	0.0218		281.9928

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

3.7 Architectural Coating - 2020**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0247	0.0167	0.1848	5.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		53.6426	53.6426	1.5400e-003		53.6812
Total	0.0247	0.0167	0.1848	5.4000e-004	0.0559	4.3000e-004	0.0563	0.0148	3.9000e-004	0.0152		53.6426	53.6426	1.5400e-003		53.6812

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Junior College (2Yr)	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Junior College (2Yr)	16.60	8.40	6.90	6.40	88.60	5.00	92	7	1

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Junior College (2Yr)	0.550339	0.043800	0.200255	0.122233	0.016799	0.005871	0.020633	0.029727	0.002027	0.001932	0.004726	0.000704	0.000955

5.0 Energy Detail

Historical Energy Use: N

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
NaturalGas Unmitigated	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Junior College (2Yr)	2297.4	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Total		0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Junior College (2Yr)	2.2974	0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885
Total		0.0248	0.2252	0.1892	1.3500e-003		0.0171	0.0171		0.0171	0.0171		270.2824	270.2824	5.1800e-003	4.9600e-003	271.8885

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Unmitigated	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

Advanced Technology and Applied Sciences ATAS Building - South Coast Air Basin, Winter

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1389					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0831					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.3000e-004	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Total	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1389					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0831					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.3000e-004	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128
Total	1.2225	5.0000e-005	5.6200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0120	0.0120	3.0000e-005		0.0128

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Appendix B. Jurisdictional Waters Assessment Report



1720 Midvale Drive
San Diego, CA, 92105
Phone: 619.972.7932
Phone: 619.972.8714
www.blackhawkenv.com

July 22, 2019

EPD Solutions
Attn: Jeremy Krout
2 Park Plaza, Suite 1120
Irvine, CA 92614

Jurisdictional Waters Assessment Report
Saddleback College Connector Road
Project Mission Viejo, Orange County, CA

1.0 INTRODUCTION

Blackhawk Environmental, Inc. (Blackhawk) was contracted by EPD Solutions to conduct a jurisdictional waters assessment in support of the proposed Saddleback College Connector Road Project (Project), located in the city of Mission Viejo, Orange County, California. The assessment was conducted to gauge the presence/absence of drainage features and/or water bodies within the Project site that may be under the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and/or the California Department of Fish & Wildlife (CDFW) via state and/or federal Clean Water Acts. Saddleback College is located at 28000 Marguerite Parkway, Mission Viejo, California 92692; the proposed Project site is located toward the eastern side of the campus, east of the tennis courts, between an existing parking lot and a football field. This report includes the results of the jurisdictional waters assessment field survey conducted by Blackhawk principal biologist Kris Alberts on July 5, 2019 within and adjacent to the footprint of the Project.



2.0 REGULATORY SETTING

USACE WATERS OF THE UNITED STATES

According to the USACE Wetland Delineation Manual, wetlands are defined as “those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions.”

Regulatory Definition

In accordance with Section 404 of the Clean Water Act (CWA), USACE regulates the discharge of dredged or fill material into Waters of the United States. The term “Waters of the United States” is defined as:

- All traditional navigable waters (TNW) currently used, or used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters subject to the ebb and flow of the tide;
- All interstate waters including interstate wetlands;
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds; the use, degradation, or destruction of which could affect foreign commerce including any such waters, (1) which could be used by interstate or foreign travelers for recreational or other purposes; or (2) from which fish or shellfish are, or could be, taken and sold in interstate or foreign commerce; or (3) which are used or could be used for industries in interstate commerce;
- All other impoundments of waters otherwise defined as waters of the United States under the definition;
- Tributaries of waters identified above;
- The territorial seas; and
- Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in the paragraphs above (33 Code of Federal Regulations [CFR] Part 328.3[a]).

Non-navigable tributaries that do not constitute relatively permanent waters (RPW; exhibit at least seasonal flow, typically three months) may be considered Waters of the U.S. based on significant nexus standards, which may include assessment of downstream hydrologic and ecological functions of the tributary, as well as connectivity to receiving waters (RPWs and/or TNWs).

Wetland Parameters

Wetlands are delineated using three parameters: hydrophytic vegetation, wetland hydrology and hydric soils. According to USACE, indicators for all three parameters must normally be present to qualify as a wetland.



Hydrophytic Vegetation

Hydrophytic vegetation is defined as “the sum total of macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content” (USACE 1987). Potential wetland areas were surveyed by walking through the Survey Area and making observations of those areas exhibiting characteristics of jurisdictional waters or wetlands. Vegetation units with potential wetland areas were examined, and data for each vegetation stratum (i.e., tree, shrub, herb and vine) were recorded on the datasheet provided in the Arid West Supplement (USACE 2008). The percent absolute cover of each species present was visually estimated and recorded.

The wetland indicator status of each species recorded was determined by using the National Wetland Plant List (Lichvar, et. al. 2016). An obligate (OBL) indicator status refers to plants that are almost always hydrophytic and rarely in uplands. A facultative wet (FACW) indicator status refers to plants that usually are hydrophytic but are occasionally found in non-wetlands. A facultative (FAC) indicator status refers to plants that commonly occur as either a hydrophyte or non-hydrophyte. Facultative upland (FACU) species occasionally are hydrophytic but usually occur in uplands. Upland (UPL) species almost always occur in uplands and are rarely hydrophytic. A not indicated (NI) status refers to species that have insufficient data available to determine an indicator status at this time for the local region.

Plant species nomenclature follows that contained in *the Jepson Online Interchange* (Jepson Flora Project 2018). Dominant species with an indicator status of NI or not listed in the 2016 National Wetland Plant List were evaluated as either wetland or upland indicator species based on local professional knowledge of where the species are most often observed in habitats characteristic of southern California.

Hydric Soils

A hydric soil is a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation (USACE 1987). Hydric soil indicators are formed predominantly by the accumulation or loss of iron, manganese, sulfur or carbon compounds (USACE 2008). The hydric soil criterion is considered fulfilled at a location if soils in the area can be inferred to have a high groundwater table, evidence of prolonged soil saturation exists, or any indicators suggesting a long-term reducing environment in the upper 18 inches of the soil profile are present. Additionally, soils mapped by the United States Department of Agriculture’s (USDA) Natural Resources Conservation Service (NRCS) as hydric were referenced prior to field verification.

A sampling point was selected within a potential wetland area where the apparent boundary between wetland and upland was inferred based on changes in the composition of the vegetation and topography. The soil pit was dug to a depth of at least 10 inches or to a depth necessary to determine soil color, evidence of soil saturation, depth to groundwater, and indicators of a reducing soil environment (e.g., mottling, oxidation, gleying, sulfidic odor).



Wetland Hydrology

The presence of wetland hydrology indicators confirm that inundation or saturation has occurred on a site, but may not provide information about the timing, duration, or frequency of the event. Hydrology features are generally the most ephemeral of the three wetland parameters (USACE 2008).

Hydrologic information for the site was obtained by reviewing USGS topographic maps, historic and current aerial photographs, and by directly observing hydrology indicators in the field. The wetland hydrology criterion is considered fulfilled at a location if, based upon the conclusions inferred from the field observations, an area has a high probability of being periodically inundated or has soils saturated to the surface at some time during the growing season to develop anaerobic conditions in the surface soil environment, especially the root zone (USACE 1987). If at least one primary indicator or at least two secondary indicators are found at a sample point, the wetland hydrology criterion is considered fulfilled.

Atypical Situations

Because there are situations in which one or more of the wetland parameters has been removed or altered as a result of recent natural events or human activities, the definition of a wetland includes the phrase “under normal circumstances” (USACE 1987). To describe these conditions, USACE uses definitions for atypical situations and problem areas. They are as follows:

Atypical situation: . . . refers to areas in which one or more parameters (vegetation, soil, and/or hydrology) have been sufficiently altered by recent human activities or natural events to preclude the presence of wetland indicators of the parameter (USACE 1987).

Problem areas: . . . wetland types in which wetland indicators of one or more parameters may be periodically lacking due to normal seasonal or annual variations in environmental conditions that result from causes other than human activities or catastrophic natural events. Representative examples of problem areas include seasonal wetlands, wetlands on drumlins, prairie potholes, and vegetated flats (USACE 1987).

Atypical situations and problem areas may lack one or more of the three criteria, yet still may be considered wetlands. Background information on the previous condition of the area, field observations and/or the identification of undisturbed reference sites adjacent to atypical sites may indicate that the site met the wetland criteria prior to disturbance. Additional delineation procedures would be employed if normal circumstances did not occur on a site.

Vernal Pools

Vernal pools are considered “problem areas” because vegetation or hydric soils may be lacking due to seasonal filling by rainfall and eventual drying. As described in the Arid Supplement, “the species composition of some wetland plant communities in the Arid West can change in response to seasonal weather patterns and long-term climatic fluctuations. Wetland types that are influenced by these shifts include vernal pools, playa edges, seeps and springs. Lack of hydrophytic vegetation



during dry periods should not immediately eliminate a site from further consideration as a wetland." In addition, since they support seasonally ponded soils, when soil investigations are performed within vernal pools, they may lack hydric soil indicators. The USACE includes problem soils as "seasonally ponded, depressional wetlands (that) occur in basins and valleys throughout the Arid West. Most are perched systems, with water ponding above a restrictive soil layer, such as a hardpan or clay layer, that is at or near the surface (e.g., in Vertisols). Some of these wetlands lack hydric soil indicators due to limited saturation depth, saline conditions or other factors."

USACE NON-WETLAND WATERS OF THE UNITED STATES

The USACE also requires the delineation of non-wetland jurisdictional Waters of the U.S. These waters must have strong hydrology indicators, such as the presence of seasonal flows and an ordinary high watermark (OHWM). An ordinary high watermark is defined as:

... that line on the shore established by the fluctuations of water and indicated by physical characteristics such as [a] clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas (33 CFR Part 328.3).

Areas delineated as non-wetland jurisdictional waters may lack wetland vegetation or hydric soil characteristics. Hydric soil indicators may be missing because topographic position precludes ponding and subsequent development of hydric soils. Absence of wetland vegetation can result from frequent scouring due to rapid water flow. These types of jurisdictional waters are delineated by the lateral and upstream/downstream extent of the OHWM of the particular drainage or depression.

CDFW JURISDICTIONAL WATERS

Under Sections 1600–1607 of the Fish and Game Code, CDFW regulates activities that would divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake that supports fish or wildlife. CDFW has jurisdiction over riparian habitats (e.g., riparian woodland) associated with watercourses. CDFW jurisdictional waters are delineated by the distances between the outer edges of riparian vegetation or at the tops of the banks of streams or lakes, whichever is wider. Although CDFW does not regulate vernal pools under Section 1602 of the Fish and Game Code, CDFW will assert jurisdiction over isolated riparian features (including vernal pools) if California state threatened and/or endangered species are present via the California Endangered Species Act, or which provide resources directly or indirectly to fish and wildlife of the region. CDFW may also assert jurisdiction over modified or man-made waterways; such jurisdiction is generally based on the value of such features to support riparian or aquatic plant or animal species. For clarification, of features that may be subject to CDFW jurisdiction, the CDFW Legal Advisor has prepared the following opinion (CDFG ESD 1994):

- Natural waterways that have been subsequently modified and which have the potential to contain fish, aquatic insects, and riparian vegetation will be treated like natural waterways.



- Artificial waterways that have acquired the physical attributes of natural stream courses and which have been viewed by the community as natural stream courses should be treated by [CDFW] as natural waterways.
- Artificial waterways without the attributes of natural waterways should generally not be subject to Fish and Game Code provisions.

CDFW jurisdictional limits may also include artificial stock ponds and irrigation ditches constructed within uplands, and outer drip line limits of adjacent riparian habitat supported by a river, stream, or lake regardless of the riparian area's federal wetland status or its location beyond the defined bed, bank or channel.

RWQCB JURISDICTIONAL WATERS

RWQCB is the regional agency responsible for protecting water quality in California. The jurisdiction of this agency includes Waters of the State as mandated by the federal CWA Section 401. When CWA Section 404 jurisdiction is not present for isolated water, the RWQCB may assert jurisdiction via the California Porter-Cologne Water Quality Control Act. Waters of the State are defined as "any surface water or groundwater, including saline waters, within the boundaries of the state". The Porter-Cologne Water Quality Control Act provides a regulatory framework to provide comprehensive protections for surface and groundwater within the State of California. Waters subject to jurisdiction under the Porter-Cologne Water Quality Control Act require that any discharge that may negatively impact or otherwise affect a Water of the State must coordinate with RWQCB. During coordination, RWQCB may require implementation of mitigation measures or other requirements to protect overall water quality.



3.0 METHODS

A jurisdictional waters assessment field survey of the Project site was conducted on July 5, 2019 by Blackhawk principal biologist Kris Alberts. Generally speaking, all drainage features on and adjacent to the Project site were assessed for the parameters of USACE, RWQCB and CDFW jurisdictional criteria. The survey was conducted by the biologist walking the upstream and downstream extents of all natural and/or manmade drainage features and/or water bodies that occur on and adjacent to the Project site, while collecting representative photographs and assessing the existing conditions, uses and histories of the features. The presence/absence of aquatically adapted vegetation, wetlands and/or naturalized conditions were noted for their general locations in or near the Project site. Connectivity to Relatively Permanent Waters (RPWs) and/or Traditionally Navigable Waters (TNWs) was assessed via a synthesis of the field survey results and a desktop analysis of Google earth imagery and National Wetland Inventory data.



4.0 RESULTS

One unvegetated concrete brow ditch (approximately 24 inches wide) was documented through a portion of the Project site that connects to one manmade earthen/asphalt swale/ditch (approximately 2-8 feet wide) along the east side of the football field and facility buildings between the developed campus area and historic fill soil uplands on the flattened hilltop east of the drainage feature. The upland fill soils appear to have been a by-product from the construction of the college and currently serve to provide an unimproved access route for an electrical distribution line. No other water bodies and/or drainage features were observed in or near the Project site. No naturally occurring drainage features and/or water bodies were observed on the Project site. All observed drainage features were originally excavated from uplands where no natural drainage features previously were known to occur, for the sole purpose of directing any ephemeral flows due to rainfall and/or manmade release events away from the parking lots and sport facilities into the manmade drainage features. Some wetland/riparian vegetation (i.e., umbrella sedge, cattails) was noted in small areas of the manmade earthen/asphalt ditch, where excess irrigation has made those areas amenable to the growth of such plant species. However, no vegetation of any kind was found within the concrete brow ditch that bisects the proposed Project site. The Project proposes to maintain the water flows provided by the existing brow ditch via a new pipe and culvert system below the proposed parking lot area.

The concrete brow ditch through the Project site has its origins to the west of the Project site, where the brow ditch bifurcates to form two brow ditches extending upgrade, both of which begin at the edges of the parking lots at the higher elevations above them. The ditch does not meet the jurisdictional criteria of USACE, RWQCB or CDFW; as such, there is no USACE, RWQCB or CDFW jurisdiction on the brow ditch within the Project site. Therefore, there are no jurisdictional impacts related to the brow ditch during and/or after construction.

The eastern manmade earthen/asphalt swale/ditch continues from the eastern terminus of the concrete brow ditch toward the south, away from the Project site, along an unnaturally straight alignment, before ending at a culvert at the southeastern corner of the college campus. The culvert piping then continues underground before it daylights several hundred feet below the college campus toward Arroyo Trabuco, east of and downgrade of Saddleback College. Arroyo Trabuco contains a large riparian forest and an intermittent creek that continues in a general southwesterly direction to San Juan Creek and finally, the Pacific Ocean. The eastern manmade earthen/asphalt swale/ditch will have an approximately 25- to 30-foot setback during and after construction, avoiding any Project -related impacts.



5.0 DISCUSSION

Since the observed concrete brow ditch drainage feature that bisects the Project site was excavated from uplands where no previously occurring natural drainage features were known, and has no aquatic vegetation associated with it, no USACE, RWQCB and/or CDFW jurisdiction over waterways is present on the Project site. With the implementation of a standard Storm Water Pollution Prevention Program (SWPPP) to address the implementation, placement and maintenance of Best Management Practices (BMPs; i.e., gravel bags, silt fences, straw wattles, etc.) during the Project, no additional avoidance, minimization or mitigation measures are proposed for the drainage features within and adjacent to the Project site.

If you have any questions regarding this report, please feel free to call me at 619-972-8714 or e-mail me at kris@blackhawkenv.com and I will be happy to address any concerns to assist you.

Sincerely,

Kris Alberts
Principal Biologist / Vice President



ATTACHMENTS

A: Figures

B: Photo Pages

ATTACHMENT A

Figures



Science Building

Library Rd

**NEW ATAS
BLDG.**

EXISTING LOT 5B

**BOLLARDS
CLOSING
COLLEGE DRIVE
TO THROUGH
TRAFFIC AT
ATAS BLDG.**

NEW BALL NETTING

**30' SET-
BACK**

NEW ROUNDABOUT

240 +/- PARKING SPACES

**PROPERTY
BOUNDARY**

**PROJECT
BOUNDARY**

110 +/- PARKING SPACES

110 +/- PARKING SPACES

**NEW CONNECTOR
ROAD**

BLDG. W

NEW TENNIS CENTER

Lower Campus Rd

E College Rd

ATTACHMENT B^A

Photo Pages





Photograph 1: Origin of the northern brow ditch at the parking lot edge.



Photograph 2: Origin of the southern brow ditch at the parking lot edge.



Photograph 3: Confluence of the northern and southern brow ditches toward the west side of the Project site.



Photograph 4: View of the northern and southern brow ditch confluence looking east across the Project site.



Photograph 5: Brow ditch across the northern portion of the Project site.



Photograph 6: Eastern portion of the brow ditch at the northeastern portion of the Project site.



Photograph 7: Convergence point of the brow ditch to the manmade earthen/asphalt swale/ditch. This point is about 25-30 feet from the proposed Project. A flattened landform of vegetated fill soils is visible east of the ditch.



Photograph 8: Aquatically-adapted sedges in a swale segment of the manmade earthen/asphalt swale/ditch just east of the Project site.



Photograph 9: Ruderal vegetation in the manmade earthen/asphalt swale/ditch just east of the Project site.



Photograph 10: Aquatically-adapted cattails in the manmade earthen/asphalt swale/ditch just east of the Project site.~

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Advanced Technology and Applied Sciences (ATAS) Building Design-Build Project, Change Order No. 01, McCarthy Building Companies, Inc.

ACTION: Approval

BACKGROUND

On August 27, 2018, the Board of Trustees approved a \$48,887,045 Maximum Allowable Price design-build agreement with McCarthy Building Companies, Inc. for the Saddleback College Advanced Technology and Applied Sciences (ATAS) Building project.

During design, Saddleback College decided to delete the Technology and Applied Sciences (TAS) building demolition from this project's scope of work and subsequently deleted the new 140-space parking lot planned at the TAS building site. This project also closes a section of College Drive East, between the new ATAS building and the Sciences building, re-routing vehicles to ensure pedestrian safety. Shifting this vehicle connection to the outside perimeter of campus will maintain a continuous perimeter loop around the campus and provide a safer vehicular traffic flow. The new design maximizes the amount of allowable parking to 477 that will provide much needed parking for the college.

STATUS

The required modifications contained in Change Order No. 1 are described in EXHIBIT A. Approval of Change Order No. 01 will result in an increase of \$4,126,442, for a revised contract total of \$53,013,487.

Funds are available in the Saddleback College ATAS Building project budget of \$64,100,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order No. 01 for the Saddleback College Advanced Technology and Applied Sciences Building project, and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc., resulting in an increase of \$4,126,442, for a revised contract total of \$53,013,487.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College Advanced Technology and Applied Sciences (ATAS) Building Design-Build Project
Change Order No. 01

August 26, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 1 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
358D	Design-Build Contractor	McCarthy Building Companies, Inc		\$48,887,045	\$0.00	\$4,126,442	\$53,013,487	0
		20401 SW Birch St Newport Beach, CA 92660	TOTAL	48,887,045		\$4,126,442	\$53,013,487	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	7/30/2019	Replace Project Task #03 (Demolition of existing TAS building and construction of new parking lot) with Design & Construction services of new Project Task #05 (New Connector Road and Surface Parking Lot 5-B).	College	reviewed	\$4,126,442	0
		TOTAL THIS CHANGE ORDER REQUEST			\$4,126,442	0

TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Irvine Valley College Fine Arts Building Project, Architectural Services, DLR Group, Inc.**ACTION:** Approval

BACKGROUND

On June 17, 2013, June 23, 2014, August 22, 2016, June 26, 2017 and April 22, 2019, the Board of Trustees approved basic aid funds totaling \$22,560,000 for the Irvine Valley College Fine Arts Building project. The State approved this project in the 2019-2020 State Budget. The total project cost is \$45,022,000 with \$22,462,000 funded by the State and the remaining amount funded by the District. Although the entire project has been approved by the State, only \$1,624,000 in matching funds will be released for preliminary plans and working drawings in 2019-2020. The construction and equipment funds will follow in subsequent budget years.

There is a need to obtain architectural services for this project.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On June 5, 2019, SOCCCD issued an RFP to the Architectural Services Pool for design services for the Irvine Valley College Fine Arts Building project.

On July 10, 2019, eight (8) proposals were received (EXHIBIT A).

District and college Facilities staff and Fine Arts faculty and staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and assurance that fees are fair and reasonable. After the initial evaluation, four (4) firms were invited for interviews and oral presentations on July 24, 2019. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to DLR Group, Inc. for the Irvine Valley College Fine Arts Building project, in the amount of \$2,750,000.

Basic aid funds of \$22,560,000 and State matching funds of \$22,462,000 are available in the approved project budget.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Architectural Services agreement with DLR Group, Inc. for the Irvine Valley College Fine Arts Building project, in the amount of \$2,750,000.



**Request for Proposals for Architectural Services
Irvine Valley College Fine Arts Building Project**

Submittals

South Orange County Community College District

August 26, 2019

COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	INTERVIEW EVALUATION SCORE	TOTAL PROPOSED FEE
DLR Group, Inc.*	Los Angeles, CA	188	90	\$2,750,000**
LPA	Irvine, CA	194	88	\$2,621,040
tBP/Architecture, Inc.	Newport Beach, CA	193	73	\$2,363,500
Perkins-Eastman Dougherty	Costa Mesa, CA	172	N/A	\$2,592,500
HPI Architecture	Newport Beach, CA	172	N/A	\$3,012,196
John Sergio Fisher & Associates, Inc.	Los Angeles, CA	171	N/A	\$2,825,000
IBI Group	Irvine, CA	168	N/A	\$2,559,100
SVA Architects, Inc.	Santa Ana, CA	167	N/A	\$2,302,168

* Firm recommended for award of contract.

**Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.



**Request for Proposals for Architectural Services
Irvine Valley College Fine Arts Building Project**

- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team's architectural knowledge, experience and expertise in relation to the Irvine Valley College Fine Arts Building Project.
- Provided evidence of working with the Division of the State Architect.
- Demonstrated best fit in understanding the project's needs and user group's expectations.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT FINE ARTS BUILDING DLR Group, Inc.

This AGREEMENT is made and entered into this 27th day of August in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and DLR Group, Inc., 700 South Flower Street, 22nd Floor, Los Angeles, CA 90017, hereinafter referred to as "ARCHITECT";

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture; and

WHEREAS, DISTRICT desires to obtain architectural services for Irvine Valley College Fine Arts Building more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care and Professional Conduct.** The ARCHITECT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The ARCHITECT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the ARCHITECT or any sub-consultant the ARCHITECT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the ARCHITECT to provide Services in addition to, or different from, the Services described. The ARCHITECT shall advise the DISTRICT in writing of any Services that, in the ARCHITECT's opinion, lie outside of the technical and professional expertise of the ARCHITECT. The Work 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.

ARCHITECT or ARCHITECT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner

acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one project executive, one project manager, one project architect one programmer and one project designer. The ARCHITECT shall designate Leigh Anne Jones, as Project Executive, and a management team of Shoji Takeshima as Project Manager and Makoto Shoji as Project Architect, Dennis Bree as Project Designer and Dan Clevenger as Fine Arts Programming and Planner. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** 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 ARCHITECT 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. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of ARCHITECT to Other PROJECT Participants.** ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) 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. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **PROJECT Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'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 ARCHITECT.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, plumbing, interior designer, CASp, acoustician and cost estimator services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

- 2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The ARCHITECT 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 ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:
- a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations
 - d. Historical significance report
 - e. Soils Investigation/Geotechnical Hazard Report
 - f. Topographical survey
- 2.6. **Design Phase.**
- a. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
 - b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist

- shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- 2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.13. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT'S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
 - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.

- c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
 - g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 - 1. give written approval of an increase of such fixed limit;
 - 2. authorize rebidding of the PROJECT within a reasonable time;
 - 3. if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
 - 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.14. **BIM.** The ARCHITECT and their consultant shall employ Building Information Modeling (BIM) using revit or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. Clash detection will be employed as one form of consultant coordination. The ARCHITECT will be responsible to manage the BIM model documents from the PROJECT start to finish.
- a. The ARCHITECT shall establish protocols for:
 - 1. Model origin, grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
 - b. The ARCHITECT shall:
 - 1. Facilitate collection of sub-consultants model information
 - 2. Maintain record copies of all model files
 - 3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files

4. Perform and report on clash detection as deliverable to each phase
 5. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.
 - d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
 3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
 - e. The ARCHITECT shall allow access to the BIM documents during both bid and construction.
- 2.15. **Sustainability.** The PROJECT shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the ARCHITECT. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.17. **Coordination for Geological Report.** The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.

- 2.18. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.20. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.26. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the

- Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she 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 and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.32. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the

construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

- 2.34. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT is required to update the DISTRICT provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. ARCHITECT to match the DISTRICT's approved naming structure, layers, colors and attributes.
- 2.35. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.
- a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT 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 ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services and changes related to design errors or omissions.
 - c. **Change Orders.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.

- d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.3. **Construction Administration Add Service**. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence**. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term**. The construction time frame is anticipated for 17 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of September 1, 2023. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. **Extension**. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.
- 4.4. **Billing Rate**. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".

- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. 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. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) 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. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings 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. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
 - c. Professional Liability. To the extent 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 loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the

defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.

- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
 - e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, 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 sub-consultant, 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. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, 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. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the 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 thirty (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, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the 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.
- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE ARCHITECT

- 6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- a. FPP Programming Confirmation \$ 220,000
 - b. Schematic Design Phase \$ 385,000
 - c. Design Development Phase \$ 495,000

d.	Construction Document Phase	\$ 770,000
e.	DSA Approval	\$ 137,500
f.	Bidding Phase	\$ 110,000
g.	Construction Phase	\$ 495,000
h.	Close Out Phase	\$ 137,500
i.	Reimbursable Cost	\$ <u>0</u>
	TOTAL	\$2,750,000

- 6.2. **Price Inclusions.** 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 ARCHITECT, 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 Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for 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 ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.
- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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 ARCHITECT for any costs or expenses paid or incurred by ARCHITECT 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.
- Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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. ARCHITECT'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 ARCHITECT and his or her ARCHITECTS 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 ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.
- 6.6. **Non Waiver of Rights.** 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT 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. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT 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 ARCHITECT 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. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (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. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using BIM software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT 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 ARCHITECT 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. ARCHITECT consents to use of ARCHITECT'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 ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop

performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.

- 8.2. **Termination for Cause.** 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 ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) 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 (10) 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. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the ARCHITECT within 7 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 ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

- 8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Mediation Requirements.** 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.
- 9.2. **Arbitration.** 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 ARCHITECT, 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. **Work to Continue**. 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, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information**. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative**. 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 pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT 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 ARCHITECT, the DISTRICT Representative is:

Mark Schoeppner, Construction Manager

- 10.3. **District Notification**. The DISTRICT shall give prompt written notice to the ARCHITECT 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 ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Project Description**. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data**. The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information**. The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Equal Opportunity/Non-Discrimination.** ARCHITECT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- ARCHITECT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. ARCHITECT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, ARCHITECT shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.3. **Architect Accounting Records.** 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 ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than \$10,000, 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, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** 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 ARCHITECT 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. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT 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. **Governing Law.** 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. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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. ARCHITECT 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. ARCHITECT 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 ARCHITECT'S employees.
- 11.9. **Marginal Headings; Captions.** 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 ARCHITECT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, 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. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. 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 ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed an 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.** ARCHITECT and all ARCHITECT'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. **Notifications.** 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

Mark Schoeppner
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mschoeppner@socccd.edu

ARCHITECT

Shoji Takeshima
Project Manager
DLR Group, Inc.

700 South Flower Street, 22nd Floor
Los Angeles, CA 90017
stakeshima@dlrgroup.com

COPY

Priya Jerome
Executive Director, Procurement,
Central Services & Risk Management
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@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. **Entire Agreement/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.

11.16. **Binding Agreement**. The DISTRICT and ARCHITECT, 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. **Contract**. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. **Contractor**. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. **Design Documents**. 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. **Submittals**. 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.
- e. **Site**. The physical area for construction and activities relating to construction of the PROJECT.
- f. **Construction Contract Documents**. 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.
- g. **Substantial Completion**. 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.
- h. **Final Completion**. 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.

ARCHITECT
DLR Group, Inc.

DISTRICT
South Orange County Community College District

Leigh Anne Jones
Principal-in-Charge

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Responsibilities and Services of ARCHITECT
Attachment B Criteria and Billing for Extra Work

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this AGREEMENT.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this AGREEMENT.
4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
6. Participate in Executive level meetings, required at each design phase.
7. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
8. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
9. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this AGREEMENT through an amendment to this AGREEMENT, as an additional service.
10. Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways,

conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

11. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

12. Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

13. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing PROJECT utilities.

14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

15. 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.

16. Providing interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

1. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

a. ARCHITECT'S work plan shall include allowances for the periods of time required for DISTRICT'S review and approval of submissions and for approvals by authorities having jurisdiction over the PROJECT. ARCHITECT'S work plan, when approved by DISTRICT,

shall not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT mutually agree, in writing, to a revised PROJECT schedule.

- b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
 - a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.
 - b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.
 - c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.
 - d. Review and explain the task analysis and PROJECT work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
5. Probable costs prepared by the ARCHITECT:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.

- c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- d. One week prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
- e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

- 1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, ARCHITECT shall design the foundation of the PROJECT in accordance with recommendations of the DISTRICT'S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT'S use.
- 2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
- 3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
- 4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

MEETINGS

During the Architectural Programming Design Phase it is anticipated that approximately four meetings will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT'S campus location. Decisions made at such meetings and

subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

3 copies of Program Report. (A written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations). if appropriate.

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the DISTRICT has approved Task I as complete and has given a written Notice of proceed to ARCHITECT for Task II.

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the DISTRICT, to proceed with the Schematic Design Phase. The ARCHITECT shall prepare for the DISTRICT'S review a Schematic Design Study as follows:

1. Architectural:
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. Identify proposed roof system, deck, insulation system and drainage technique.
 - d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.

- e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
- f. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- g. Identify code requirements, include occupancy classification(s) and type of construction.

2. Structural:

- a. Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
- b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

3. Mechanical:

- a. Provide "Basis of Design Narrative"
- b. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
- c. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- d. Show selected system on drawings as follows:
 - i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - iii. Schematic piping
 - iv. Temperature control zoning.

4. Electrical:

- a. Provide "Basis of Design Narrative"
- b. Calculate overall approximate electrical loads.
- c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- d. Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components including:
 - 1. Load centers
 - 2. Main panels

3. Switch gear

- e. Identify and define the scope of data/telephone system.

5. Civil:

- a. Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

6. Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

7. CASp:

- a. Review all design documents for conformance with accessibility.

8. Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. ARCHITECT is to use DISTRICT'S standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications.

9. Probable Costs:

- a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
- c. The probable cost shall separate the PROJECT'S building cost from site and utilities cost. ARCHITECT to submit to the DISTRICT the cost estimating format for prior review and approval.
- d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ARCHITECT to address specific design issues and to facilitate

the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

DELIVERABLES

- 6 - Schematic Design Package submittal with alternatives
- 4 - Probable Cost
- 2 - A statement indicating changes made to the program design
- 2 - DSA file, including all correspondence, meeting notes, etc. to date.

PRESENTATION

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this AGREEMENT upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Schematic Design Phase.

DESIGN DEVELOPMENT

Upon written authorization by the DISTRICT to proceed with the Design Development Phase, ARCHITECT shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Architectural:
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. 1/8" scale building sections showing dimensional relationships and materials.
 - c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - d. Preliminary development of details and large-scale blow-ups.
 - e. Legend showing all symbols used on drawings.
 - f. FF&E
 - i. Floor plans identifying all fixed and major movable equipment and furniture.
 1. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
 2. Facilitate coordination meetings necessary to arrive at final solution.

- ii. Develop binder including the following:
 - 1. Categories
 - a. Owner Furnished, Contractor installed
 - b. Moving Existing equipment
 - c. Information Service Equipment needs
 - d. Owner Procured with Supplier Installation
 - 2. Cut Sheets
 - 3. Cost Estimating/ Budget Development
 - iii. Coordinate Manufacturer's Showroom visits
 - iv. Support District in FF&E bid package development
 - g. Providing interior design and other similar services required for or in connection with color coordination including furnishing..
 - h. Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.
 - i. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
 - i. Light fixtures
 - ii. Ceiling registers or diffusers
 - iii. Access Panels
 - j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - k. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.
2. Structural:
- a. Structural drawing with all major members located and sized.
 - b. Establish final building and floor elevations.
 - c. Preliminary specifications.
 - d. Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
3. Mechanical:
- a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
 - b. Schedule major mechanical equipment indicating size and capacity.

- c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
4. Electrical:
- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
5. Civil:
- a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - b. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - c. Outline specifications indicating quality level and manufacturer.
6. Landscape:
- a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
 - b. Outline specifications indicating quality level and manufacturer.
7. CASp:
- a. Review all design documents for conformance with accessibility.
8. Specification:
- DISTRICT to provide general condition specification and supplementary conditions.
9. Probable Cost:

Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT'S coordination meeting.

DELIVERABLES

- 3 - Drawings from all professional disciplines as necessary to deliver the PROJECT
- 3 - Bid Package scoping recommendation
- 2 - Binder of Catalogue Cut Sheets
- 3 - Outline Specifications
- 4 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT shall prepare from Design Development Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:
 - a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
 - c. Architectural details and large blow-ups underway.
 - d. Well-developed finish, door, and hardware schedules.
 - e. Site utility plans underway.
 - f. Fixed equipment schedules, details and identification underway.

- g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
 - i. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.
- 2. Structural:
 - a. Structural floor plans and sections with detailing well advanced.
 - b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - c. Completed cover sheet with general notes, symbols and legends.
- 3. Mechanical:
 - a. Mechanical calculations virtually completed with all piping and ductwork sized.
 - b. Large scale mechanical details underway.
 - c. Mechanical equipment schedule substantially developed.
- 4. Electrical:
 - a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
 - c. All electrical equipment schedules underway.
 - d. Special system components should be approximately located on plans.
 - e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- 5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.
- 6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- 7. CASp:
 - a. Review all design documents for conformance with accessibility.
- 8. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.

9. Specifications:

- a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
- b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS 75% STAGE

ARCHITECT must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:

- a. Virtually complete site plan.
- b. Virtually complete floor plan, elevations and sections.
- c. Architectural details and large blow-ups near completion.
- d. Finish door, and hardware schedules virtually complete, including most details.
- e. Site utility plan virtually complete.
- f. Fixed equipment details and identification virtually complete.
- g. Reflected ceiling plan virtually complete.
- h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. ARCHITECT to recommend color selection for approval by the DISTRICT.
- i. All equipment catalog cuts.

2. Structural:

Completed structural floor plans and sections with detailing well advanced.

3. Mechanical:

- a. Mechanical load calculations complete and all piping and ductwork sized.
- b. Large scale mechanical details should be substantially complete.
- c. Mechanical schedule for equipment substantially complete.

4. Electrical:

- a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - c. All electrical equipment schedules should be virtually complete.
 - d. Special system components should be located on plans.
5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
7. CASp:
 - a. Review all design documents for conformance with accessibility.
8. Specifications:

Formal review of specifications by the DISTRICT and Facilities/Maintenance group with corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

ARCHITECT must respond to/incorporate constructability comments during the previous construction document phases.

1. Architectural:
 - a. Completed site plan, floor plans, elevations and sections.
 - b. Architectural details and large blow-ups completed.
 - c. Finish, door and hardware schedules completed, including all details.
 - d. Site utility plans completed.
 - e. Fixed equipment details and identification completed.
 - f. Reflected ceiling plans completed.
2. Structural:
 - a. Structural floor plans and sections with detailing completed.
 - b. Structural calculations completed.
3. Mechanical:
 - a. Large scale mechanical details completed.
 - b. Mechanical equipment schedules completed.

- c. Completed electrical schematic for HVAC equipment.
 - d. Complete energy conservation calculations and report.
- 4. Electrical:
 - a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
 - b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - c. All electrical equipment schedules completed.
 - d. Special system components plans completed.
 - e. Electrical load calculations completed.
- 5. Civil:

All site plans, site utilities, parking and roadway systems completed.
- 6. Probable Cost:

Update and refine the 50% Construction Document Probable cost.
- 7. Specifications:
 - a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
 - c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure compliance with required modifications and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S work shall consist of the following:

- 1. Drawings:

All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
- 2. Specifications:

Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.

Completely coordinated sub-consultant's work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, PROJECT Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the PROJECT documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the PROJECT not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

DELIVERABLES

Copies:

Hardcopies shall be provided for all identified number of copies and one electronic set shall be provided:

- 4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.
- 4 - Seventy five percent (75%) submittal – 4 copies of the seventy five percent (75%) working drawings, 6 specifications and 6 sets of equipment cut sheets.
- 2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50/75% CD submittal).
- 4 - One hundred percent (100%) submittal – 4 copies of the one hundred percent (100%) working drawings, 4 specifications, one (1) engineering calculations and 4 probable costs.
- 2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).
- 2 - Number of copies of all required documents necessary for DSA submittal and approval.
- 2 - A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for DISTRICT review. (Submit with all submittals, 50%, 75%, and 100%).

BIDDING PHASE

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. ARCHITECT shall assist the DISTRICT in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.

ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT'S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT'S sub-consultants as pertains to their scope of work.
2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.
4. The ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.
 - a. The ARCHITECT'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.
5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT'S responsibilities, shall be considered extra services.
7. ARCHITECT shall schedule weekly visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the PROJECT.
8. ARCHITECT shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos

necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT'S project manager with a narrative describing contents within 48 hours of the weekly meeting.

9. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.
10. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the PROJECT, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.
12. ARCHITECT provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

CLOSE OUT PHASE

1. The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out the PROJECT with the Division of the State Architect.
2. ARCHITECT including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - a. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
 - c. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.
 - d. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.
3. ARCHITECT shall evaluate the success of any required maintenance period upon completion of the timeframe. ARCHITECT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.
4. ARCHITECT shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including

- consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
5. The ARCHITECT shall work with the DISTRICT and their consultants in complete close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
 6. ARCHITECT shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
4. 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.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. 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 ARCHITECT and each sub-consultant involved in the PROJECT.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Project Executive	\$235.00
Principal Architects	\$235.00
Associate Architect	\$175.00
Project Architect	\$145.00

Draftsperson/CAD Operator	\$115.00
Construction Administrator	\$175.00
Special Services: CEO/Principal Consultant	\$270.00
Clerical	\$ 70.00
Other	\$ 90.00
<u>Structural Engineers ** KNA Structural Engineers</u>	
Principal Engineer	\$247.50
Project Engineers	\$181.50
Draftsperson/CAD Operator	\$159.50
Clerical	\$ 95.00
Other	\$192.00
<u>Mechanical Engineers ** TK1SC Collatorative</u>	
Engineer	\$231.00
Designer	\$137.50
Clerical	\$104.50
Other	
<u>Civil Engineers ** Psomas</u>	
Principal	\$247.50
Senior Engineer	\$190.00
Registered Civil Engineer	\$187.00
Assistant Civil Engineer	\$154.00
Draftsman	\$148.00
Clerical	\$104.50
Other	\$181.50
<u>Landscape Architects ** RLA</u>	
Principal	\$225.50
Associate Planner	\$192.50
Technical Assistant	\$184.50
Draftsperson/CAD Operator	\$110.00
Clerical	\$110.00
Other	\$170.50

Estimator ** HL Construction Management

Principal	\$132.00
Senior Estimator/Scheduler	\$132.00
Estimator/Scheduler	\$132.00
Clerical	\$132.00
Other	\$132.00

Electrical Engineers ** TK1SC Collaborative

Principal Engineer	\$231.00
Designer	\$137.00
Draftsperson/CAD Operator	\$115.50
Clerical	\$104.50
Other	\$148.50

** Indicates 10% administrative mark-up has been applied

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Student Services Center Renovation Project, Architectural Services, M. Arthur Gensler DBA Gensler

ACTION: Approval

BACKGROUND

On April 22, 2019, the Board of Trustees approved basic aid funds equaling \$23,850,000 for the Irvine Valley College Student Services Center Renovation project.

There is a need to obtain architectural services for this project.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On June 5, 2019, the District issued a Request for Proposals (RFP) to the District's Architectural Services Pool.

On July 10, 2019, six (6) proposals were received (EXHIBIT A).

District and college Facilities staff and college faculty and staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and assurance that fees are fair and reasonable. After the initial evaluation, three firms were invited for interviews and oral presentations on July 24, 2019. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to M. Arthur Gensler DBA Gensler for the Irvine Valley College Student Services Center Renovation project, in the amount of \$1,870,000.

Basic aid funds are available in the approved project budget of \$23,850,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Architectural Services agreement with M. Arthur Gensler DBA Gensler for the Irvine Valley College Student Services Center Renovation project, in the amount of \$1,870,000.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*



**Request for Proposals for Architectural Services
Irvine Valley College Student Services Center Renovation Project**

Submittals

South Orange County Community College District

August 26, 2019

COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	INTERVIEW EVALUATION SCORE	TOTAL PROPOSED FEE
M. Arthur Gensler DBA Gensler*	Newport Beach, CA	181	91	\$1,870,000**
DLR Group, Inc.	Los Angeles, CA	177	85	\$3,000,000
tBP/Architecture, Inc.	Newport Beach, CA	184	65	\$2,312,500
IBI Group	Irvine, CA	158	N/A	\$2,212,500
Perkins-Eastman Dougherty	Costa Mesa, CA	154	N/A	\$2,746,125
SVA Architects, Inc.	Santa Ana, CA	109	N/A	\$939,740

*Firm recommended for award of contract.

**Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.
- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team's architectural knowledge, experience and expertise in relation to the Irvine Valley College Student Services Center Renovation Project.
- Provided evidence of working with the Division of the State Architect.
- Demonstrated best fit in understanding the project's needs and user group's expectations.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT IRVINE VALLEY COLLEGE – STUDENT SERVICES CENTER RENOVATION M. Arthur Gensler DBA Gensler

This AGREEMENT is made and entered into this 27th day of August in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and M. Arthur Gensler DBA Gensler 500 S. Figueroa Street, Los Angeles, California 90071 hereinafter referred to as "ARCHITECT";

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture; and

WHEREAS, DISTRICT desires to obtain architectural services for Irvine Valley College Student Services Center Renovation more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care and Professional Conduct.** The ARCHITECT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The ARCHITECT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the ARCHITECT or any sub-consultant the ARCHITECT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the ARCHITECT to provide Services in addition to, or different from, the Services described. The ARCHITECT shall advise the DISTRICT in writing of any Services that, in the ARCHITECT's opinion, lie outside of the technical and professional expertise of the ARCHITECT. The Work 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.

- ARCHITECT or ARCHITECT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for at least one Principal in Charge, one Project Manager, one Programmer, one Architectural Designer, one Project Architect, one Interior Designer. The ARCHITECT shall designate Tom Heffernan, as Project Executive, and a management team of Richard King as Project Manager and Deborah Shepley as Programmer, John Hilgeman as Project Architect, Casey Orillion as Architectural Designer, and Jannah Townsend as Interior Designer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** 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 ARCHITECT 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. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of ARCHITECT to Other PROJECT Participants.** ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) 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. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **PROJECT Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'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 ARCHITECT.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include all phases of design and construction. Programming consists of: alternate solutions analysis (modernization vs. remove/replace), capacity/load ratio analysis, cost estimating at conclusion of programming (one for each alternate solution).

- Included in this analysis is the potential need, location, and design and regulatory approval of necessary temporary swing space for existing building occupants including food services. Following this, the design through close out phases include: civil, structural, mechanical, electrical, plumbing, fire protection, food services, interior design, technology, landscape architecture, FF&E, drafting, modeling, and cost estimation services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
- 2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The ARCHITECT 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 ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:
- a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations
 - d. Historical significance report
 - e. Soils Investigation/Geotechnical Hazard Report
 - f. Topographical survey
- 2.6. **Design Phase.**
- a. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
 - b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy

modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

- 2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.13. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.

- a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT'S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
 - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
 - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
 - g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 1. give written approval of an increase of such fixed limit;
 2. authorize rebidding of the PROJECT within a reasonable time;
 3. if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.14. **BIM.** The ARCHITECT and their consultant shall employ Building Information Modeling using Revit or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. Clash detection will be employed as one form of consultant coordination. The ARCHITECT will be responsible to manage the BIM Model documents from the PROJECT start to finish.
- a. The ARCHITECT shall establish protocols for:
 1. Model origin, grid and units
 2. Information sharing and saving

3. Clash detection
 - b. The ARCHITECT shall:
 1. Facilitate collection of sub-consultants model information
 2. Maintain record copies of all model files
 3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
 4. Perform and report on clash detection as deliverable to each phase
 5. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.
 - d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
 3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
 - e. The ARCHITECT shall allow access to the BIM documents during both bid and construction.
- 2.15. **Sustainability**. The PROJECT shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the ARCHITECT. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.16. **Building Codes**. The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type,

and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

- 2.17. **Coordination for Geological Report.** The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- 2.18. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.20. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such

- certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.26. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she 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 and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

- 2.32. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.34. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT is required to update the DISTRICT provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. ARCHITECT to match the DISTRICT's approved naming structure, layers, colors and attributes.
- 2.35. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.
- a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT 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 ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.

- b. Scope Change after Phase Approvals. Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services and changes related to design errors or omissions.
 - c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
 - d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.3. **Construction Administration Add Service**. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence**. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term**. The construction time frame is anticipated for 49 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a

completion date of August 25, 2024. The ARCHITECT'S contract terminates at completion of the warranty walk.

- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 harmless from all liability arising out of:
 - a. Workers' Compensation and Employer's Liability. 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. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) 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. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings 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. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
 - c. Professional Liability. To the extent 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 loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the

CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.

- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
 - e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, 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 sub-consultant, 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. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, 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. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the 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 thirty (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, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the 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.
- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The

insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE ARCHITECT

- 6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- | | | |
|----|-----------------------------|--------------------|
| a. | Programming | \$ 62,319 |
| b. | Schematic Design Phase | \$ 264,150 |
| c. | Design Development Phase | \$ 278,498 |
| d. | Construction Document Phase | \$ 647,480 |
| e. | Complete DSA Approval | \$ 94,710 |
| f. | Bidding Phase | \$ 13,731 |
| g. | Construction Phase | \$ 451,898 |
| h. | Reimbursable Cost | \$ 57,214 |
| | TOTAL | \$1,870,000 |
- 6.2. **Price Inclusions.** 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 ARCHITECT, 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 Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for 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 ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.
- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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 ARCHITECT for any costs or expenses paid or incurred by

ARCHITECT 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 Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - b. 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. ARCHITECT'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 ARCHITECT and his or her ARCHITECTS 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 ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.
- 6.6. **Non Waiver of Rights.** 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT 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. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT 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 ARCHITECT 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. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (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. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using BIM software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT 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 ARCHITECT 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. ARCHITECT consents to use of ARCHITECT'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 ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** 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 ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) 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 (10) 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. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.

- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the ARCHITECT within 7 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 ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Mediation Requirements.** 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.
- 9.2. **Arbitration.** 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 ARCHITECT, 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. **Work to Continue**. 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, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information**. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative**. 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 pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT 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 ARCHITECT, the DISTRICT Representative is:

Matt Blitch, Construction Manager

- 10.3. **District Notification**. The DISTRICT shall give prompt written notice to the ARCHITECT 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 ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

- 10.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Equal Opportunity/Non-Discrimination.** ARCHITECT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- ARCHITECT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. ARCHITECT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, ARCHITECT shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.3. **Architect Accounting Records.** 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 ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than \$10,000, 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, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** 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 ARCHITECT 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. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT 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. **Governing Law.** 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. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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. ARCHITECT 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. ARCHITECT 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 ARCHITECT'S employees.
- 11.9. **Marginal Headings; Captions.** 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 ARCHITECT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, 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. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. 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 ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT

- 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**. ARCHITECT and all ARCHITECT'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. **Notifications**. 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 | ARCHITECT |
| Matt Blitch | Robert Jernigan |
| Construction Manager | SW Co- Regional Managing Principal |
| South Orange County | M. Arthur Gensler DBA Gensler |
| Community College District | |
| 28000 Marguerite Parkway | 500 S. Figueroa Street |
| Mission Viejo, CA 92692 | Los Angeles, CA 90071 |
| mblitch@socccd.edu | Robert_Jernigan@gensler.com |
| COPY | |
| Priya Jerome | |
| Executive Director, Procurement, | |
| Central Services & Risk Management | |
| South Orange County | |
| Community College District | |
| 28000 Marguerite Parkway | |
| Mission Viejo, CA 92692 | |
| pjerome@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. **Entire Agreement/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.

11.16. **Binding Agreement.** The DISTRICT and ARCHITECT, 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. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. **Design Documents.** 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. **Submittals.** 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.
- e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- f. **Construction Contract Documents.** 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.
- g. **Substantial Completion.** 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.
- h. **Final Completion.** 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.

ARCHITECT

M. Arthur Gensler DBA Gensler

DISTRICT

South Orange County Community College District

Robert Jernigan

Southwest Co-Regional Managing Principal

Ann-Marie Gabel

Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Responsibilities and Services of ARCHITECT

Attachment B Criteria and Billing for Extra Work

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this AGREEMENT.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this AGREEMENT.
4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
6. Participate in Executive level meetings, required at each design phase.
7. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
8. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
9. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this AGREEMENT through an amendment to this AGREEMENT, as an additional service.
10. Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways,

conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

11. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

12. Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

13. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing PROJECT utilities.

14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

15. 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.

16. Providing interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

1. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

a. ARCHITECT'S work plan shall include allowances for the periods of time required for DISTRICT'S review and approval of submissions and for approvals by authorities having jurisdiction over the PROJECT. ARCHITECT'S work plan, when approved by DISTRICT,

shall not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT mutually agree, in writing, to a revised PROJECT schedule.

- b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
 - a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.
 - b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.
 - c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.
 - d. Review and explain the task analysis and PROJECT work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
5. Probable costs prepared by the ARCHITECT:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.

- c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- d. One week prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
- e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, ARCHITECT shall design the foundation of the PROJECT in accordance with recommendations of the DISTRICT'S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT'S use.
2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

MEETINGS

During the Architectural Programming Design Phase it is anticipated that approximately six meetings will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT'S campus location. Decisions made at such meetings and

subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

3 copies of Program Report. (A written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations). if appropriate.

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the DISTRICT has approved Task I as complete and has given a written Notice of proceed to ARCHITECT for Task II.

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the DISTRICT, to proceed with the Schematic Design Phase. The ARCHITECT shall prepare for the DISTRICT'S review a Schematic Design Study as follows:

1. Architectural:
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. Identify proposed roof system, deck, insulation system and drainage technique.
 - d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.

- e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
 - f. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - g. Identify code requirements, include occupancy classification(s) and type of construction.
2. Structural:
- a. Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
 - b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.
3. Mechanical:
- a. Provide "Basis of Design Narrative"
 - b. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - c. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - d. Show selected system on drawings as follows:
 - i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - iii. Schematic piping
 - iv. Temperature control zoning.
4. Electrical:
- a. Provide "Basis of Design Narrative"
 - b. Calculate overall approximate electrical loads.
 - c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - d. Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components including:
 - 1. Load centers
 - 2. Main panels

3. Switch gear

- e. Identify and define the scope of data/telephone system.

5. Civil:

- a. Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

6. Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

7. CASp:

- a. Review all design documents for conformance with accessibility.

8. Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. ARCHITECT is to use DISTRICT'S standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications.

9. Probable Costs:

- a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
- c. The probable cost shall separate the PROJECT'S building cost from site and utilities cost. ARCHITECT to submit to the DISTRICT the cost estimating format for prior review and approval.
- d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ARCHITECT to address specific design issues and to facilitate

the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

DELIVERABLES

- 6 - Schematic Design Package submittal with alternatives
- 4 - Probable Cost
- 2 - A statement indicating changes made to the program design
- 2 - DSA file, including all correspondence, meeting notes, etc. to date.

PRESENTATION

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this AGREEMENT upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Schematic Design Phase.

DESIGN DEVELOPMENT

Upon written authorization by the DISTRICT to proceed with the Design Development Phase, ARCHITECT shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Architectural:
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. 1/8" scale building sections showing dimensional relationships and materials.
 - c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - d. Preliminary development of details and large-scale blow-ups.
 - e. Legend showing all symbols used on drawings.
 - f. FF&E
 - i. Floor plans identifying all fixed and major movable equipment and furniture.
 1. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
 2. Facilitate coordination meetings necessary to arrive at final solution.

- ii. Develop binder including the following:
 - 1. Categories
 - a. Owner Furnished, Contractor installed
 - b. Moving Existing equipment
 - c. Information Service Equipment needs
 - d. Owner Procured with Supplier Installation
 - 2. Cut Sheets
 - 3. Cost Estimating/ Budget Development
 - iii. Coordinate Manufacturer's Showroom visits
 - iv. Support District in FF&E bid package development
 - g. Providing interior design and other similar services required for or in connection with color coordination including furnishing..
 - h. Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.
 - i. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
 - i. Light fixtures
 - ii. Ceiling registers or diffusers
 - iii. Access Panels
 - j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - k. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.
2. Structural:
- a. Structural drawing with all major members located and sized.
 - b. Establish final building and floor elevations.
 - c. Preliminary specifications.
 - d. Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
3. Mechanical:
- a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
 - b. Schedule major mechanical equipment indicating size and capacity.

- c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
4. Electrical:
- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
5. Civil:
- a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - b. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - c. Outline specifications indicating quality level and manufacturer.
6. Landscape:
- a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
 - b. Outline specifications indicating quality level and manufacturer.
7. CASp:
- a. Review all design documents for conformance with accessibility.
8. Specification:
- DISTRICT to provide general condition specification and supplementary conditions.
9. Probable Cost:

Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT'S coordination meeting.

DELIVERABLES

- 3 - Drawings from all professional disciplines as necessary to deliver the PROJECT
- 3 - Bid Package scoping recommendation
- 2 - Binder of Catalogue Cut Sheets
- 3 - Outline Specifications
- 4 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT shall prepare from Design Development Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:
 - a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
 - c. Architectural details and large blow-ups underway.
 - d. Well-developed finish, door, and hardware schedules.
 - e. Site utility plans underway.
 - f. Fixed equipment schedules, details and identification underway.

- g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
 - i. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.
- 2. Structural:
 - a. Structural floor plans and sections with detailing well advanced.
 - b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - c. Completed cover sheet with general notes, symbols and legends.
- 3. Mechanical:
 - a. Mechanical calculations virtually completed with all piping and ductwork sized.
 - b. Large scale mechanical details underway.
 - c. Mechanical equipment schedule substantially developed.
- 4. Electrical:
 - a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
 - c. All electrical equipment schedules underway.
 - d. Special system components should be approximately located on plans.
 - e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- 5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.
- 6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- 7. CASp:
 - a. Review all design documents for conformance with accessibility.
- 8. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.

9. Specifications:

- a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
- b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS 75% STAGE

ARCHITECT must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:

- a. Virtually complete site plan.
- b. Virtually complete floor plan, elevations and sections.
- c. Architectural details and large blow-ups near completion.
- d. Finish door, and hardware schedules virtually complete, including most details.
- e. Site utility plan virtually complete.
- f. Fixed equipment details and identification virtually complete.
- g. Reflected ceiling plan virtually complete.
- h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. ARCHITECT to recommend color selection for approval by the DISTRICT.
- i. All equipment catalog cuts.

2. Structural:

Completed structural floor plans and sections with detailing well advanced.

3. Mechanical:

- a. Mechanical load calculations complete and all piping and ductwork sized.
- b. Large scale mechanical details should be substantially complete.
- c. Mechanical schedule for equipment substantially complete.

4. Electrical:

- a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - c. All electrical equipment schedules should be virtually complete.
 - d. Special system components should be located on plans.
5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
7. CASp:
 - a. Review all design documents for conformance with accessibility.
8. Specifications:

Formal review of specifications by the DISTRICT and Facilities/Maintenance group with corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

ARCHITECT must respond to/incorporate constructability comments during the previous construction document phases.

1. Architectural:
 - a. Completed site plan, floor plans, elevations and sections.
 - b. Architectural details and large blow-ups completed.
 - c. Finish, door and hardware schedules completed, including all details.
 - d. Site utility plans completed.
 - e. Fixed equipment details and identification completed.
 - f. Reflected ceiling plans completed.
2. Structural:
 - a. Structural floor plans and sections with detailing completed.
 - b. Structural calculations completed.
3. Mechanical:
 - a. Large scale mechanical details completed.
 - b. Mechanical equipment schedules completed.

- c. Completed electrical schematic for HVAC equipment.
 - d. Complete energy conservation calculations and report.
- 4. Electrical:
 - a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
 - b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - c. All electrical equipment schedules completed.
 - d. Special system components plans completed.
 - e. Electrical load calculations completed.
- 5. Civil:

All site plans, site utilities, parking and roadway systems completed.
- 6. Probable Cost:

Update and refine the 50% Construction Document Probable cost.
- 7. Specifications:
 - a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
 - c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure compliance with required modifications and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S work shall consist of the following:

- 1. Drawings:

All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
- 2. Specifications:

Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.

Completely coordinated sub-consultant's work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, PROJECT Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the PROJECT documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the PROJECT not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

DELIVERABLES

Copies:

Hardcopies shall be provided for all identified number of copies and one electronic set shall be provided:

- 4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.
- 4 - Seventy five percent (75%) submittal – 4 copies of the seventy five percent (75%) working drawings, 6 specifications and 6 sets of equipment cut sheets.
- 2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50/75% CD submittal).
- 4 - One hundred percent (100%) submittal – 4 copies of the one hundred percent (100%) working drawings, 4 specifications, one (1) engineering calculations and 4 probable costs.
- 2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).
- 2 - Number of copies of all required documents necessary for DSA submittal and approval.
- 2 - A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for DISTRICT review. (Submit with all submittals, 50%, 75%, and 100%).

BIDDING PHASE

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. ARCHITECT shall assist the DISTRICT in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.

ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT'S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT'S sub-consultants as pertains to their scope of work.
2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.
4. The ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.
 - a. The ARCHITECT'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.
5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT'S responsibilities, shall be considered extra services.
7. ARCHITECT shall schedule weekly visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the PROJECT.
8. ARCHITECT shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos

necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT'S project manager with a narrative describing contents within 48 hours of the weekly meeting.

9. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.
10. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the PROJECT, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.
12. ARCHITECT provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

CLOSE OUT PHASE

1. The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out the PROJECT with the Division of the State Architect.
2. ARCHITECT including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - a. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
 - c. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.
 - d. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.
3. ARCHITECT shall evaluate the success of any required maintenance period upon completion of the timeframe. ARCHITECT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.
4. ARCHITECT shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including

- consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
5. The ARCHITECT shall work with the DISTRICT and their consultants in complete close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
 6. ARCHITECT shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
4. 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.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. 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 ARCHITECT and each sub-consultant involved in the PROJECT.

<u>Architectural Services</u>	<u>Fee per Hour</u>
Project Executive	\$280
Principal Architects	\$275
Associate Architect	\$250
Project Architect	\$225

Draftsperson/CAD Operator	\$100
Construction Administrator	\$150
Clerical	\$75
Other	\$85

[Click here to enter text.](#)

Structural Engineers ** KPFF

Principal Engineer	\$248
Project Engineers	\$165
Draftsperson/CAD Operator	\$143
Clerical	\$105

[Click here to enter text.](#)

[Click here to enter text.](#)

Mechanical Engineers ** P2S

Engineer	\$235
Designer	\$211
Clerical	\$90

[Click here to enter text.](#)

Civil Engineers ** KPFF

Principal	\$248
Senior Engineer	\$220
Registered Civil Engineer	\$198
Assistant Civil Engineer	\$165
Draftsman	\$143
Clerical	\$105

Landscape Architects ** Land Lab

Principal	\$193
Associate Planner	\$138
Technical Assistant	\$110
Draftsperson/CAD Operator	\$99
Clerical	\$83

Estimator ** The Capital Projects Group

Principal	\$235
Senior Estimator/Scheduler	\$220
Estimator/Scheduler	\$198
Clerical	\$90

[Click here to enter text.](#)

Electrical Engineers ** P2S

Principal Engineer	\$253
Designer	\$211
Draftsperson/CAD Operator	\$110
Clerical	\$90

** Indicates 10% administrative mark-up has been applied

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: International Student Travel, 2020 International Choral Program Tour, Netherlands and Belgium

ACTION: Approval

BACKGROUND

Irvine Valley College's (IVC) choral program is recognized for a high level of performances. The choir has been invited to perform with the choir of California State University Long Beach (CSULB) in a performance of Carl Orff's *Carmina Burana*.

Members of the IVC choral program will join the CSULB Choir and other singers from across the United States to rehearse and perform in Amsterdam. The trip will also include visitation to many of the major sights in music history with visits to Antwerp, Bruges, and Brussels. While in Netherlands and Belgium, choral program members will perform at some of the greatest venues in Europe.

STATUS

The School of the Arts at Irvine Valley College proposes to offer a 2020 International Choral Program Tour during the summer session, from July 13, 2020 to July 20, 2020 (eight days and seven nights). This tour will be coordinated by the CSULB travel contractor Perform International. Details of the tour are summarized in the tour overview and contract (EXHIBIT A). The tour will constitute a total of 48 participants, which includes 42 students from the IVC choral program, five family members, and one faculty member. Not all choral program students are required to participate in the tour. Students will raise funds for the tour costs (foundation account) or pay costs directly to Perform International at an estimated cost of \$3,507 per person which includes land and air fare, accommodations, gratuities, T-shirt etc. Travel insurance cost per person for this trip is \$172.80. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve IVC 2020 International Choral Program Tour to the Netherlands and Belgium at a cost of \$3,679.80 per person, from July 13, 2020 to July 20, 2020.



A performance tour of **EUROPE**

July 13-20, 2020

PREPARED ESPECIALLY FOR:

Matthew Tresler, DMA

Professor, Choral and Vocal Music

Irvine Valley College

Program A - Preliminary Itinerary (subject to change)
AMSTERDAM ONLY - CUSTOM GROUP

DAY 1 - Monday, July 13, 2020 - DEPARTURE USA

The journey to Europe begins by boarding an international flight to travel across the Atlantic to Amsterdam. Meals and snacks will be served on the plane.

DAY 2 - Tuesday, July 14, 2020 - ARRIVAL AMSTERDAM

Arrive in Amsterdam today and transfer to the hotel with a local assistant. Evening welcome dinner and overnight.

DAY 3 - Wednesday, July 15 - AMSTERDAM

This morning you will have your first rehearsal. Later take a cruise on Amsterdam's canals. The history of Amsterdam is intimately connected with water. Its 165 canals were created over the centuries to stimulate trade and transport and reclaim land to expand the city. In the evening you will have a second rehearsal. Overnight in Amsterdam.

DAY 4 - Thursday, July 16, 2020 - CARMINA BURANA GALA CONCERT

Enjoy the morning at leisure in Amsterdam to explore the city on your own. In the early afternoon you will have a Dress Rehearsal followed by dinner. Perform the Evening Carmina Burana Gala Concert. Dinner and overnight in Amsterdam.

DAY 4 - Friday, July 17, 2020 - AMSTERDAM TO USA

After breakfast you will go to the Amsterdam airport by coach with your assistant to begin your journey back to the USA, taking with you lifelong memories of performing and exploring in Europe.



Program B - Preliminary Itinerary (subject to change)

AMSTERDAM + 3 NIGHT POST TOUR

DAY 1 - Monday, July 13, 2020 - DEPARTURE USA

The journey to Europe begins by boarding an international flight to travel across the Atlantic to Amsterdam. Meals and snacks will be served on the plane.

DAY 2 - Tuesday, July 14, 2020 - ARRIVAL AMSTERDAM

Arrive in Amsterdam today, meet your tour manager and transfer to the hotel. Evening Welcome Dinner and overnight.

DAY 3 - Wednesday, July 15 - AMSTERDAM

This morning you will have your first rehearsal. Later take a cruise on Amsterdam's canals. The history of Amsterdam is intimately connected with water. Its 165 canals were created over the centuries to stimulate trade and transport and reclaim land to expand the city. In the evening you will have a second rehearsal. Overnight in Amsterdam.

DAY 4 - Thursday, July 16, 2020 - CARMINA BURANA GALA CONCERT

Enjoy the morning at leisure in Amsterdam to explore the city on your own. In the early afternoon you will have a Dress Rehearsal followed by dinner. Perform the Evening Carmina Burana Gala Concert. Dinner and overnight in Amsterdam.

DAY 5 - Friday, July 17, 2020 - AMSTERDAM / ANTWERP / BRUGES

Transfer today to Bruges, Belgium with a stop in Antwerp en route for a guided tour of the city. Antwerp's history dates to the middle ages. The city's Flemish Renaissance architecture is typified by the lovely central square in the old town. Continue to Bruges for dinner and overnight.

DAY 6 - Saturday, July 18, 2020 - BRUGES

Take a guided walking tour of Bruges this morning that will include a visit to the Holy Blood Basilica. An ornate double building, part Romanesque and part Gothic, houses the Basilica. It is home to a mysterious small vial with a piece of cloth inside that is thought to hold the blood of Christ. Enjoy a canal cruise and then the rest of the day at leisure to explore on your own. Dinner and overnight in Bruges.

DAY 7 - Sunday, July 19, 2020 - BRUGES / BRUSSELS

This morning transfer to Brussels. Upon arrival take a guided tour that will include the Grand Place. Also known as Grote Markt, the Grand Place is the central square of Brussels. It is surrounded by opulent guildhalls and two larger buildings - the city's Town Hall and the Breadhouse



Program B - Preliminary Itinerary (continued)

which contains the Museum of the City of Brussels (no entrances). The remainder of the day will be at leisure. Farewell Dinner and overnight in Brussels.

DAY 8 - Monday, July 20, 2020 - BRUSSELS TO USA

After breakfast you will go to the Brussels airport to begin your journey back to the USA, taking with you lifelong memories of performing and exploring in Europe.



PROGRAM A

TOUR INCLUDES

- Round trip air transportation from Los Angeles (LAX) to Amsterdam in Economy class
- Airport taxes and fuel surcharges up to \$400 per person
- Local assistants for transfers while in Amsterdam
- 3 overnights in superior tourist class hotel accommodation based on double occupancy
- Breakfast daily + 2 dinners
- Entrance fees & attractions:
 - Canal Cruise in Amsterdam
- Gala Concerts in Amsterdam – July 16, 2020:
 - Rehearsal and formal evening concert in Amsterdam – “Carmina Burana” with 2 pianos & percussions based on 100 participating singers
 - Rehearsal space for two 3-hrs rehearsals
 - 2 pianists + acoustic piano for two 3-hrs rehearsals
 - Rental of De Duif Church for dress rehearsal + gala concert incl. promotion of concert (max. 8-hrs total)
 - Choir risers in concert hall
 - 2 acoustic grand pianos for dress rehearsal & concert
 - 2 pianists for dress rehearsal & concert
 - 6 percussionists for dress rehearsal & concert
- 1 free tour package per 20 paying passengers

TOUR DOES NOT INCLUDE

- Single room supplement: \$360
- Airport taxes and fuel surcharges in excess of \$400 already included in this Proposal
- Gratuities for tour guides & drivers - \$40 per person
- Personal services and portage
- Travel Insurance*
- Excess baggage fees assessed by the airlines incl. charges for oversized/overweight items such as choir robe boxes, etc.
- Luggage truck for any bags that cannot be accommodated on the motor coach. Tour buses can hold 1 standard size suitcase + 1 small carry-on such as a backpack or purse per person
- Any items not specifically mentioned in the Included section of this Proposal

**We recommend travel insurance to help cover trip cancellation/interruption, travel delay, emergency medical, baggage delay and accidental death coverage.*

PROGRAM A FINANCIAL FACTS

PROGRAM A COST PER PERSON*:

Land-only = \$1,570

45 paying passengers + 2 free in double occupancy = \$2,695

40 paying passengers + 2 free in double occupancy = \$2,710

35 paying passengers + 1 free in double occupancy = \$2,735

30 paying passengers + 1 free in double occupancy = \$2,760

25 paying passengers + 1 free in double occupancy = \$2,775

20 paying passengers + 1 free in double occupancy = \$2,820

15 paying passengers + 0 free in double occupancy = \$2,920

**1 free tour package for every 20 paying passengers*

TOUR DATES: JULY 13-17, 2020

INDIVIDUAL PACKAGE

3 overnights in Amsterdam incl. breakfast daily

2 dinners

Sightseeing in Amsterdam

Coach and guides shared with the CSULB group

Rehearsals & Gala Concert in Amsterdam

\$998 per person in double occupancy

Single Supplement = \$360 per person

**Individual package does not include airfare to/from Europe, transfers from/to airport in Europe or any items not specifically mentioned in the paragraph above.*

Prices are based on group payments made by check or wire transfer from the school/organization. If you would like Perform International to handle accounting and payment processing for each individual on tour, a 3% accounting fee applies.



PROGRAM B

TOUR INCLUDES

- Round trip air transportation from Los Angeles (LAX) to Amsterdam in Economy class
- Airport taxes and fuel surcharges up to \$400 per person
- Bilingual tour manager throughout the tour
- 6 overnights in superior tourist class hotel accommodation based on double occupancy
- Breakfast daily + 4 dinners
- Entrance fees & attractions:
 - Canal Cruise in Amsterdam, Holy Blood Basilica and canal cruise in Bruges
- Gala Concerts in Amsterdam – July 16, 2020:
 - Rehearsal and formal evening concert in Amsterdam – “Carmina Burana” with 2 pianos & percussions based on 100 participating singers
 - Rehearsal space for two 3-hrs rehearsals
 - 2 pianists + acoustic piano for two 3-hrs rehearsals
 - Rental of De Duif Church for dress rehearsal + gala concert incl. promotion of concert (max. 8-hrs total)
 - Choir risers in concert hall
 - 2 acoustic grand pianos for dress rehearsal & concert
 - 2 pianists for dress rehearsal & concert
 - 6 percussionists for dress rehearsal & concert
- 1 free tour package per 20 paying passengers

TOUR DOES NOT INCLUDE

- Single room supplement: \$565
- Airport taxes and fuel surcharges in excess of \$400 already included in this Proposal
- Gratuities for tour guides & drivers - \$70 per person
- Personal services and portage
- Travel Insurance*
- Excess baggage fees assessed by the airlines incl. charges for oversized/overweight items such as choir robe boxes, etc.
- Luggage truck for any bags that cannot be accommodated on the motor coach. Tour buses can hold 1 standard size suitcase + 1 small carry-on such as a backpack or purse per person
- Any items not specifically mentioned in the Included section of this Proposal

**We recommend travel insurance to help cover trip cancellation/interruption, travel delay, emergency medical, baggage delay and accidental death coverage.*

PROGRAM B FINANCIAL FACTS

PROGRAM B COST PER PERSON*:

Land-only = \$2,295

45 paying passengers + 2 free in double occupancy = \$3,365

40 paying passengers + 2 free in double occupancy = \$3,395

35 paying passengers + 1 free in double occupancy = \$3,460

30 paying passengers + 1 free in double occupancy = \$3,520

25 paying passengers + 1 free in double occupancy = \$3,585

20 paying passengers + 1 free in double occupancy = \$3,705

15 paying passengers + 0 free in double occupancy = \$3,955

**1 free tour package for every 20 paying passengers*

TOUR DATES: JULY 13-20, 2020

PAYMENT SCHEDULE

Deposit due Sept. 4, 2019	\$300 per person non-refundable
2nd payment due Oct. 15, 2019	\$500 per person
3rd payment due Nov. 15, 2019	\$500 per person
4th payment due Dec. 15, 2019	\$500 per person
5th payment due Jan. 15, 2020	\$500 per person
February 28, 2020	Balance Due

While it is not expected, should airfare increase more than 3% of projected price, the increase will be passed on to the group. Pricing is based on currently prevailing exchange rate (exchange rate of EUR 1.00 = USD 1.18. Adjustments will be made if the exchange rate varies more than 3% at 120 days prior to departure.

Prices are based on group payments made by check or wire transfer from the school/organization. If you would like Perform International to handle accounting and payment processing for each individual on tour, a 3% accounting fee applies.



TERMS & CONDITIONS

1. PAYMENT TERMS

- 1.1. Payment. Client shall strictly comply with the Payment Schedule on or before the due date. Perform International ("PI") accepts payment by check or, with a 3% surcharge, Visa and MasterCard. Checks should be made payable to Perform International, LLC.
- 1.2. Additional Deposits. From time to time, PI may request one or more deposits over and above those set forth in the Payment Schedule (the "Additional Deposits"). Additional Deposits may be required because of travel during peak periods, the unique nature of the facilities, or any other matter which, in PI's sole opinion, requires an additional deposit. PI will consult with Client's tour organizer before making a request for an Additional Deposit, but PI's decision whether an Additional Deposit is necessary is final. Client shall pay an Additional Deposit within thirty (30) days of the request by PI.

2. DUTIES AND OBLIGATIONS OF PI

- 2.1. Scope and Exclusivity. PI shall have the duties and obligations set forth in this Section 2 and no others.
- 2.2. Services Supplied by PI. PI will provide the transportation, transfers, airfare, lodging and services specified in the attached tour brochure on the terms provided herein. PI reserves the right to vary itineraries and/or destinations and to substitute hotels if circumstances beyond its control necessitate such change(s).
- 2.3. Services Excluded by PI. All transportation, charges, services or other items not specifically identified in the tour brochure for this trip are not covered and must be paid by Client separately. Excluded services and items include, but are not limited to, tips to local guides; meals and beverages other than those noted in the tour brochure; expenses of a personal nature such as laundry, telephone, valet, etc.; portage for hand-carried luggage; passport and visa fees; free time activities; optional excursions and coach driver and guide/escort gratuities.
- 2.4. Special Equipment and Excess Luggage Needs. Special technical equipment (including musical instruments), excess or oversize luggage and the transportation for such are not included. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length+ width+height) is subject to additional charges.

3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- 3.1. Limitation on Liability of PI. PI, its agents and cooperating organizations expressly disclaim all responsibility and/or liability of any nature for loss, damage or injury to property or person due to any cause whatsoever occurring during a tour under its management, except damage(s) caused by the active negligence and/or willful misconduct of PI, its agents, employees, contractors, subcontractors, and/or affiliated organizations.
- 3.2. Client's Indemnification. Client shall hold PI, its agents, employees, contractors and affiliated organizations harmless from, and indemnify and defend same against, any and all claims or liability for any injury (including death) or damage to any person or property whatsoever occurring during the tour, or any part thereof, when such injury or damage has been caused in part or in whole by the act, neglect, fault, or omission of Client, its agents, servants, employees, or invitees. The provisions of this Paragraph 3.2 shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

4. CANCELLATION

- 4.1. Right to Cancel. Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section 4.
- 4.2. Cancellation Schedule. Subject to the terms of the remainder of this Section 4, and provided that Client has made all payments required under the Payment Schedule, Client may cancel this Agreement by providing written notice of the cancellation to PI. Upon providing such notice, subject to Section 4.3 below, Client is entitled to return of any deposits less the applicable cancellation fee as set forth in the Cancellation Schedule set forth below.
The following fees apply for cancellations:
At any time prior to 120 days before departure the cancellation fee is \$300;
From 120 to 91 days before departure the cancellation fee is \$500;
From 90 to 61 days before departure the cancellation fee is \$700;
From 60 to 46 days before departure the cancellation fee is \$2000; and
From 45 days before departure until the departure date the cancellation fee is the full tour price.
- 4.3. Limitations on Cancellation. Notwithstanding the provisions of the preceding Section 4.2, upon providing notice of cancellation to PI, Client shall not be entitled to refund of any deposits which have been used by PI to reserve space or fares if the deposits for space or fares are non-refundable to PI from the providers. Further, in the event that the payments or deposits made by Client are less than the amounts paid by PI to reserve space or fares which are non-refundable, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to PI for any shortfall. Client shall remain liable to PI for any actual damages to PI resulting from Client's cancellation of the Agreement.

5. CLIENT'S BREACH AND DEFAULT

- 5.1. Breach. Upon the breach of any term of this Agreement, including but not limited to failure to strictly comply with the payment terms, failure to timely make Additional Deposits, or violation of any of the rules and regulations of PI, PI may, at its option, declare the Client in default and terminate its obligation to perform further under this Agreement. Upon any breach of this Agreement, by failure to make payments or otherwise, PI may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, all late payments, if accepted by PI, will be charged a late fee of one and one-half percent (1½ %) of the unpaid balance per month.
- 5.2. PI's Remedies. Upon any breach this Agreement, by failure to make a payment, or otherwise, Client forfeits its entire deposit and PI may attempt to reschedule, resell or reuse any goods or services previously purchased or reserved for Client's benefit including, but not limited to, air or other transportation and hotel accommodations.

6. JURISDICTION AND GOVERNING LAW

Any dispute of any kind arising out of or from a claimed breach of this Agreement shall be resolved in Federal Court for Orange County, California, and Client consents to venue and jurisdiction in that Court. Client further agrees that all disputes arising from this Agreement shall be resolved in accordance with California law.

7. ATTORNEY'S FEES

In the event of any legal action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

8. WAIVER

No waiver by PI of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. PI's consent to or approval of any act by Client requiring PI's consent or approval shall not be deemed to render unnecessary the obtaining of PI's consent to or approval of any subsequent act of Client.



9. NOTICES

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

10. INTEGRATION AND AMENDMENTS

The provision of this Agreement, including these Terms and Conditions and any Rules and Regulations of PI, supersede any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. To the extent it conflicts with this Agreement, any information found in any advertising material, brochure, or website is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

11. ACTS OF GOD

Client shall have the option of (1) taking a refund pursuant to the provisions for cancellation above, or (2) selecting an alternate program through PI if the tour is canceled by reason of any Act of God, such as war, labor dispute, martial law, state of emergency, earthquake, or the like.

12. TRAVEL CONDITIONS

12.1. Hotels. Hotels utilized are doubles/twins. Each room will have private facilities, including shower or bath. A supplement surcharge is applicable to participants in single accommodations.

12.2. Fluctuations, Substitutions with Group. Client may, under certain circumstances, substitute another person in their stead. Substitutions on flights are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available. PI will use its best efforts to keep the new person at the group rate.

The following fees apply for substitutions:

On or after 180 days before departure the substitution fee is \$50

On or after 120 days before departure the substitution fee is \$100

On or after 90 days before departure the substitution fee is \$150

On or after 60 days before departure the substitution fee is \$350

On or after 45 days before departure the substitution fee is \$1000

Substitutions are not possible less than 5 days before departure

*PI must receive the substitution deposit/payments before making a refund to the Client.

12.3. Rooming List and Late Changes. PI must receive the rooming lists no later than 45 days prior to departure from Client's tour organizer. Late changes in the rooming list, including name changes, additions and deletions are subject to a late change/penalty of \$25 per person. This charge covers the costs of administrative expenses, long distance telephone calls, over-night mail charges, etc.

12.4. Flight Arrangements: All flights will be by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of PI. Tour price is based on mid-week travel and air fare flying round trip from the location stated in the tour brochure. Any increase in air fare shall be borne by the participant. Airline taxes and fuel surcharges up to the amount specified in the tour brochure are included in the tour price. Client acknowledges that the tour price may be increased by PI after the date of purchase to offset increases in fees, fuel surcharges, taxes and fluctuations in foreign exchange markets or any combination thereof if additional costs are imposed by a supplier or government. The operators providing transportation are not responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. PI has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motor coach transportation. The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If Client misses any included transportation segment (e.g. flight, transfer, bus or train departure), Client is responsible to make arrangements for and to pay the cost of rejoining the group.

12.5. Deviations: Late return deviations are sometimes permitted from the original city of departure, for a minimum fee of \$175, if the class of service is still available at time of booking and if the carrier's fare rules permit the change. All deviations must be applied for by writing, faxing or emailing your request to Perform International. When a deviation is confirmed by the airline, passengers will be notified and invoiced for all charges incurred for their deviation. Each subsequent change is subject to an additional \$50 processing fee, plus airline fees once confirmed. Deviations are difficult, especially during high season, so requests must be made as early as possible. Clients who deviate must arrange for their own ground transportation to and from the airport.

13. FREQUENT FLYER PROGRAM MEMBERS

If Client desires to use frequent flyer miles for free tickets, Client will need to book its flights directly with the airline and purchase a "Land Only" package from Perform International. Perform International is unable to provide ticket copies after departure for mileage credits. Client should check with their preferred carrier to determine if Client qualifies for any mileage accrual.

14. LAND ONLY

Any Client choosing the 'Land Only' package after their initial full-tour reservation has been made in writing, faxing or emailing, is subject to a \$50 change fee up to 60 days prior to departure. Anyone changing to a 'Land Only' option 60 to 0 days prior to departure will be subject to a \$1,000 change fee. If Client chooses the 'Land Only' option must arrange for their own ground transportation to and from the airports and any mid-tour flights.

15. TOUR PRICES

The services specified are based on a minimum of number of passengers. If this quota is not reached, the price of the tour will be increased proportionately. All tour prices quoted for transportation and land arrangements are based on rates (including foreign exchange rates) and taxes in effect at time of publication and are subject to change. Adjustments will be made if the exchange rate varies more than 3% at 120 days prior to departure. Confirmation of final air and land prices and taxes will be advised at that time.

16. TRAVEL INSURANCE

Travel insurance is recommended to help cover trip cancellation/interruption, travel delay, emergency medical, baggage delay and accidental death coverage.

17. PHOTOGRAPHS AND VIDEO IMAGES

Client acknowledges that tour guides employed by PI, as well as other private individuals not employed by PI travelling with the tour, take photographs and videos from time to time during tours. In addition, PI sometimes engages professional photographers and videographers to record tour performances for promotional purposes. Client agrees that PI may use any photographs or images in which Client appears for PI's promotional purposes in any type of media, including its company website, as long as no personally identifiable information, such as an individual traveler's name, address or telephone number, is published along with any likeness or images of such person. Client hereby waives any and all claims against PI arising out of the publication of any photographs or videos taken during any tour by any other individual not employed by or otherwise affiliated with PI.



18. CALIFORNIA SELLER OF TRAVEL DISCLOSURES

PI is a registered as a seller of travel with the State of California.

Note: Registration as a seller of travel does not constitute approval by the State of California.

PI is the operator of the tour. PI's contact information is:

Perform International LLC
2344 Perimeter Park Drive, Suite 108
Atlanta, GA 30341
P: 770-220-2242
F: 719-531-5374

The total tour costs and detailed tour itinerary are contained in the brochure entitled [A Performance Tour of Europe], prepared especially for [Irvine Valley College], to which these terms and conditions are appended.

PI's cancellation policy is set forth in paragraph 4 above. Upon cancellation of the transportation or travel services to be delivered in connection with a tour, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to PI for services not provided will be promptly paid to the passenger, unless the passenger advises PI in writing, after cancellation. This provision does not apply where PI has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, PI must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

PI is not a participant in the California Travel Consumer Restitution Fund.

California law requires certain sellers of travel to have a trust account or bond. PI has a trust account.



Letter of Acceptance & Agreement

I have read the terms and conditions as outlined in this Performance Tour proposal and I agree to recruit members for this Tour. I also understand the airfare and land prices are based upon those in effect at the time of quotation and are subject to change. The itinerary and concert venues are subject to change depending upon local conditions at the time of operation. It is my understanding that Perform International will make every effort to substitute venues of equal or great quality whenever necessary.



Perform International reserves the right to vary itinerary and/or destinations and to substitute hotels if circumstances beyond its control necessitate such change(s).

I will be responsible for ensuring that all required parental release and medical forms (including proxy statements) are collected for each tour participant and maintained for a period of five (5) years after the end of the tour, and that, upon request during such period, Perform International will be provided with copies of any such forms.

Any dispute of any kind arising out of or from a claimed breach of this Agreement shall be resolved in the Superior Court of Gwinnett County, Georgia, and Client consents to venue and jurisdiction in that Court.

Matthew Tresler, DMA
Professor, Choral and Vocal Music
Irvine Valley College

Date

Roland Zuehlke, President & Co-Founder
Zoe Franciscus, Managing Director & Co-Founder
Perform International

Date



What others are saying about Perform International

ROBYN LANA

"It is always a joy and honor to collaborate with Perform International, the finest international tour company. They are masters at finding the balance between learning, performing, seeing, experiencing, and collaborating. Every international tour we have done with them has had healthy and abundantly appreciative audiences (if not standing room only), beautiful venues, and time performing with locals. You experience the country with great depth. You return a bit tired but not overly exhausted, and 100% fulfilled. PI, it was a great honor to lead the festival in Maynooth and Dublin. Thank you for your confidence in me and for your outstanding professionalism, even monitoring flight delays in case you were needed. You stand by your clinicians and your clients. Thank you from me and the Cincinnati Youth Choir."

*Robyn Lana
Founder & Managing Artistic Director
Cincinnati Children's Choir*



DR. PEARL SHANGKUAN

I kept hearing from my singers – how much they enjoyed singing to such a full and appreciative crowd. I could go on and on about the festival, just know it was an experience that I will cherish for a long time to come. PI's commitment to and follow through in giving all participants a truly rich artistic experience makes it a company after my own heart!

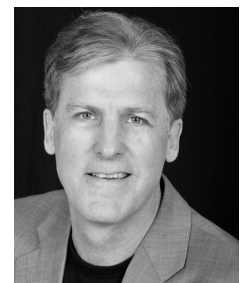
*Dr. Pearl Shangkuan
Director of Choral Activities, Calvin College, Grand Rapids MI*



DR. BRAD HOLMES

It was a fantastic tour; easily the best international trip I have taken through a company. Particularly gratifying was the final concert in Seville where the choir returned from dinner to see people standing in line waiting to enter the venue. You should extend our thanks and congratulations to the whole staff for a job well done. I'm impressed and you may count me a return customer.

*Dr. Brad Holmes
Director of Choral Programs, Millikin University*



What others are saying about Perform International continued...

DR. SHANE LYNCH

I have led many international tours in the past, with varying levels of dissatisfaction with each tour. At the heart of my disappointment was the fact that on every previous tour, the performing time--the most important part of the tour for my choirs--always seemed like an afterthought... Not so with our tour with Perform International. This trip was far and away the best international tour I have taken as a conductor; from the venues to the enthusiastic audiences to the support personnel, PI did a fantastic job. I plan on using them for all of my international travel from now on.



*Dr. Shane Lynch
Director of Choral Studies, Washington and Lee University*

DR. JONATHAN BABCOCK

"PERFORM INTERNATIONAL is a customer-focused organization that provides informed and responsible personnel to create a fantastic performance and exchange tour.

PERFORM INTERNATIONAL went above and beyond our expectations in every aspect; accommodations, exchange opportunities and pre-concert publicity."

PERFORM INTERNATIONAL provided us with a wonderful team of tour guides, drivers and coordinators. Their expertise and professionalism far exceeded our expectations."



*Jonathan Babcock D.M.A.
Associate Director of Choral Activities, Texas State University*

DR. ANTON ARMSTRONG

"I am happy to endorse my colleague and friend Dr. Gene Peterson. I believe that he is a person of integrity and class. His alliance with PERFORM INTERNATIONAL will ensure a fine experience in performance and cultural exchange, connecting people to people through the universal language of music."

*Dr. Anton Armstrong
Conductor, The St. Olaf Choir*





PERFORM INTERNATIONAL
2344 Perimeter Park Drive
Atlanta, GA 30334
Phone: 770.220.2242 Fax: 719.531.5374
info@perform-international.com

ENSEMBLE APPLICATION

PERFORMANCE TOUR OF EUROPE

Choose one: ☐ Program A ☐ Program B

Name of Conductor _____

Name of Ensemble _____

Address: _____

City / State / Zip _____

Home Phone: _____ Mobile Phone: _____

Office Phone: _____ Fax: _____

Email _____ Website _____

.....
Perform International highly recommends a Tour Contact person for each group. This person will assist the conductor in all matters relating to the tour including financial, promotional and organizational details.

Tour Contact Person (if other than conductor) _____

Address: _____

City / State / Zip _____

Home Phone: _____ Mobile Phone: _____

Office Phone: _____ Fax: _____

Email _____

.....
Choose one: ☐ Group Billing or ☐ Individual Passenger Billing

Approx. number of performers: _____ Approx. number of chaperones, family, friends & entourage: _____

Tour price that you want printed in the client Brochure: \$_____ based on _____ paying passengers.

☐ I will send a personalized letter for use in my brochures by _____ (date).

☐ Please use a standard invitation letter for my brochures.

☐ Yes, I will send a photo of myself to use in my brochures by _____ (date).

☐ No, I will not send a photo.

☐ I only need a PDF version of the Brochure.

☐ E-mail a PDF version + ship 50 printed Brochures to: ☐ Tour Conductor or ☐ Tour Contact Person (please check one)

(A street address is required for UPS delivery of brochures, tickets, etc.)

PERFORM INTERNATIONAL, 2344 Perimeter Park Drive, Atlanta, GA 30334, Phone: 770.220.2242
Fax application to: **PERFORM INTERNATIONAL** 719.531.5374

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Stadium and Site Improvement Project,
Construction Management Services Amendment No. 01, APSI
Construction Management

ACTION: Approval

BACKGROUND

On June 25, 2018, the Board of Trustees approved a Construction Management Services agreement with APSI Construction Management, for the Saddleback College Stadium and Site Improvement project in the amount of \$1,109,518. The original agreement provided for an amendment of the terms by mutual consent of both parties.

Due to delayed construction progress, weather impacts and the need to provide an independent as-built schedule, additional services and a contract extension are required.

STATUS

The required modifications contained in Amendment No. 01 are described in EXHIBIT A. Approval of the Construction Management Services amendment will result in an increase of \$538,334, for a revised contract total of \$1,647,852 and a contract extension through July 31, 2020.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 01 to the Construction Management Services agreement with APSI Construction Management, increasing the contract amount by \$538,334 and a contract extension through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,647,852.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT
TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated June 25, 2018 between APSI Construction Management and South Orange County Community College District for the Athletics Stadium and Site Improvement project at Saddleback College.

APSI Construction Management and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Article 11.17 of the original agreement provides that the Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT. Article 4.2 of the original Agreement provides for a term of 16 months with a completion date of October 31, 2019. Due to extended duration of the contract and the need to provide an independent as-built schedule, additional services in the amount of \$538,334 are necessary, and the term of the Agreement is hereby extended nine (9) months to July 31, 2020.
2. Original Contract Amount: \$1,109,518.00
Amendment No. 01: \$ 538,334.00
Total Contract Amount: **\$1,647,852.00**

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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

APSI Construction Management

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Atul Apte

Print Name: Ann-Marie Gabel

Print Title: Chief Executive Officer

Print Title: Vice Chancellor, Business Services

Date:

Date:

Email & Phone:

Email & Phone: (949)582-4405

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Stadium and Site Improvement Project, Material Testing and Inspection Services Amendment No. 02, C.E.M. Lab Corp.

ACTION: Approval

BACKGROUND

On May 21, 2018, the Board of Trustees approved an agreement with C.E.M. Lab Corp. for Material Testing and Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$472,453. On June 24, 2019, the Board of Trustees approved Amendment 01 in the amount of \$264,600. The original agreement provided for an amendment of the terms by mutual consent of both parties.

Due to the bleacher fabrication schedule exceeding the projected schedule and the need for inspection for off-site truss fabrication, additional services are required.

STATUS

The required modifications contained in Amendment No. 02 are described in EXHIBIT A. Approval of the Material Testing & Special Inspection Services amendment will result in an increase of \$311,835, and a contract extension through July 31, 2020, for a revised contract total of \$1,048,888.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 02 to the Material Testing and Inspection Services agreement with C.E.M. Lab Corp., increasing the contract amount by \$311,835, and extending the contract through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,048,888.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT
TO THE MATERIAL TESTING & SPECIAL INSPECTION SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

Amendment No: 02

THIS AMENDMENT to AGREEMENT dated May 21, 2018 between C.E.M. Lab Corp. and South Orange County Community College District for the Stadium and Site Improvement project at Saddleback College.

C.E.M. Lab Corp. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Article 11.15 of the original agreement provides that the Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT. Due to the bleacher fabrication schedule exceeding the projected schedule, and the need for inspection for off-site truss fabrication, additional services in the amount of \$311,835 are necessary. The completion date is extended by two (2) months through July 31, 2020.
2. Original Contract Amount: \$ 472,453.00
Amendment No. 1: \$ 264,600.00
Amendment No. 2: \$ 311,835.00
Total Contract Amount: \$1,048,888.00

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 Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article 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 the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

C.E.M. Lab Corp.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Soheil A. Binaei

Print Name: Ann-Marie Gabel

Print Title: President

Print Title: Vice Chancellor, Business Services

Date:

Date:

Email & Phone:

Email & Phone: (949)582-4405

TO: Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Saddleback College Gateway Building Project, Architectural Services, Harley Ellis Devereaux (HED)**ACTION:** Approval

BACKGROUND

On June 17, 2013, June 23, 2014, August 22, 2016, June 26, 2017 and April 22, 2019, the Board of Trustees approved basic aid funds totaling \$26,258,000 for the Saddleback College Gateway Building project. The State approved this project in the 2019-2020 State Budget. The total project cost is \$51,603,000 with \$25,345,000 funded by the State and the remaining amount funded by the District. Although the entire project has been approved by the State, only \$1,719,000 in matching funds will be released for preliminary plans and working drawings in 2019-2020. The construction and equipment funds will follow in subsequent budget years.

There is a need to obtain architectural services for this project.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On June 5, 2019, SOCCCD issued a Request for Proposal (RFP) to the Architectural Services Pool for design services for the Saddleback College Gateway Building project.

On July 10, 2019, eight (8) proposals were received (EXHIBIT A).

District and college Facilities staff and Gateway faculty and staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and assurance that fees are fair and reasonable. After the initial evaluation, five (5) firms were invited for interviews and oral presentations on July 23, 2019. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to HED for the Saddleback College Gateway Building project, in the amount of \$2,970,000.

Basic aid funds of \$26,258,000 and State matching funds of \$25,345,000 are available in the approved project budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Architectural Services agreement with HED for the Saddleback College Gateway Building project, in the amount of \$2,970,000.



**Request for Proposals for Architectural Services
Saddleback College Gateway Building Project**

Submittals

South Orange County Community College District

August 26, 2019

COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	INTERVIEW EVALUATION SCORE	TOTAL PROPOSED FEE
Harley Ellis Devereaux (HED)*	Los Angeles, CA	201	91	\$2,970,000**
DLR Group, Inc.	Los Angeles, CA	188	83	\$3,510,000
tBP/Architecture, Inc.	Newport Beach, CA	197	79	\$2,499,000
M. Arthur Gensler, DBA Gensler	Newport Beach, CA	187	79	\$2,290,700
HPI Architecture	Newport Beach, CA	188	78	\$3,133,441.50
Cannon Design	Irvine, CA	171	N/A	\$2,859,323
Perkins-Eastman Dougherty	Costa Mesa, CA	164	N/A	\$2,742,500
LPA	Irvine, CA	160	N/A	\$2,771,423

* Firm recommended for award of contract.

**Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.



**Request for Proposals for Architectural Services
Saddleback College Gateway Building Project**

- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team's architectural knowledge, experience and expertise in relation to the Saddleback College Gateway Building Project.
- Provided evidence of working with the Division of the State Architect.
- Demonstrated best fit in understanding the project's needs and user group's expectations.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT Saddleback College Gateway Building Project Harley Ellis Devereaux (HED)

This AGREEMENT is made and entered into this 26 day of August in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Harley Ellis Devereaux (HED), 601 S. Figueroa St., Suite 500, Los Angeles, CA 90017, (213) 542-4533 hereinafter referred to as "ARCHITECT";

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture; and

WHEREAS, DISTRICT desires to obtain architectural services for Saddleback College Gateway Building Project more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care and Professional Conduct.** The ARCHITECT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The ARCHITECT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the ARCHITECT or any sub-consultant the ARCHITECT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the ARCHITECT to provide Services in addition to, or different from, the Services described. The ARCHITECT shall advise the DISTRICT in writing of any Services that, in the ARCHITECT's opinion, lie outside of the technical and professional expertise of the ARCHITECT. The Work 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.

ARCHITECT or ARCHITECT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the

- safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for Martha Ball, Principal-in-Charge, Tom Christian, Project Manager, Duane Fisher, Project Architect, Michael Bulander, Project Designer, Jennifer Cole, Project Architect, and Patsy Shigetomi, Interior Designer (FF&E). The ARCHITECT shall designate Martha Ball, as Project Executive, and a management team of Tom Christian as Project Manager and Duane Fisher, Project Architect, Michael Bulander, Project Designer, Jennifer Cole, Project Architect, Patsy Shigetomi, Interior Designer (FF&E), and Manoucher Eslami, Architecture Discipline Lead – Qa/QC. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT’S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** 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 ARCHITECT 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. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of ARCHITECT to Other PROJECT Participants.** ARCHITECT’S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) 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. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **PROJECT Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT’S approval a schedule for the performance of the ARCHITECT’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 ARCHITECT.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT’S services consist of those described in Article 2 and further delineated in Attachment A, and include Civil, Structural, Mechanical, Electrical, Plumbing, Furniture, Fixture & Equipment, BIM/CAD/Revit Operator, Cost Estimator, Landscape, CASp, Acoustics, IT/Security, Audiovisual, Code and Fire Life Safety services necessary to produce a

- reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
- 2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The ARCHITECT 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 ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:
- a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations
 - d. Historical significance report
 - e. Soils Investigation/Geotechnical Hazard Report
 - f. Topographical survey
- 2.6. **Design Phase.**
- a. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
 - b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
- 2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission.

- The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- 2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
- 2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.13. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT'S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT'S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.

- b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
 - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.
 - d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT'S consultants, or other costs which are the responsibility of the DISTRICT.
 - e. The ARCHITECT'S evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT'S best judgment as a professional familiar with the construction industry.
 - f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
 - g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:
 - 1. give written approval of an increase of such fixed limit;
 - 2. authorize rebidding of the PROJECT within a reasonable time;
 - 3. if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
 - 4. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- 2.14. **BIM.** The ARCHITECT and their consultant shall employ Building Information Modeling (BIM) using Revit or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. Clash detection will be employed as one form of consultant coordination. The ARCHITECT will be responsible to manage the BIM model documents from the PROJECT start to finish.
- a. The ARCHITECT shall establish protocols for:
 - 1. Model origin, grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
 - b. The ARCHITECT shall:
 - 1. Facilitate collection of sub-consultants model information
 - 2. Maintain record copies of all model files

3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
 4. Perform and report on clash detection as deliverable to each phase
 5. Assist sub consultants with meeting all requirements
 - c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.
 - d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
 3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
 - e. The ARCHITECT shall allow access to the BIM documents during both bid and construction.
- 2.15. **Sustainability.** The PROJECT shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the ARCHITECT. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.17. **Coordination for Geological Report.** The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical

- Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- 2.18. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.
- 2.20. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.
- 2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.
- 2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.
- 2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.

- 2.26. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she 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 and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.
- 2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.32. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion, receive and forward to the DISTRICT

- for the DISTRICT'S review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.34. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT is required to update the DISTRICT provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. ARCHITECT to match the DISTRICT's approved naming structure, layers, colors and attributes.
- 2.35. **Punch List.** The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.
- a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT 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 ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT'S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services and changes related to design errors or omissions.

- c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
 - d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
 - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
 - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 3.3. **Construction Administration Add Service**. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence**. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term**. The construction time frame is anticipated for 17 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of October 01, 2023. The ARCHITECT'S contract terminates at completion of the warranty walk.

- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. 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. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) 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. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings 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. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
 - c. Professional Liability. To the extent 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 loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft,

sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.

- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
 - e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, 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 sub-consultant, 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. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, 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. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years

thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the 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 thirty (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, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the 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.
- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

ARTICLE 6 COMPENSATION TO THE ARCHITECT

- 6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- a. FPP Programming Confirmation \$ 89,100

b.	Schematic Design Phase	\$ 297,000
c.	Design Development Phase	\$ 445,500
d.	Construction Documents Phase	\$1,039,500
e.	Complete DSA Approval	\$ 148,500
f.	Bidding Phase	\$ 148,500
g.	Construction Administration	\$ 742,500
h.	Close Out Phase	\$ <u>59,400</u>
	TOTAL	\$2,970,000

- 6.2. **Price Inclusions.** 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 ARCHITECT, 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 Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for 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 ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.
- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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 ARCHITECT for any costs or expenses paid or incurred by ARCHITECT 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 Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.

- b. 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. ARCHITECT'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 ARCHITECT and his or her ARCHITECTS 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 ARCHITECT'S Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.
- 6.6. **Non Waiver of Rights.** 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT 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. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT 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 ARCHITECT 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. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (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. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using BIM or CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT 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 ARCHITECT 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. ARCHITECT consents to use of ARCHITECT'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 ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** 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 ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) 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 (10) 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. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT 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 ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.

- b. Unless payment in full is received by the ARCHITECT within 7 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 ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **Mediation Requirements.** 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.
- 9.2. **Arbitration.** 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 ARCHITECT, 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. **Work to Continue**. 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, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information**. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative**. 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 pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT 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 ARCHITECT, the DISTRICT Representative is:

Nawar Al Juburi, Project Manager

- 10.3. **District Notification**. The DISTRICT shall give prompt written notice to the ARCHITECT 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 ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Project Description**. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.

- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Equal Opportunity/Non-Discrimination.** ARCHITECT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- ARCHITECT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. ARCHITECT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, ARCHITECT shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.3. **Architect Accounting Records.** 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 ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than \$10,000, 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, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** 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 ARCHITECT 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. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT 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. **Governing Law.** 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. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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. ARCHITECT 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. ARCHITECT 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 ARCHITECT'S employees.
- 11.9. **Marginal Headings; Captions.** 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 ARCHITECT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, 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. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. 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 ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT 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**. ARCHITECT and all ARCHITECT'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. **Notifications**. 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 | ARCHITECT |
| Nawar Al Juburi | Martha Ball |
| Project Manager | Principal |
| South Orange County | HED |
| Community College District | 601 S. Figueroa St. |
| 28000 Marguerite Parkway | Suite 500 |
| Mission Viejo, CA 92692 | Los Angeles, CA 90017 |
| naljuburi@socccd.edu | mball@hed.design |
| COPY | |
| Priya Jerome | |
| Executive Director, Procurement, | |
| Central Services & Risk Management | |
| South Orange County | |
| Community College District | |
| 28000 Marguerite Parkway | |
| Mission Viejo, CA 92692 | |
| pjerome@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. **Entire Agreement/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.
- 11.16. **Binding Agreement**. The DISTRICT and ARCHITECT, 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. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. **Design Documents.** 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. **Submittals.** 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.
- e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- f. **Construction Contract Documents.** 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.
- g. **Substantial Completion.** 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.
- h. **Final Completion.** 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.

ARCHITECT
HED

DISTRICT
South Orange County Community College District

Martha Ball
Principal-in-Charge

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Responsibilities and Services of ARCHITECT
Attachment B Criteria and Billing for Extra Work

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this AGREEMENT.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this AGREEMENT.
4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
6. Participate in Executive level meetings, required at each design phase.
7. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
8. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
9. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this AGREEMENT through an amendment to this AGREEMENT, as an additional service.
10. Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways,

conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

11. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

12. Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

13. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing PROJECT utilities.

14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

15. 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 ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.

16. Providing interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

1. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

a. ARCHITECT'S work plan shall include allowances for the periods of time required for DISTRICT'S review and approval of submissions and for approvals by authorities having jurisdiction over the PROJECT. ARCHITECT'S work plan, when approved by DISTRICT,

shall not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT mutually agree, in writing, to a revised PROJECT schedule.

- b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Participate in a general PROJECT kick-off meeting to include the ARCHITECT'S sub-consultants, and DISTRICT staff.
 - a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.
 - b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.
 - c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.
 - d. Review and explain the task analysis and PROJECT work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
5. Probable costs prepared by the ARCHITECT:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.

- c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- d. One week prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
- e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

- 1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, ARCHITECT shall design the foundation of the PROJECT in accordance with recommendations of the DISTRICT'S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT'S use.
- 2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
- 3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
- 4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

MEETINGS

During the Architectural Programming Design Phase it is anticipated that approximately four will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT'S campus location. Decisions made at such meetings and subsequently

approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

3 copies of Program Report. (A written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations). if appropriate.

3 copies of Site Plan

3 copies of PROJECT Probable Cost

1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the DISTRICT has approved Task I as complete and has given a written Notice of proceed to ARCHITECT for Task II.

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the DISTRICT, to proceed with the Schematic Design Phase. The ARCHITECT shall prepare for the DISTRICT'S review a Schematic Design Study as follows:

1. Architectural:
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. Identify proposed roof system, deck, insulation system and drainage technique.
 - d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.

- e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
- f. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- g. Identify code requirements, include occupancy classification(s) and type of construction.

2. Structural:

- a. Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
- b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

3. Mechanical:

- a. Provide "Basis of Design Narrative"
- b. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
- c. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- d. Show selected system on drawings as follows:
 - i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - iii. Schematic piping
 - iv. Temperature control zoning.

4. Electrical:

- a. Provide "Basis of Design Narrative"
- b. Calculate overall approximate electrical loads.
- c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- d. Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components including:
 - 1. Load centers
 - 2. Main panels

3. Switch gear

- e. Identify and define the scope of data/telephone system.

5. Civil:

- a. Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

6. Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

7. CASp:

- a. Review all design documents for conformance with accessibility.

8. Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. ARCHITECT is to use DISTRICT'S standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications.

9. Probable Costs:

- a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
- c. The probable cost shall separate the PROJECT'S building cost from site and utilities cost. ARCHITECT to submit to the DISTRICT the cost estimating format for prior review and approval.
- d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS

During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ARCHITECT to address specific design issues and to facilitate

the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

DELIVERABLES

- 6 - Schematic Design Package submittal with alternatives
- 4 - Probable Cost
- 2 - A statement indicating changes made to the program design
- 2 - DSA file, including all correspondence, meeting notes, etc. to date.

PRESENTATION

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this AGREEMENT upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Schematic Design Phase.

DESIGN DEVELOPMENT

Upon written authorization by the DISTRICT to proceed with the Design Development Phase, ARCHITECT shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Architectural:
 - a. Scaled, dimensioned floor plans with final room locations including all openings.
 - b. 1/8" scale building sections showing dimensional relationships and materials.
 - c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - d. Preliminary development of details and large-scale blow-ups.
 - e. Legend showing all symbols used on drawings.
 - f. FF&E
 - i. Floor plans identifying all fixed and major movable equipment and furniture.
 1. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
 2. Facilitate coordination meetings necessary to arrive at final solution.

- ii. Develop binder including the following:
 - 1. Categories
 - a. Owner Furnished, Contractor installed
 - b. Moving Existing equipment
 - c. Information Service Equipment needs
 - d. Owner Procured with Supplier Installation
 - 2. Cut Sheets
 - 3. Cost Estimating/ Budget Development
 - iii. Coordinate Manufacturer's Showroom visits
 - iv. Support District in FF&E bid package development
 - g. Providing interior design and other similar services required for or in connection with color coordination including furnishing..
 - h. Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.
 - i. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
 - i. Light fixtures
 - ii. Ceiling registers or diffusers
 - iii. Access Panels
 - j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - k. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.
2. Structural:
- a. Structural drawing with all major members located and sized.
 - b. Establish final building and floor elevations.
 - c. Preliminary specifications.
 - d. Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
3. Mechanical:
- a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
 - b. Schedule major mechanical equipment indicating size and capacity.

- c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
4. Electrical:
- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - d. Recommendations to acquire LEED® certification.
 - e. Legend showing all symbols used on drawings.
 - f. More developed outline specifications indicating quality level and manufacturer.
5. Civil:
- a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - b. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - c. Outline specifications indicating quality level and manufacturer.
6. Landscape:
- a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
 - b. Outline specifications indicating quality level and manufacturer.
7. CASp:
- a. Review all design documents for conformance with accessibility.
8. Specification:
- DISTRICT to provide general condition specification and supplementary conditions.
9. Probable Cost:

Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT'S coordination meeting.

DELIVERABLES

- 3 - Drawings from all professional disciplines as necessary to deliver the PROJECT
- 3 - Bid Package scoping recommendation
- 2 - Binder of Catalogue Cut Sheets
- 3 - Outline Specifications
- 4 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT shall prepare from Design Development Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:
 - a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
 - c. Architectural details and large blow-ups underway.
 - d. Well-developed finish, door, and hardware schedules.
 - e. Site utility plans underway.
 - f. Fixed equipment schedules, details and identification underway.

- g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
 - i. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.
- 2. Structural:
 - a. Structural floor plans and sections with detailing well advanced.
 - b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - c. Completed cover sheet with general notes, symbols and legends.
- 3. Mechanical:
 - a. Mechanical calculations virtually completed with all piping and ductwork sized.
 - b. Large scale mechanical details underway.
 - c. Mechanical equipment schedule substantially developed.
- 4. Electrical:
 - a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
 - c. All electrical equipment schedules underway.
 - d. Special system components should be approximately located on plans.
 - e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- 5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.
- 6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- 7. CASp:
 - a. Review all design documents for conformance with accessibility.
- 8. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.

9. Specifications:

- a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
- b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS 75% STAGE[Click here to enter text.](#)

ARCHITECT must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:

- a. Virtually complete site plan.
- b. Virtually complete floor plan, elevations and sections.
- c. Architectural details and large blow-ups near completion.
- d. Finish door, and hardware schedules virtually complete, including most details.
- e. Site utility plan virtually complete.
- f. Fixed equipment details and identification virtually complete.
- g. Reflected ceiling plan virtually complete.
- h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. ARCHITECT to recommend color selection for approval by the DISTRICT.
- i. All equipment catalog cuts.

2. Structural:

Completed structural floor plans and sections with detailing well advanced.

3. Mechanical:

- a. Mechanical load calculations complete and all piping and ductwork sized.
- b. Large scale mechanical details should be substantially complete.
- c. Mechanical schedule for equipment substantially complete.

4. Electrical:

- a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - c. All electrical equipment schedules should be virtually complete.
 - d. Special system components should be located on plans.
5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
7. CASp:
 - a. Review all design documents for conformance with accessibility.
8. Specifications:

Formal review of specifications by the DISTRICT and Facilities/Maintenance group with corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

ARCHITECT must respond to/incorporate constructability comments during the previous construction document phases.

1. Architectural:
 - a. Completed site plan, floor plans, elevations and sections.
 - b. Architectural details and large blow-ups completed.
 - c. Finish, door and hardware schedules completed, including all details.
 - d. Site utility plans completed.
 - e. Fixed equipment details and identification completed.
 - f. Reflected ceiling plans completed.
2. Structural:
 - a. Structural floor plans and sections with detailing completed.
 - b. Structural calculations completed.
3. Mechanical:
 - a. Large scale mechanical details completed.
 - b. Mechanical equipment schedules completed.

- c. Completed electrical schematic for HVAC equipment.
 - d. Complete energy conservation calculations and report.
- 4. Electrical:
 - a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
 - b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - c. All electrical equipment schedules completed.
 - d. Special system components plans completed.
 - e. Electrical load calculations completed.
- 5. Civil:

All site plans, site utilities, parking and roadway systems completed.
- 6. Probable Cost:

Update and refine the 50% Construction Document Probable cost.
- 7. Specifications:
 - a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
 - b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the DISTRICT as necessary to meet maintenance requirements.
 - c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure compliance with required modifications and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S work shall consist of the following:

- 1. Drawings:

All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
- 2. Specifications:

Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.

Completely coordinated sub-consultant's work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, PROJECT Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the PROJECT documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the PROJECT not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

DELIVERABLES

Copies:

Hardcopies shall be provided for all identified number of copies and one electronic set shall be provided:

- 4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.
- 4 - Seventy five percent (75%) submittal – 4 copies of the seventy five percent (75%) working drawings, 6 specifications and 6 sets of equipment cut sheets.
- 2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50/75% CD submittal).
- 4 - One hundred percent (100%) submittal – 4 copies of the one hundred percent (100%) working drawings, 4 specifications, one (1) engineering calculations and 4 probable costs.
- 2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).
- 2 - Number of copies of all required documents necessary for DSA submittal and approval.
- 2 - A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for DISTRICT review. (Submit with all submittals, 50%, 75%, and 100%).

BIDDING PHASE

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. ARCHITECT shall assist the DISTRICT in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.

ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT'S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT'S sub-consultants as pertains to their scope of work.
2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.
4. The ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, PROJECT data, samples and change orders.
 - a. The ARCHITECT'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.
5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT'S responsibilities, shall be considered extra services.
7. ARCHITECT shall schedule weekly visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the PROJECT.
8. ARCHITECT shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos

necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT'S project manager with a narrative describing contents within 48 hours of the weekly meeting.

9. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.
10. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the PROJECT, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.
12. ARCHITECT provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

CLOSE OUT PHASE

1. The ARCHITECT'S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor's request for a punch list walk and terminates at the close out the PROJECT with the Division of the State Architect.
2. ARCHITECT including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
 - a. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
 - b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
 - c. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.
 - d. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.
3. ARCHITECT shall evaluate the success of any required maintenance period upon completion of the timeframe. ARCHITECT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.
4. ARCHITECT shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including

- consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
5. The ARCHITECT shall work with the DISTRICT and their consultants in complete close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
 6. ARCHITECT shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
4. 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.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. 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 ARCHITECT and each sub-consultant involved in the PROJECT.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principal	\$275.00
Design Director	\$225.00
Technical Director	\$ 225.00
Senior Project Manager	\$210.00

Senior Project Architect	\$210.00
Senior Designer	\$210.00
Project Architect	\$175.00
Senior Job Captain	\$175.00
Job Captain	\$150.00
Designer	\$150.00
Administrative	\$180.00
Intern	\$ 75.00

Structural Engineers ** Saiful Bouquet Structural Engineers

Managing / Senior Principal	\$235.00
Principal	\$215.00
Project Manager	\$200.00
Senior Project Engineer	\$175.00
Project Engineer	\$160.00
Senior Engineer/Senior Analyst	\$145.00
Engineer	\$135.00
Design Engineer	\$125.00
Senior Structural Coordinator	\$155.00
Revit Project Manager	\$150.00
Revit Project Draftsperson	\$135.00
Senior Revit Draftsperson	\$115.00
Revit Draftsperson	\$ 95.00
Presentation Designer	\$130.00
Administrative Assistant	\$ 90.00
Other Support Staff	\$ 80.00

Mechanical / Electrical & Plumbing Engineers ** P2S Engineering

Principal Engineer	\$283.00
Engineer Grade 05	\$236.00
Engineer Grade 04	\$229.00
Engineer Grade 03	\$197.00

Engineer Grade 02	\$181.00
Engineer Grade 01	\$161.00
Design Engineer Grade 05	\$197.00
Design Engineer Grade 04	\$181.00
Design Engineer Grade 03	\$161.00
Design Engineer Grade 02	\$142.00
Design Engineer Grade 01	\$126.00
Design Grade 04	\$135.00
Design Grade 03	\$126.00
Design Grade 02	\$116.00
Design Grade 01	\$110.00
CAD/BIM Designer Grade 04	\$111.00
CAD/BIM Designer Grade 03	\$102.00
CAD/BIM Designer Grade 02	\$ 90.00
CAD/BIM Designer Grade 01	\$ 82.00
Project Assistant	\$ 82.00

Civil Engineers ** Kimley Horn

Project Manager / Director	\$320.00
Project Engineer / Senior Project Engineer	\$230.00
Civil Engineer Designer & Engineer	\$150.00

Landscape Architects ** NUVIS

Corporate Principal	\$200.00
Principal	\$170.00
Senior Principal	\$155.00
Associate	\$140.00
CADD Technician I	\$130.00
CADD Technician II	\$120.00
Admin / Clerical	\$ 85.00

Estimator ** Rider Levett Bucknall

Principal / Cost Estimator	\$175.00
----------------------------	----------

Acoustics + AV + Security ** Acentech

Principal	\$220.00
-----------	----------

Senior Consultant	\$200.00
-------------------	----------

Consultant	\$120.00
------------	----------

Code & Fire Life Safety ** SLS

Principal Consultant	\$275.00
----------------------	----------

Senior Consultant	\$195.00
-------------------	----------

Consultant I	\$175.00
--------------	----------

CASp ** Mark Zakhour

Principal Consultant	\$165.00
----------------------	----------

** Indicates 10% administrative mark-up has been applied (*rates are subject to change, and will be adjusted annually on January 1*)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019- Amendment

ACTION: Approval

BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into the agreement to deliver Saddleback College (SC) courses to students in CUSD high schools. This partnership will provide the opportunity for students to gain an early start to a certificate and/or degree in a variety of fields. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

STATUS

Saddleback College has worked in close collaboration with CUSD to develop the College and Career Pathways (CCAP) agreement. The agreement, Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement, spring 2019-fall 2019, was approved by the District's Board on February 25, 2019. This agreement is now being amended to include a Spanish course that will be offered at San Juan Hills High School.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve amendment to the Dual Enrollment, SOCCCD (Saddleback College) – Capistrano Unified School District College & Career Access Pathways Partnership Agreement for the fall 2019 term.

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

APPENDIX- AUGUST 2019

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Saddleback College (“COLLEGE”) a college of the South Orange County Community College District, (SOCCCD), and Capistrano Unified School District (SCHOOL DISTRICT).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

- 1. CCAP AGREEMENT-**The College and School District entered into this CCAP Agreement on **January 1, 2019**, pursuant to action of the governing boards of the College and School District.

South Orange County Community College District Board Meetings:

- (a) Information Board Meeting Date: January 22, 2019
- (b) Public Comment Board Meeting Date: February 25, 2019

School District Board Meetings:

- (a) Information Board Meeting Date: January 24, 2019
- (b) Public Comment Board Meeting Date: February 27, 2019

2. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Kari Irwin	949-582-4273	kirwin@saddleback.edu
School District:	Josh Hill	949-234-9261	JJHill@capousd.org

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020 COLLEGE: Saddleback College

EDUCATIONAL PROGRAM: Spanish 10 SCHOOL DISTRICT: Capistrano Unified School District

HIGH SCHOOLS: San Juan Hills High School

TOTAL NUMBER OF STUDENTS TO BE SERVED: 25	TOTAL PROJECTED FTES: 2
---	-------------------------

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Intermediate Conversational Spanish	SPAN-10	Fall 2019- (Sept 9 late start)	1:03pm-2:45pm	Tues/Thurs	G. Beatriz	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

Designed to develop fluency in Spanish. The emphasis is on both formal and information expression and conversation in Spanish.

5. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Spanish 10	N/A	\$0	N/A	\$0

Note: All referenced Sections from AB 288 (Education Code 76004)

6. FACILITIES USE

6.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

6.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
San Juan Hills High School	Various	Tuesday/Thursday	1:03pm-2:45pm

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Kirsten Vital

Print Title: Superintendent

Date: _____

SOUTH ORANGE COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Acceptance – Irvine Valley College Innovation and Effectiveness Grant Agreement

ACTION: Approval

BACKGROUND

The Institutional Effectiveness Partnership Initiative (IEPI) is a program funded through the California Community Colleges Chancellor's Office that provides technical assistance in the areas of academic affairs, student services, workforce and economic development, research, and fiscal matters. An IEPI team comprised of volunteer experts from California community colleges visits the applicant campus to evaluate the request for funding and assistance. Irvine Valley College (IVC) submitted a letter of interest in October 2018 for assistance to improve and promote team-building communication and cultural competency activities and college-wide in-depth diversity training. This program is administered through the Santa Clarita Community College District (SCCCD).

STATUS

IEPI approved IVC's request for funding and scheduled visits in April and May 2019. The IEPI team heard from college constituency groups and returned six weeks later with feedback from the initial visit and presented the college with a menu of options. This document was used to draft IVC's Institutional Innovation and Effectiveness Plan, as presented in EXHIBIT C. This was a collaborative effort and the final draft was reviewed by IVC's President's Council and signed by the college president and Academic Senate president. The plan was submitted to SCCC in exchange for the Innovation and Effectiveness Grant Agreement in the amount of \$200,000, as presented in EXHIBIT B. The grant abstract, as presented in EXHIBIT A, provides a brief overview of the project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Innovation and Effectiveness Grant Agreement and accept this award for one-time funds in the amount of \$200,000 from the Santa Clarita Community College District for a term of twelve months.


SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: IRVINE VALLEY COLLEGE

- () GRANT APPLICATION ABSTRACT
(X) GRANT ACCEPTANCE ABSTRACT
() GRANT RENEWAL ACCEPTANCE ABSTRACT
() REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** IEPI Team-Building for Communications, Cultural Competency, and Diversity
2. **PROJECT DIRECTOR:** Dr. Linda Fontanilla
3. **PROJECT ADMINISTRATOR:** Dr. Glenn Roquemore
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office (CCCCO)
5. **FUNDING SOURCE:** Institutional Effectiveness Partnership Initiative program (IEPI)
6. **STARTING AND ENDING DATES OF THE PROJECT:** 08/27/2019 thru 08/26/2020
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**
Irvine Valley College (IVC) has received an award from the Institutional Effectiveness Partnership Initiative (IEPI) program administered through Santa Clarita Community College District. The funding supports objectives and action steps developed through the college's shared governance process for team-building communication and cultural competency activities and college-wide in-depth diversity training.
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$200,000	\$	\$	\$200,000

9. **APPROVALS**


Division/School Dean


Vice President of Instruction/Students


President

Vice Chancellor, Technology & Learning Services

Chancellor

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 0.00	\$	
2000 Classified Salaries	\$ 0.00	\$	
3000 Benefits	\$ 0.00	\$	
4000 Supplies	\$ 0.00	\$	
5000 Contracted Services and Other Expenses	\$ 200,000.00	\$	
6000 Capital Outlay	\$ 0.00	\$	
7000 Other Charges (e.g.: Indirect Costs)	\$ 0.00 \$ 0.00	\$	
TOTALS	\$ 200,000.00	\$	

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1.	[]	[]	[]	[]
2.	[]	[]	[]	[]
3.	[]	[]	[]	[]
4.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location

- | | | | | |
|-------------------------|-----------------------------|---------------------------------------|--|------------|
| •Retail
•Hospitality | •Technology
•Health Care | •Real Estate Public
•Manufacturing | •Public: City, Education, Municipalities
•Charitable Non-Profit | •Financial |
|-------------------------|-----------------------------|---------------------------------------|--|------------|

Partnership Name/Location

- | | | | | |
|-------------------------|-----------------------------|---------------------------------------|--|------------|
| •Retail
•Hospitality | •Technology
•Health Care | •Real Estate Public
•Manufacturing | •Public: City, Education, Municipalities
•Charitable Non-Profit | •Financial |
|-------------------------|-----------------------------|---------------------------------------|--|------------|

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

INNOVATION AND EFFECTIVENESS GRANT AGREEMENT

South Orange County Community College District

This Innovation and Effectiveness Grant Agreement ("Agreement") is between Santa Clarita Community College District ("SCCCD"), a California community college district and political subdivision of the State of California, and **South Orange County Community College District, on behalf of Irvine Valley College** ("Applicant District"). SCCCD and Applicant District are also referred to collectively as the "Parties" and individually as "Party."

APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES:

1. **Project Implementation**– Applicant District must submit a completed Innovation and Effectiveness Grant Application ("Application") attached hereto as Exhibit A and made a part hereof. Applicant District will work to complete the Project as defined in Application based on College Innovation and Effectiveness Plan.
2. **Grant Funding** - Applicant District shall receive funding in the amount listed on the Application within thirty (30) days of District's receipt of a fully-executed Agreement.
3. **Term** – Applicant District will have a period of twelve (12) months from the date of last signature on this Agreement to expend the funds received through the Institutional Effectiveness Partnership Initiative (IEPI) program ("Term"). Any request for extension will be subject to the written approval of SCCCD. Any unused funds will be required to be returned per SCCCD's directions.
4. **Quarterly Reports** - Applicant District agrees to complete and submit quarterly progress and expenditure reports beginning the end of the first full quarter, documenting the progress and funds expended to date per the Application within twenty (20) days of the end of each quarter. The end dates of each quarter are as follows: March 31, June 30, September 30 and December 31. Applicant District must use the Quarterly Report template attached hereto as Exhibit B. If Applicant District's quarterly expenditures are lower than expected, Applicant District must provide additional information and indicate the timeframe in expending the balance.
5. **Final Report** - Applicant District agrees to complete and submit a report to SCCCD, documenting the impact and results of the College Innovation and Effectiveness Plan and grant funding, and the final accounting within twenty (20) days of the end of the twelve (12) month Term, including proof of expenditure i.e., District check, and invoice. Applicant District must use the template attached hereto as Exhibit B.
6. **Document Retention** – In accordance with State requirements regarding the use of Grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by SCCCD, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the Grant.
7. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the approved expenditures after SCCCD has approved the Application without written authorization by SCCCD. Unauthorized changes will not be paid by SCCCD.
8. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's policies and procedures.
9. **Indemnification** - Applicant District agrees to defend, hold harmless and indemnify SCCCD, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Applicant District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by SCCCD. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

SCCCD agrees to defend, hold harmless and indemnify Applicant District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by SCCCD, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Applicant District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

10. **Assumption of Risk** - Applicant District hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action occurring to Applicant District arising in any way whatsoever as a result of engaging in the activities described in the Application or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. Applicant District does for itself, its heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for itself, and agrees that under no circumstances will it or its heirs, executors, administrators and assigns prosecute, present any claim against the SCCCD or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.
11. **Trademark/Logo Use**. Applicant District must obtain written approval from SCCCD's Public Information Office ("PIO") to use SCCCD's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Applicant District with camera-ready artwork for such use. SCCCD, at its sole discretion, may limit or otherwise place conditions on Applicant District's use of SCCCD's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Applicant District shall not revise, change, or otherwise alter any material related to SCCCD's name and/or logo without written consent from SCCCD.
12. **Creative Commons Attribution License**: Applicant District agrees that any works created under the Institutional Effectiveness and Technical Assistance Grant funded by the California Community Colleges Chancellor's Office carries the Creative Commons Attribution License that gives permission to the public to reproduce, distribute, perform, display, or adapt the licensed materials for any purpose so long as the user gives attribution to the author.
13. **Termination**. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, SCCCD shall compensate Applicant District only for services satisfactorily rendered to the date of termination. Written notice by SCCCD shall be sufficient to stop further performance of services by Applicant District. In such case, notice shall be deemed given when received by the Applicant District or no later than three (3) days after the day of mailing, whichever is sooner.
14. **Assignment**. The obligations of the Applicant District pursuant to this Agreement shall not be assigned by the Applicant District without the express, written approval of the SCCCD.
15. **Compliance With Applicable Laws**. The Applicant District's obligations completed herein must meet the approval of the SCCCD and shall be subject to the SCCCD's general right of inspection to secure the satisfactory completion thereof. Applicant District 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 Applicant District, Applicant District's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If Applicant District fails to comply with any applicable Rule, Applicant District shall address the issue immediately at no additional cost to SCCCD.
16. **Permits/Licenses**. Applicant District and all Applicant District'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.
17. **Entire Agreement/Amendment**. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by SCCCD's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

18. **Exhibits**. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

19. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against SCCCD on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
20. **Non-Discrimination.** Applicant District agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by SCCCD, on the basis of 1. race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
21. **Non-Waiver.** The failure of SCCCD or Applicant District 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.
22. **Notice.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: Santa Clarita Community College District
Attn: Assistant Superintendent/VP Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476
Fax: (661) 362-5480

Applicant District: **South Orange County Community College District**
Ann-Marie Gabel
28000 Marguerite Parkway
Mission Viejo, CA, 92692
(949) 582-4664
agabel@socccd.edu

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

23. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

APPLICANT APPROVER	DISTRICT	BOARD-AUTHORIZED	SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY: _____	Signature of Authorized Representative	BY: _____	Signature of Authorized Representative
Print Name Ann-Marie Gabel		Print Name Barry Gribbons	
Print Title Vice Chancellor, Business Services		Print Title Deputy Chancellor	
Date _____		Date _____	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

South Orange County Community College District

2 Business name/disregarded entity name, if different from above

DBA Irvine Valley College and Saddleback College

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Public School

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

28000 Marguerite Parkway

6 City, state, and ZIP code

Mission Viejo, CA 92692

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

9 5 - 2 4 7 9 8 7 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Handwritten Signature]

Date ►

5/23/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT A

SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("SCCCD")
Application
Innovation and Effectiveness Grant Request

PROJECT #

THIS BOX TO BE COMPLETED
BY SCCC

DISTRICT INFORMATION ("Applicant District")

District Name	South Orange County Community College District
College Name	Irvine Valley College
Street Address	28000 Marguerite Parkway
City State, Zip	Mission Viejo, CA 92692

APPLICANT DISTRICT/COLLEGE CONTACT INFORMATION

Primary (District)			
Contact Name	Priya Jerome		
Title	Executive Director - Procurement, Central Services, and Risk Management		
Email Address	PJerome@socccd.edu		
Telephone	(949) 582-4405	FAX #	
Secondary (College)			
Contact Name	Linda Fontanilla		
Title	Vice President, Student Services		
Email Address	lfontanilla@ivc.edu		
Telephone	(949) 451-5624	FAX #	

DESCRIBE THE GRANT REQUEST AS STATED IN YOUR INNOVATION AND EFFECTIVENESS PLAN:

Irvine Valley College's Institutional Innovation and Effectiveness Plan will address the following areas of focus

1. Team-Building Communication Activities
2. Team-Building Cultural Competency Activities
3. In-Depth Diversity Training

Objectives and Action Steps were created through the college's shared governance model and all constituency groups were invited to participate.

TERM (NOT TO EXCEED TWELVE (12) MONTHS):

12 Months

AMOUNT REQUESTED:

\$200,000

(not to exceed \$200,000)

Please attach:

- Attachment A - Application Budget Summary
- Attachment B - College Innovation and Effectiveness Plan

Attachment A Application Budget Summary

Object Code of Expenditure	Object Code Description	Project Funds Requested	Detailed Description of Proposed Expenditure
5000	Other Operating	\$27,000	Consultant to establish employee professional development framework for on-going needs
5000	Other Operating	\$5,000	Consultant for ASCCC and CCLC Collegiality in Action Summit at IVC to discuss assistance opportunities to improve civility
5000	Capital Outlay	\$56,000	Promote awareness through campus community via Active Calendar Software set-up/implementation and Video Platform
5000	Other Operating	\$52,000	Consultants - Diversity, Cultural Competence, Social Justice for Summit
5000	Other Operating	\$40,000	Consultant to provide and facilitate Race and Diversity Training Modules
5000	Other Operating	\$20,000	Consultants from NaBITA
	TOTAL:	\$200,000	

NOTE: Fringe benefits and indirect costs are not allowable expenditures under the Grant.



California
Community
Colleges



INSTITUTIONAL EFFECTIVENESS
PARTNERSHIP INITIATIVE

**Institutional Effectiveness Partnership Initiative
Partnership Resource Teams
Institutional Innovation and Effectiveness Plan
Date: May 22, 2019**

Name of Institution: Irvine Valley College

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
A. Student Services Team-Building: Communication	1. Educate faculty and staff on how communications and decision making of State and Federal policies may affect various departments.	a. A&R Management b. HWC Management c. PEC	a. Fall 2019 and Spring 2020 b. Fall 2019 and Spring 2020 c. Ongoing	a. Conduct FERPA training to inform college employees of our legal responsibilities regarding student records and information b. Conduct HIPAA training to inform college employees on proper reporting procedures regarding students' health records. c. Assess ongoing needs for training across campus.	a. FERPA training completed; participants surveyed on learning outcomes. b. HIPAA training completed; participants surveyed on learning outcomes. c. Gather feedback from constituency groups.	
	2. Expand employee and student awareness and recognition of the college, its programs, activities, people, offerings and events through increased campus-wide employee communication (inclusive of ATEP) through a variety of modes.	Marketing & Creative Services	a. Fall 2019 b. Fall 2019 c. Fall 2019 d. Fall 2019 e. Fall 2019 f. Spring 2020	a. Create and implement a communications plan that includes a strategy to increase communication related to student equity programs, services and events. b. Further develop existing communication tools that celebrate faculty/staff and student achievements and showcase the very best that IVC has to offer across multiple communication channels, including email. c. Communicate processes for faculty/staff and students to submit events for publicity as well as story ideas. d. Develop and implement guidelines for electronic newsletters sent to the college community, including both students and faculty/staff.	a. Communication plan implemented. b. Communication tools deployed. c. Communication methodology implemented. d. Guidelines implemented. e. Platform implemented. f. Audit process implemented; audit group established.	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
				<ul style="list-style-type: none"> e. Develop and implement a platform for video updates as an alternative dissemination method for multiple audiences. f. Implement a plan to make campus-wide communications more accessible and user-friendly. <ul style="list-style-type: none"> • Develop and implement an information/resource audit process to review all the material presently on Inside IVC • Work with IT, MCS, Academic Affairs and Classified Senate to establish a small work group to begin this audit 		
	3. Extend professional development opportunities to more faculty and staff.	<ul style="list-style-type: none"> a. PEC b. VPs/Managers c. PD Committee d. VPI 	<ul style="list-style-type: none"> a. Fall 2019 b. November 2019 c. Spring 2020 d. December 2019 	<ul style="list-style-type: none"> a. Establish a tri-chair shared governance committee for professional development. b. Duplicate Student Services training model across campus. c. Create a landing page for all PD that routes PD requests/inquiries based on employee classification to constituent group committees. d. Evaluate compensating adjunct faculty to encourage attendance at PD events, and take action in accord with the findings. 	<ul style="list-style-type: none"> a. Committee established. b. Model expanded as specified. c. Landing page created. d. Evaluation completed and action taken as appropriate. 	
	4. College President and Vice Presidents foster communication through active participation in college constituency groups and student events.	President, Vice Presidents	<ul style="list-style-type: none"> a. 2019-20 Academic Year b. August 2019 and ongoing 	<ul style="list-style-type: none"> a. President/VPs attend Academic Senate and Classified Senate meetings on a regular basis and/or as requested. b. College administration will increase presence and accessibility on campus. 	<ul style="list-style-type: none"> a. Evaluate feedback from meetings. b. Assess interactions and campus climate survey. 	
	5. Increase awareness around civility in the workplace, including verbal dialogue, written communications, and	<ul style="list-style-type: none"> a. IVC/President b. SOCCCD HR c. AS President 	<ul style="list-style-type: none"> a. March 2020 b. January 2020 c. April 2020 	<ul style="list-style-type: none"> a. Discuss and demonstrate the importance of effective communications in emails. b. Conduct the SOCCCD Human Resource presentation on Civility. 	<ul style="list-style-type: none"> a. Presentation learning outcomes evaluation. b. Employee survey on awareness of civility, 	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
	daily interactions with colleagues and students.			c. Invite ASCCC and CCLC representatives to host Collegiality in Action summit to discuss assistance opportunities to improve civility.	and civility itself, in the workplace. c. Feedback and follow through from ASCCC and CCLC interactions.	
	6. Expand employee and student awareness and recognition of the college, its programs, offerings, and events in an effort to promote student access and success.	Marketing Office	a. Spring 2020 b. Spring 2020 c. Beginning Spring 2020	a. Through "active calendar" software, raise awareness of the events and information to current students through new student orientations, i.e., Laser Day, etc. Keep website up to date. Use pictures of IVC students throughout the site. b. Further develop materials that communicate IVC's work in diversity, cultural competence and inclusion. These could include newsletters, videos, social media, media releases, etc., about Pride Scholars, Dream Scholars, Elevate, new equity programs and all the supportive programs we have at IVC. c. Promote and celebrate student success stories through news releases to area newspapers, radio, and television stations, including IVCTV33.	a. Implement software usage tracking. b. A variety of communication modes implemented to address multiple media preferences. c. Monitor traffic/clicks to assess usage.	
B. Student Services Team-Building: Cultural Competency	7. Improve organizational culture to be more inclusive of a diverse population.	Office of VPSS	a. August 2019 b. August 2019 c. Late Fall 2019 d. Spring 2020	a. In Flex Week Fall 2019 Opening Session, make data presentation contrasting employee demographics with student demographics. b. In Flex Week Fall 2019 Opening Session, incorporate theme of Diversity & Inclusion. c. Host cultural competency summit for faculty, staff, administrators, students, and the community. d. Provide training modules on Race and Diversity and other training opportunities for faculty, staff, and administrators to remove/lessen implicit biases towards others.	a-b. Flex sessions held as indicated. c. Summit completed and participant evaluations completed. d. Training program implemented. e. Diversity Social Justice presentation made.	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
				e. Provide Diversity Social Justice presentation to students at Laser Welcome Week.		
C. In-depth diversity training will bridge communication gaps and promote tolerance and acceptance in daily interactions.	8. Offer advanced training to staff, faculty, and administrators on interactions with disruptive and/or violent students.	a. Office of VPSS b. BIT	a. 2019-20 Flex Weeks b. January 2020	a. Make annual presentation on recently updated manual, "Responding to Distressed, Disruptive or Threatening Students Faculty Guide," at Flex week. b. Host college-wide workshop with NaBITA consultants, Spring 2020.	a. Presentation completed. b. Workshop held.	
	9. Enhance on-going communications regarding safety strategies based on employee concerns, community data, and Clery crime statistics.	a. IVC Police b. BIT c. IVC Police/BIT d. IVC Police/BIT; IVC Webmaster e. IVC IT Dept.	a. Annually b. December 2019 c. July 2019 d. October 2019 e. March 2019	a. Regularly evaluate "Clery Compliance." b. Enhance annual Title IX training in an online module with tracking/recording capabilities. c. Implement the newly created Board Policy BP 3515 – Reporting of Crimes and Notification Protocols. d. Assess IVC web pages to ensure safety protocols and procedures are easily found. e. Explore alternative document storage/sharing software options (e.g., cloud based) in lieu of current SharePoint, and take action in accord with the findings.	a. Evaluation completed at least annually. b. Online module implemented; number of users of online module. c. BP 3515 implemented. d. Webpages revised as needed to ease access to safety protocols and procedures. e. Evaluation completed and action taken as appropriate.	

Request for IEPI Resources to Support Institutional Innovation and Effectiveness Plan

Applicable Area(s) of Focus (Copy from table above.)	Applicable Objective(s) (Copy from table above.)	Description of Resource Needed (Refer to Action Steps above as appropriate.)	Cost of Resource
A. Student Services Team-Building: Communication	3. Extend professional development opportunities to more faculty and staff.	Consultant – Establish employee professional development framework for on-going needs.	\$27,000
	5. Increase awareness around civility in the workplace, including verbal dialogue, written communications, and daily interactions with colleagues and students.	ASCCC and CCLC will present Collegiality in Action Summit at IVC to discuss assistance opportunities to improve civility.	\$5,000

Applicable Area(s) of Focus (Copy from table above.)	Applicable Objective(s) (Copy from table above.)	Description of Resource Needed (Refer to Action Steps above as appropriate.)	Cost of Resource
	6. Expand student awareness and recognition of the college, its programs, offerings, and events in an effort to promote student access and success.	Active Calendar Software set-up and implementation. Video Platform (unlimited site license)	\$41,000 \$15,000
B. Student Services Team-Building: Cultural Competency	7. Improve organizational culture to be more inclusive of a diverse population.	Consultant – Facilitation of Cultural Competency Summit	\$40,000
		Consultant – Training modules on Race and Diversity	\$52,000
C. In-depth diversity training will bridge communication gaps and promote tolerance and acceptance in daily interactions.	8. Offer advanced training to staff, faculty, and administrators on interactions with disruptive and/or violent students.	Host college-wide workshop with NaBITA consultants, Spring 2020	\$20,000
Total IEPI Resource Request (not to exceed \$200,000 per college)			\$200,000

Approval	
Chief Executive Officer	
Name: <u>GLENN R ROQUEMORE</u>	
Signature or E-signature: <u>[Signature]</u>	Date: <u>7/8/19</u>

Collegial Consultation with the Academic Senate	
Academic Senate President	
(As applicable; duplicate if needed for district-level I&EP)	
Name: <u>JUNE MCLAUGHLIN</u>	
Signature or E-signature: <u>[Signature]</u>	Date: <u>7/8/19</u>

EXHIBIT B

IEPI Innovation and Effectiveness Grant Progress Report

District Name	South Orange County Community College District
College Name	Irvine Valley College

Object of Expenditure	Budget	1 st Quarter Expenditure	1 st Quarter Balance	2 nd Quarter Expenditure	2 nd Quarter Balance	3 rd Quarter Expenditure	3 rd Quarter Balance	Final Expenditure	Final Unspent Balance
1000 Instructional Salary	0	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
2000 Noninstructional Salary	0	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
3000 Employee Benefits									
4000 Supplies and Materials	0	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
5000 Other Operating	\$200,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
6000 Capital Outlay	0	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
7000 Other Outgo	0	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
Total	\$200,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]

Summary of implementation of activities and expenditures: [INSERT]

If expenditures are lower than expected, or might appear to be lower than expected given the reporting period, please include a short description of the expected expenditures through the remaining period of the grant, and indicate whether you expect there to be an unexpended balance at the end of the one-year period of your grant:

[INSERT]

*Employee or fringe benefits are not allowable expenditures of monies awarded under this grant.



California
Community
Colleges



INSTITUTIONAL EFFECTIVENESS
PARTNERSHIP INITIATIVE

**Institutional Effectiveness Partnership Initiative
Partnership Resource Teams
Institutional Innovation and Effectiveness Plan
Date: May 22, 2019**

Name of Institution: Irvine Valley College

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
A. Student Services Team-Building: Communication	1. Educate faculty and staff on how communications and decision making of State and Federal policies may affect various departments.	a. A&R Management b. HWC Management c. PEC	a. Fall 2019 and Spring 2020 b. Fall 2019 and Spring 2020 c. Ongoing	a. Conduct FERPA training to inform college employees of our legal responsibilities regarding student records and information b. Conduct HIPAA training to inform college employees on proper reporting procedures regarding students' health records. c. Assess ongoing needs for training across campus.	a. FERPA training completed; participants surveyed on learning outcomes. b. HIPAA training completed; participants surveyed on learning outcomes. c. Gather feedback from constituency groups.	
	2. Expand employee and student awareness and recognition of the college, its programs, activities, people, offerings and events through increased campus-wide employee communication (inclusive of ATEP) through a variety of modes.	Marketing & Creative Services	a. Fall 2019 b. Fall 2019 c. Fall 2019 d. Fall 2019 e. Fall 2019 f. Spring 2020	a. Create and implement a communications plan that includes a strategy to increase communication related to student equity programs, services and events. b. Further develop existing communication tools that celebrate faculty/staff and student achievements and showcase the very best that IVC has to offer across multiple communication channels, including email. c. Communicate processes for faculty/staff and students to submit events for publicity as well as story ideas. d. Develop and implement guidelines for electronic newsletters sent to the college community, including both students and faculty/staff.	a. Communication plan implemented. b. Communication tools deployed. c. Communication methodology implemented. d. Guidelines implemented. e. Platform implemented. f. Audit process implemented; audit group established.	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
				<ul style="list-style-type: none"> e. Develop and implement a platform for video updates as an alternative dissemination method for multiple audiences. f. Implement a plan to make campus-wide communications more accessible and user-friendly. <ul style="list-style-type: none"> • Develop and implement an information/resource audit process to review all the material presently on Inside IVC • Work with IT, MCS, Academic Affairs and Classified Senate to establish a small work group to begin this audit 		
	3. Extend professional development opportunities to more faculty and staff.	<ul style="list-style-type: none"> a. PEC b. VPs/Managers c. PD Committee d. VPI 	<ul style="list-style-type: none"> a. Fall 2019 b. November 2019 c. Spring 2020 d. December 2019 	<ul style="list-style-type: none"> a. Establish a tri-chair shared governance committee for professional development. b. Duplicate Student Services training model across campus. c. Create a landing page for all PD that routes PD requests/inquiries based on employee classification to constituent group committees. d. Evaluate compensating adjunct faculty to encourage attendance at PD events, and take action in accord with the findings. 	<ul style="list-style-type: none"> a. Committee established. b. Model expanded as specified. c. Landing page created. d. Evaluation completed and action taken as appropriate. 	
	4. College President and Vice Presidents foster communication through active participation in college constituency groups and student events.	President, Vice Presidents	<ul style="list-style-type: none"> a. 2019-20 Academic Year b. August 2019 and ongoing 	<ul style="list-style-type: none"> a. President/VPs attend Academic Senate and Classified Senate meetings on a regular basis and/or as requested. b. College administration will increase presence and accessibility on campus. 	<ul style="list-style-type: none"> a. Evaluate feedback from meetings. b. Assess interactions and campus climate survey. 	
	5. Increase awareness around civility in the workplace, including verbal dialogue, written communications, and	<ul style="list-style-type: none"> a. IVC/President b. SOCCCD HR c. AS President 	<ul style="list-style-type: none"> a. March 2020 b. January 2020 c. April 2020 	<ul style="list-style-type: none"> a. Discuss and demonstrate the importance of effective communications in emails. b. Conduct the SOCCCD Human Resource presentation on Civility. 	<ul style="list-style-type: none"> a. Presentation learning outcomes evaluation. b. Employee survey on awareness of civility, 	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
	daily interactions with colleagues and students.			c. Invite ASCCC and CCLC representatives to host Collegiality in Action summit to discuss assistance opportunities to improve civility.	and civility itself, in the workplace. c. Feedback and follow through from ASCCC and CCLC interactions.	
	6. Expand employee and student awareness and recognition of the college, its programs, offerings, and events in an effort to promote student access and success.	Marketing Office	a. Spring 2020 b. Spring 2020 c. Beginning Spring 2020	a. Through "active calendar" software, raise awareness of the events and information to current students through new student orientations, i.e., Laser Day, etc. Keep website up to date. Use pictures of IVC students throughout the site. b. Further develop materials that communicate IVC's work in diversity, cultural competence and inclusion. These could include newsletters, videos, social media, media releases, etc., about Pride Scholars, Dream Scholars, Elevate, new equity programs and all the supportive programs we have at IVC. c. Promote and celebrate student success stories through news releases to area newspapers, radio, and television stations, including IVCTV33.	a. Implement software usage tracking. b. A variety of communication modes implemented to address multiple media preferences. c. Monitor traffic/clicks to assess usage.	
B. Student Services Team-Building: Cultural Competency	7. Improve organizational culture to be more inclusive of a diverse population.	Office of VPSS	a. August 2019 b. August 2019 c. Late Fall 2019 d. Spring 2020	a. In Flex Week Fall 2019 Opening Session, make data presentation contrasting employee demographics with student demographics. b. In Flex Week Fall 2019 Opening Session, incorporate theme of Diversity & Inclusion. c. Host cultural competency summit for faculty, staff, administrators, students, and the community. d. Provide training modules on Race and Diversity and other training opportunities for faculty, staff, and administrators to remove/lessen implicit biases towards others.	a-b. Flex sessions held as indicated. c. Summit completed and participant evaluations completed. d. Training program implemented. e. Diversity Social Justice presentation made.	

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
				e. Provide Diversity Social Justice presentation to students at Laser Welcome Week.		
C. In-depth diversity training will bridge communication gaps and promote tolerance and acceptance in daily interactions.	8. Offer advanced training to staff, faculty, and administrators on interactions with disruptive and/or violent students.	a. Office of VPSS b. BIT	a. 2019-20 Flex Weeks b. January 2020	a. Make annual presentation on recently updated manual, "Responding to Distressed, Disruptive or Threatening Students Faculty Guide," at Flex week. b. Host college-wide workshop with NaBITA consultants, Spring 2020.	a. Presentation completed. b. Workshop held.	
	9. Enhance on-going communications regarding safety strategies based on employee concerns, community data, and Clery crime statistics.	a. IVC Police b. BIT c. IVC Police/BIT d. IVC Police/BIT; IVC Webmaster e. IVC IT Dept.	a. Annually b. December 2019 c. July 2019 d. October 2019 e. March 2019	a. Regularly evaluate "Clery Compliance." b. Enhance annual Title IX training in an online module with tracking/recording capabilities. c. Implement the newly created Board Policy BP 3515 – Reporting of Crimes and Notification Protocols. d. Assess IVC web pages to ensure safety protocols and procedures are easily found. e. Explore alternative document storage/sharing software options (e.g., cloud based) in lieu of current SharePoint, and take action in accord with the findings.	a. Evaluation completed at least annually. b. Online module implemented; number of users of online module. c. BP 3515 implemented. d. Webpages revised as needed to ease access to safety protocols and procedures. e. Evaluation completed and action taken as appropriate.	

Request for IEPI Resources to Support Institutional Innovation and Effectiveness Plan

Applicable Area(s) of Focus (Copy from table above.)	Applicable Objective(s) (Copy from table above.)	Description of Resource Needed (Refer to Action Steps above as appropriate.)	Cost of Resource
A. Student Services Team-Building: Communication	3. Extend professional development opportunities to more faculty and staff.	Consultant – Establish employee professional development framework for on-going needs.	\$27,000
	5. Increase awareness around civility in the workplace, including verbal dialogue, written communications, and daily interactions with colleagues and students.	ASCCC and CCLC will present Collegiality in Action Summit at IVC to discuss assistance opportunities to improve civility.	\$5,000

Applicable Area(s) of Focus (Copy from table above.)	Applicable Objective(s) (Copy from table above.)	Description of Resource Needed (Refer to Action Steps above as appropriate.)	Cost of Resource
	6. Expand student awareness and recognition of the college, its programs, offerings, and events in an effort to promote student access and success.	Active Calendar Software set-up and implementation. Video Platform (unlimited site license)	\$41,000 \$15,000
B. Student Services Team-Building: Cultural Competency	7. Improve organizational culture to be more inclusive of a diverse population.	Consultant – Facilitation of Cultural Competency Summit Consultant – Training modules on Race and Diversity	\$40,000 \$52,000
C. In-depth diversity training will bridge communication gaps and promote tolerance and acceptance in daily interactions.	8. Offer advanced training to staff, faculty, and administrators on interactions with disruptive and/or violent students.	Host college-wide workshop with NaBITA consultants, Spring 2020	\$20,000
Total IEPI Resource Request (not to exceed \$200,000 per college)			\$200,000

Approval	
Chief Executive Officer	
Name: <u>GLENN R ROQUEMORE</u>	
Signature or E-signature: <u>[Signature]</u>	Date: <u>7/8/19</u>

Collegial Consultation with the Academic Senate	
Academic Senate President	
(As applicable; duplicate if needed for district-level I&EP)	
Name: <u>JUNE MCLAUGHLIN</u>	
Signature or E-signature: <u>[Signature]</u>	Date: <u>7/8/19</u>

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Agreement for Software Development Services, Neudesic, LLC

ACTION: Approval

BACKGROUND

On November 17, 2014, the Board of Trustees approved the Neudesic, LLC agreement for the 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.

STATUS

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
- Student Refund System
- SmartSchedule Guided Pathways Index

The work order with Neudesic, LLC (EXHIBIT A) will not exceed \$785,000 for the term of September 1, 2019 through December 31, 2019. Funding for these software development services is provided by basic aid allocations, except for the SmartSchedule Guided Pathways project which will be provided from Saddleback College Guided Pathways funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the work order with Neudesic, LLC (EXHIBIT A) for an amount not to exceed \$785,000 for the term of September 1, 2019 through December 31, 2019.

Item Submitted by: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning 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 17, 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 Date	End Date	Not to Exceed Amt.
1	SIS Enhancements - Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff.	9/1/19	12/31/19	\$550,000
2	Student Refund System – perform analysis and design for the acquisition or creation of a student refund system.	9/1/19	12/31/19	\$150,000
3	SmartSchedule Guided Pathways Index – modify the SmartSchedule class index to support a guided pathways view for students.	9/1/19	12/31/19	\$85,000

Work order approved by:
DISTRICT

Accepted by:
IT CONSULTANT

South Orange County Community College District

Neudesic, LLC

Ann-Marie Gabel
Vice Chancellor, Business Services

Parsa Rohani
Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci
Vice Chancellor, Technology and Learning Services

(Date)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Award of Contract for Consultancy Services for the District and Colleges' Facilities Master Plan Development, M. Arthur Gensler DBA Gensler

ACTION: Approval

BACKGROUND

On October 29, 2018, the Board of Trustees approved consultancy services for the Development of the District and Colleges' Education Master and Strategic Plans (EMSP). The District and consultant for the EMSP are currently assessing the external and internal environment of the District and providing recommendations on instructional and support programs to meet the changing needs of the community. The Facilities Master Plan will build upon the EMSP's foundation during a yearlong collaboration with groups such as Academic Senate, Classified Senate, Associated Student Government, faculty, staff and various management groups. This effort will define capital projects to support the EMSP findings, provide a financial resource allocation analysis and will culminate in a prioritized project implementation plan.

STATUS

On June 3, 2019, Request for Qualifications and Proposals 376D for Facilities Master Plan Development Services (RFQ&P) was issued by placing advertisements in the OC Register on June 3 and 10, 2019. The RFQ&P document was made available on the District's website, sent to the District's Architectural Services Pool and sent out to 355 additional firms through the PlanetBids system. The District further identified and reached out to 54 firms and distributed the RFQ&P. On July 11, 2019, six (6) proposals were received that were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

District and college staff evaluated the submittals. Criteria for evaluation included a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fees. After the initial evaluation, two (2) firms were invited for interviews and oral presentations on July 25, 2019. The committee recommends award of contract to M. Arthur Gensler DBA Gensler in the amount not to exceed \$677,000 as the best value and fit to the District (EXHIBIT B). The term of the contract is from August 27, 2019 through December 31, 2020.

Basic aid funds are currently available for this project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve award of the contract to M. Arthur Gensler DBA Gensler to provide consultancy services for the District and Colleges' Facilities Master Plan Development, for a cost not to exceed \$677,000 for a contract period of August 27, 2019 through December 31, 2020.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*



**Request for Qualifications & Proposals No. 376D
Facilities Master Plan Development Services**

Submittals

South Orange County Community College District

August 26, 2019

COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	INTERVIEW EVALUATION SCORE	TOTAL PROPOSED FEE
M. Arthur Gensler DBA Gensler*	Newport Beach, CA	76	86	\$677,000**
DLR Group, Inc.	Los Angeles, CA	77	82	\$794,500
tBP/Architecture, Inc.	Newport Beach, CA	63	N/A	\$330,000
Johnson Favaro	Culver City, CA	62	N/A	\$290,400
MIG, Inc.	Berkeley, CA	59	N/A	\$995,000
Darin Johnstone Architects	Los Angeles, CA	49	N/A	\$1,590,531.15

*Firm recommended for award of contract.

**Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.
- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team's Facilities Master Planning knowledge and expertise.
- Demonstrated best fit in understanding the project's needs and user group's expectations.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District (SOCCCD) ("District"), a California community college district and political subdivision of the State of California, and **M. Arthur Gensler DBA Gensler** ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) 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; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Consultant "Work"):

Consultant shall provide and deliver all aspects of services related to the Facilities Master Plan Development Services as identified in Attachment A – Revised Scope of Work, Fees and Project Schedule. The District's Request for Qualification & Proposal ("RFQ&P") No. 376D referenced herein and made a part hereof, as Attachment B and the proposal ("Proposal") submitted by Consultant to District, dated July 11, 2019, referenced herein and made a part hereof, as Attachment C are also included as reference to the scope of Consultant's services. Attachments A, B and C shall collectively be defined as the "Services to the District". The Parties understand and agree that the Agreement along with Attachment A shall be the prevailing and governing documents and that Attachments B and C are intended to cooperate and be complementary.

Consultant agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Consultant's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on August 27, 2019, and shall continue in full force and effect thereafter until and including December 31, 2020 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Consultant, as full consideration and compensation for Consultant's performance of the Work under this Agreement, a total amount not to exceed Six Hundred Seventy Seven Thousand Dollars (\$677,000.00) ("Contract Amount"). Additional details: Attachment A – Revised Scope of Work, Fees and Project Schedule dated August 6, 2019.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Consultant shall assume and pay, at Consultant's sole expense, all costs and expenses incurred by Consultant in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

i. Invoice. Consultant shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Agreement Number /Purchase Order number, and Consultant's Taxpayer Identification Number. Unless noted in Section 3A, invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District, and Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

Contractor to send invoices to AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of District. 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 his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or independent subcontractors. Consultant agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees.

7. Use of Subcontractors. Consultant must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. Materials and Expenses. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District.

9. Originality of Services.

A. Matters Produced Under this Agreement. 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. 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.

- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Consultant agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

10. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

11. Hold Harmless and Indemnification. To the fullest extent permitted by law and as a material part of this agreement, Consultant shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of Consultant or of persons acting on behalf of Consultant, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant shall hold harmless and indemnify South Orange County Community College District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Consultant's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

12. Insurance. Consultant shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California, A.M. Best rated at least A-: VII, and acceptable to DISTRICT, which will protect Consultant and DISTRICT from claims which may arise out of, or result from, Consultant's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by any sub-consultant, 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 per project coverage for:

- A. Commercial General Liability. Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
 - i. Blanket Contractual
 - ii. Broad Form Property Damage
 - iii. Products & Completed Operations
- B. Workers' Compensation and Employers Liability. Workers' Compensation and Employer's Liability insurance in accordance with the laws of the State of California. Coverage limits under the Workers' Compensation Insurance shall be in accordance with legal requirements; coverage limits under the Employers Liability insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000).
- C. Automobile Liability. Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for "Any Auto".
- D. Professional Liability. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the Term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Consultant retains a Sub-Consultant to complete any portion of Consultant's duties, Consultant shall require any such Sub-Consultant to purchase and maintain insurance coverage as provided in this Section.

Failure of the Consultant to maintain policies of insurance in the minimum coverage limits set forth herein is a material breach of this Agreement and grounds for immediate termination.

- E. The Consultant and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Agreement. The Consultant's Commercial General Liability

insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled, or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Consultant shall deliver Certificates of Insurance for the Consultant and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Agreement and the District as the Certificate Holder, along with all required endorsements. Policies of insurance required of the Consultant and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to that of the Consultant's/Subcontractor's policies of insurance.

- F. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular Agreement. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the Consultant.

13. Transportation. Consultant hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Consultant's transportation for which the Consultant shall indemnify the District in accordance with Section 13 above.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express, written approval of the District.

15. The Work 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. If District disapproves of any service provided by Consultant, or if Consultant fails to comply with any applicable Rule, Consultant shall address the issue immediately at no additional cost to District.

16. 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 Work pursuant to this Agreement.

17. Standard of Care and Professional Conduct. The Consultant will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the Consultant or any sub-Consultant the Consultant has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the Consultant to provide Services in addition to, or different from, the Services described. The Consultant shall advise the District in writing of any Services that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. The Work 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 or Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform, the Services in a manner acceptable District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

18. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

19. Employment with Public Agency. 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 Work is actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

21. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

22. Standard of Care and Professional Conduct. The Consultant will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the Consultant or any sub-Consultant the Consultant has engaged or will engage to perform the Service(s). The District shall request in writing if the District desires the Consultant to provide Services in addition to, or different from, the Services described. The Consultant shall advise the District in writing of any Services that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. The Work 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 or Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform, the Services in a manner acceptable District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

23. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and 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. Additionally, Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

24. Non-Waiver. 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.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Consultant: M. Arthur Gensler DBA Gensler
Deborah Shepley, Principal

**4675 MacArthur Ct.
Newport Beach, CA 92660
(949) 553-1676 / deborah_shepley@gensler.com**

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

28. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

29. Conflict of Interest. Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

30. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

31. Authority to Execute. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition and covenant of this Agreement.

32. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

33. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

34. Accessibility of Information Technology. Consultant hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order..

35. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private

transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;

- 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
- 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
- 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONSULTANT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____

Signature of Authorized Representative

BY: _____

Signature of Authorized

Print Name: _____

Representative Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

Facilities Planning

Contact Name: _____

Brandye D'Lena

Contact Phone & Email: _____

(949) 582-4678

ATTACHMENT A

REVISED SCOPE OF WORK, FEES AND PROJECT SCHEDULE (August 6, 2019)

Scope of work, related fees, project schedule, and stipulations for the development of the South Orange County Community College District Facilities Master Plan.

1. SCOPE OF WORK AND FEES

STEP	TASKS	FEE
1. PREPARE	<ul style="list-style-type: none"> - Collect and review all relevant planning information (including district-provided reports) - Define 'measures of success' - Assist in identifying project stakeholders - Confirm the project schedule, including all meetings, workshops and forums 	\$ 21,275
2. ANALYZE	<ul style="list-style-type: none"> - Analyze existing campus conditions (including campus context, circulation, parking, zoning, land use, infrastructure, technology and security) - Conduct day-long campus engagement forums at SC and IVC - Conduct information gathering meetings at SC and IVC - Identify key issues challenges and opportunities 	\$ 106,375
3. FRAME	<ul style="list-style-type: none"> - Translate data provided in the EMSP into a master plan space program for each campus (based on enrollment and program forecasts/projections) - Develop district-wide facilities planning principles to guide overall development - Establish campus-based planning principles to address specific issues 	\$ 42,550
4. EXPLORE	<ul style="list-style-type: none"> - Explore campus development options for IVC and SC (including massing studies) - Confirm development framework for ATEP - Strategize opportunities to maximize resources - Develop preliminary recommendations 	\$ 107,100
5. RECOMMEND	<ul style="list-style-type: none"> - Develop recommendations for long-range site and facilities development - Define project scopes , sequencing/prioritization and rough order of magnitude budgets for FMP projects - Identify funding resources and fiscal intervals - Develop project template for implementation plan (including parameters) 	\$ 107,100
6. DOCUMENT	<ul style="list-style-type: none"> - Develop Implementation Plan to include project descriptions, rough order of magnitude budgets, preliminary phasing and estimated cash flow - Assemble written and graphic narrative of entire planning process into one (1) district-wide document to include the following: District-wide Facilities Master Plan (overarching) <ul style="list-style-type: none"> o IVC Facilities Master Plan o SC Facilities Master Plan o District-wide Implementation 	\$ 261,100

	<ul style="list-style-type: none"> - Share documents with District and College leadership for review and comment - Incorporate comments into final document - Present final document for approval 	
PROFESSIONAL SERVICES FEE		\$ 645,500
REIMBURSABLE EXPENSES		\$ 31,500
TOTAL CONTRACT AMOUNT		\$ 677,000

2. PROJECT SCHEDULE

The proposed project schedule outlines anticipated periods for each of the steps outlined above, with assumptions regarding the frequency of planning committee meetings.

		2019				2020				
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1	PREPARE	■	■							
2	ANALYZE		■	■						
3	FRAME			■	■					
4	EXPLORE				■	■	■	■		
5	RECOMMEND					■	■	■	■	
6	DOCUMENT						■	■	■	■

COMMITTEE MEETINGS		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Saddleback College - 6		■	■	■	■	■	■			
Irvine Valley College - 6		■	■	■	■	■	■			
ATEP - 1					■	■				
District - 7		■		■	■	■	■	■	■	■

* Project schedule is contingent on receiving the completed EMSP with all required information by October 1, 2019

3. LIMITATIONS

The proposed scope and fee includes the following limitations:

Campus Engagement

- All District and College Leadership meetings will be led by Principal-in-Charge Deborah Shepley
- Planning Committee Meetings to be 2-3 hours
- Number of committee meetings as noted in the table above and as follows:

- Irvine Valley College Committee Meetings – 6
- Saddleback College Committee Meetings – 6
- ATEP Committee Meetings – 1
- District Planning Meetings – 7
- President’s Executive Council – up to 4
- Chancellor’s Executive Council – 1
- Board Presentation - 1
- Day-long Campus Forums:
 - 1 at Saddleback College
 - 1 at Irvine Valley College
- Information Gathering Meetings:
 - 3 at Saddleback College
 - 3 at Irvine Valley College

ATEP

- ATEP Development Framework recommendations will be validated and incorporated into the FMP

Implementation Planning

- Scopes and rough order of magnitude budgets will be developed for all projects identified in the FMP
- State cost guidelines will be used as the basis for developing rough order of magnitude budgets

Specialty Consultants

- Specialty consultants to include:
 - Program Managers (FPPS)
 - Landscape
 - Infrastructure
 - Civil

Project Schedule + District Coordination

- Schedule will begin in September 2019 and complete in May 2020
- A single point of contact at the District will coordinate all meetings and the collection of information

Final Deliverables

- One (1) district-wide document
- High Resolution PDF files of the final master plan documents
- Editable excel spreadsheet of the Implementation Plan files
- 30 copies each of the final document
 - Additional copies to be at the District’s expense for a fee of \$650/copy

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Award of Contract for Vending and Pouring Rights for Beverage Products District-wide, Bottling Group, LLC, DBA Pepsi Beverages Company

ACTION: Approval

BACKGROUND

There is an ongoing need for vending and pouring rights for beverage products District-wide. Both colleges have agreements with PepsiCo that are near/at end of term. The end of term for both contracts presented the District with an opportunity to leverage consumption volumes from both colleges to attain better pricing and contributions.

STATUS

On April 2, 2019, Request for Qualifications and Proposals 373D for Vending and Pouring Rights for Beverage Products (RFQ&P) was issued by placing advertisements in the OC Register on April 2 and 9, 2019. The RFQ&P document was also made available on the District's website. The District further identified and distributed the RFQ&P to four (4) firms. On May 3, 2019, three (3) proposals were received that were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

Based on a combination of contributions, pricing, product, qualifications and expertise, demonstrated knowledge and experience with higher education, and client references, the committee recommends award of contract to PepsiCo as the lowest cost, best value and fit to the District (EXHIBIT B). The term of the contract is for five (5) years from July 1, 2019 through June 30, 2024 and includes the following. The District successfully negotiated the following financial terms:

- \$350,000 in cash contributions (IVC: \$150,000 for 95% exclusivity and SC: \$200,000 for 98% exclusivity).
- Value contributions in the amount of \$92,000 for sponsorships and sideline kits (IVC: \$38,500 and SC: \$53,500).
- Pepsi also agreed to hold firm the current pricing at \$1.50 per bottle for an additional two years of the new agreement term with a price escalation of only 10 cents per bottle for the remaining three years of the term.
- All other packaged and post mix products are locked in at a not to exceed 3% escalation for years three through five.
- Commissions were negotiated at 30% on vending beverages estimated in the amount of \$178,200 (IVC: \$78,500 and SC: \$99,700).

- Rebates of \$2 per case sold, estimated at \$70,000 (IVC: \$30,000 and SC: \$40,000), for vended bottles and cans.

The combined estimated total contribution for the five (5) year term is \$690,200. There is no cost to the District for this contract.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve award of the contract to Bottling Group, LLC, DBA Pepsi Beverages Company to provide vending and pouring rights for beverage products District-wide, at no cost to the District, for a contract period of July 1, 2019 through June 30, 2024.



RFQ&P 373D Vending and Pouring Rights for Beverage Products

Submittals

South Orange County Community College District

August 26, 2019

COMPANY NAME	CITY	TOTAL FIVE (5) YEAR CASH SPONSORSHIP FOR SADDLEBACK COLLEGE	TOTAL FIVE (5) YEAR CASH SPONSORSHIP FOR IRVINE VALLEY COLLEGE	COMMISSION PERCENTAGE ON FULL SERVICE VENDING FOR FIVE (5) YEARS FOR BOTH COLLEGES
PepsiCo*	Baldwin Park, CA	\$200,000	\$150,000	30%
Keurig Dr. Pepper	Orange, CA	\$90,000	\$80,000	25%
Reyes Coca Cola Bottling	Orange, CA	\$60,000	\$40,000	30%

*Recommended award

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BEVERAGE VENDING SERVICES AGREEMENT**

This Agreement is made effective as of July 1 2019 (the "Effective Date"), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656, hereinafter called "VENDOR", for Irvine Valley College (the "College" or "Irvine Valley College") campus located at 5500 Irvine Center Drive, Irvine, CA 92618, Saddleback College (the "College" or "Saddleback College") campus located at 28000 Marguerite Parkway, CA 92692, the educational facilities at the Advanced Technology and Education Park (the "College" or ATEP") campus located at 1624 Valencia Avenue, Tustin CA 92782, and with the DISTRICT having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, VENDOR is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products,

WHEREAS, VENDOR desires the right to be the supplier of beverage products at Irvine Valley College and ATEP at 95% exclusivity and Saddleback College at 98% exclusivity, except with regard those locations specified herein,

WHEREAS, VENDOR has submitted a proposal dated May 3, 2019 in response to Request for Qualifications and Proposals No. 373D issued by the DISTRICT for vending and pouring rights DISTRICT-wide.

WHEREAS, the DISTRICT has determined that it is in the best interests of the DISTRICT to contract with VENDOR to provide services for the sale of beverage products at Irvine Valley College, Saddleback College, and ATEP.

WHEREAS, the parties desire to confirm the terms and conditions under which the DISTRICT will contract with VENDOR to install, operate, service, and maintain all equipment dispensing beverage products at Irvine Valley College, Saddleback College and ATEP.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 VENDOR'S SERVICES RESPONSIBILITIES

- 1.1 **Services.** The VENDOR'S services shall consist of those services performed by the VENDOR and VENDOR'S employees as enumerated in this Agreement.
- 1.2 **Standard of Care and Professional Conduct.** The VENDOR will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The VENDOR will furnish, at its expense, those Services that are set forth in this Agreement and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the VENDOR or any sub-Consultant/contractor the VENDOR has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires

the VENDOR to provide Services in addition to, or different from, the Services described. The VENDOR shall advise the DISTRICT in writing of any Services that, in the VENDOR's opinion, lie outside of the technical and professional expertise of the VENDOR. The Work 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. VENDOR or VENDOR's employees or sub-consultants/contractors who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of VENDOR's employees who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the Project by the VENDOR and shall not be re-employed to perform any of the Services or to work on the Project. VENDOR'S Product and Services shall be provided in such a manner as to avoid hindrance, interruption, or delay to daily campus operations.

1.3 **Management Services.** VENDOR'S management services shall be provided by **Janet L. Haderer**. Contact information for **Janet L. Haderer** will be provided to the representatives for Irvine Valley College's, Saddleback College and ATEP, who will act as the single point of contact between VENDOR and Irvine Valley College, Saddleback College and ATEP. If **Janet L. Haderer** is replaced with another person, the name and contact information for this person will be provided within one week in advance of this change.

- a. VENDOR shall provide one hour of local management-level participation at the quarterly Cafeteria Task Force meetings as scheduled.
- b. VENDOR shall provide a quarterly business report which includes at a minimum:
 - i. Information specific to the sale of Product through the Vending Machines including: volume, total sales minus CRV, and a comparison with the previous quarter, along with a summary of all other financial contributions made.

1.4 **Exclusive Beverage Availability Rights.** The DISTRICT hereby grants to VENDOR the following beverage availability rights:

- a. Except as provided herein, VENDOR shall have the exclusive right to make beverages available for sale and distribution on all campuses and throughout the Facilities through beverage vending machines ("Vending Machines"), through the Cafeteria, all concessions and retail locations, including the bookstore, and the right to provide all beverages sold at athletic contests, booster club activities and all other special events conducted at any location on the Campus or at the Facilities ("Special Events").
- b. Subject to the terms and conditions set forth in this Agreement, the DISTRICT agrees that Products (as defined in Section 11.5) shall be the exclusive Beverages (as defined in Section 11.5) sold, dispensed or served or available on the Campus.
- c. The only exception to VENDOR'S exclusive beverage rights at the Campus is with regard to the Cafeteria (Cafeteria Clause). VENDOR at Irvine Valley College shall have the right to 100% of Postmix Products sold in the Cafeteria and the right to 95% of the shelf space allocated to Packaged Product sold in the Cafeteria. Vendor at Saddleback College shall have the right to

100% of Postmix Products sold in Cafeteria and the right to 98% of the shelf space allocated to the Packaged Product sold in the Cafeteria. VENDOR'S equipment shall receive primary placement in the Cafeteria. Only VENDOR'S Products may be sold through VENDOR'S equipment.

- d. VENDOR shall have the exclusive right to install Beverage Vending Machines throughout the Irvine Valley College, Saddleback and ATEP campuses. After coordination and Agreement with Irvine Valley College, Saddleback College and ATEP, VENDOR shall have the further right to install additional Beverage Vending Machines in buildings and facilities acquired and/or constructed by Irvine Valley College, Saddleback College and ATEP after the date of this Agreement and per the mutual agreement between VENDOR and the College. VENDOR shall install the Beverage Vending Machines at its sole expense as coordinated with the College and with respect to location of such installation of Beverage Vending Machines.
- e. DISTRICT shall require College, the food service provider (except the items noted in the Cafeteria Clause), concessionaires and other third parties selling beverages on Campus to purchase Product directly from VENDOR at the prices established pursuant to this Agreement. These purchases will count towards the annual case/gallon threshold outlined in this Agreement.
 - i. VENDOR will provide a resale number or alternate approach to facilitate assurance of appropriate product purchase through VENDOR.

1.5 **No Competitive Products.** During the entire term of this Agreement:

- a. No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus, except as pursuant to the Cafeteria Clause pursuant to the Special Occasions/Fundraising clause of Section A of Attachment A.
- b. No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches.
- c. As of the Effective Date and with the exception of the Cafeteria Clause, no Agreement will be entered into or maintained by the School pursuant to which Competitive Products will be associated with the Irvine Valley College, Saddleback College campus in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the Irvine Valley College and Saddleback College campus.

1.6 **Marketing Rights.** The DISTRICT grants to VENDOR the following promotional rights, which are exclusive as to beverages, to:

- a. Undertake beverage promotions at or in connection with the campus and/or the Teams, including offering Products in promotional packaging bearing the College Marks on a royalty-free basis.

- b. With the exception of items noted in 1.4 c., Pepsi products shall be the only beverages that may be advertised, displayed, marketed or promoted at Irvine Valley College, Saddleback College and ATEP campus and in relationship to team events.

1.7 **Merchandising Rights.** The DISTRICT grants to VENDOR the following exclusive merchandising rights:

- a. College agrees that all Postmix Product dispensed on the Campus in disposable cups will be served in approved VENDOR-identified cups ("Approved Cups").
- b. Materials promoting the Products at the point of sale on the Campus, which will include translites and pictorials on dispensing equipment depicting approved cups and Products, will be clearly visible to the purchasing public.
- c. Product trademarks will be prominently displayed on each beverage vending machine on the Campus.
- d. College will have the right to pre-approve (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by VENDOR for use in promotional activities or otherwise in accordance with the terms of this Agreement. DISTRICT agrees that its approval hereunder will not be unreasonably withheld.
- e. College agrees that it will not, directly or indirectly (nor will College permit anyone to whom College has granted promotional, advertising, or other rights,) maintain any Agreement or relationship pursuant to which any Competitive Products are associated with the College, the Campus, or the Teams. Nothing contained herein will prevent the sale of bottle and can Competitive Products in the Cafeteria to the percentage set forth in Section 1.4.c herein nor will it prevent the on-campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.

ARTICLE 2 SCOPE OF VENDOR'S PRODUCT AND SERVICES

2.1 **Equipment.** VENDOR shall place Vending Machines and other beverage equipment necessary to dispense the Products on Campus (the "Equipment") based upon VENDOR'S survey and Irvine Valley College's, Saddleback College's and ATEP's concurrence of the Campus needs. Any vending machine installation at Irvine Valley College, Saddleback College and ATEP, shall be mutually agreed between the DISTRICT and VENDOR and subject to the DISTRICT'S prior approval of the location of the vending machine(s).

- a. VENDOR shall install the Vending Machines at its sole expense with Irvine Valley College, Saddleback College and ATEP. The DISTRICT will provide ongoing power and water service to the Equipment. VENDOR shall have the right to place full trademark panels on all sides of its Vending Machines. VENDOR shall retain title to all Vending Machines.
- b. Vending Machines will be new or like new machines with an appropriate aesthetic appearance for the campus environment. Aesthetic appearance must be maintained. As new equipment technology is released, VENDOR will work with the college for roll out. To the extent that future technology enhancements, equipment platforms or products to support

- these platforms are substantially different in scope or composition compared to existing equipment components and products, VENDOR and DISTRICT will work in good faith to negotiate the economic terms for implementation of the new technology equipment.
- c. All Vending Machines will include an intelligent power controller for cold product vending machines that meet the specifications outlined in Irvine Valley College's, Saddleback College's and ATEP's Vending/Snack Machine Energy Miser Specifications, Section 16900. All equipment brought on site will be energy star rated 2 or better.
 - d. Irvine Valley College, Saddleback College and ATEP agree that a minimum total of forty-two (42) Vending Machines shall be placed on DISTRICT Campuses throughout the Term.
 - e. VENDOR has provided one debit/credit card reader per machine of vending machines unless exemptions for certain locations are provided in writing by the college's authorized representative. All replacement machines will include debit/credit card readers. VENDOR agrees that it shall require its payment processor (with respect to credit/debit card transactions on vending machines) to be PCI DSS compliant as more fully set forth in Section 11.2.b herein.
 - f. The Equipment may not be removed from the Campus without VENDOR'S written consent, and the Irvine Valley College, Saddleback College and ATEP agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by VENDOR. At the end of the Term, VENDOR shall have the right to and, in the event another VENDOR is the successful bidder for the next term will be required to, remove all Equipment from the campus at no expense to the Irvine Valley College, Saddleback College and ATEP.
 - g. VENDOR or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.
 - h. At the beginning of this Agreement term, all coolers older than six (6) months shall be replaced with new or like new machines at all three campuses.
- 2.2 **Service.** During the Term and at no cost to the School, VENDOR will stock and service, if necessary, the Vending Machines and any additional Vending Machines determined by the parties to be installed at new locations on the Campus.
- a. Irvine Valley College, Saddleback College and ATEP and VENDOR will mutually determine an appropriate schedule for the stocking of Packaged Products in the Vending Machines. VENDOR product delivery will occur between 7:00 am and 10:00 pm.
 - b. Service calls for malfunctioning machines or out-of-stock product will be addressed promptly (within 24 hours for vending machines and 4 hours for fountain service). Service call phone numbers will be prominently displayed on all machines to facilitate service calls. Vendor repair services will occur between the hours of 7:00 am and 10:00 pm, seven days a week.
 - c. VENDOR will provide telemetry service as soon as it becomes available resulting in 24-7 central operations network notification of equipment status for repairs and fills upon receipt

of system. Telemetry service will allow machine operations to be monitored remotely by computer including tracking key operating metrics. Issues may be solved instantly through remote access including resolving dispensing issues should can dispensing get stuck.

- d. Assuming issues are unrelated to vandalism, after five repair calls on the same machine within a six month period of time, machine shall be replaced with new equipment at the discretion of the college.
- e. Irvine Valley College, Saddleback College and ATEP shall permit VENDOR, its employees, agents and representatives to enter the campus for purposes of servicing and stocking the Equipment during normal college hours.
- f. Vending Service vehicles are not permitted off-road. Asphalt pathways on Campus interiors do not have a traffic index sufficient to withstand the weight of delivery trucks. Alternate means, i.e. handcarts, will be necessary for bringing product to interior spaces of the campus. Routing approvals must be approved by the College Facilities Director prior to first service.
- g. VENDOR will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of VENDOR.
- h. VENDOR shall be responsible for the repair and replacement of the Equipment to the extent necessary as a result of theft and vandalism. College agrees to provide reasonable assistance to VENDOR in apprehending and prosecuting thieves and/or vandals. VENDOR may remove or move equipment suffering repeat theft, vandalism, destruction or loss. VENDOR shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines placed at any of the Campuses.
- i. VENDOR will provide each colleges' Vice President of Administrative Services or designee with \$25 dollars in petty cash toward refunds for machine malfunction. This amount will be replenished at the request of the Director and on an as-needed basis.

2.3 **Product.** Vending products to be offered are certain Products as determined by DISTRICT and VENDOR from time to time.

- a. VENDOR and the DISTRICT agree that, at a minimum, the following products will be available at each location on the Campus where vending machines are located: Carbonated Soft Drink Soda, Diet Carbonated Soda, Lemon/Lime Product, Cold Coffee drinks, Juice and Water Product. At least five (5) locations will provide alternative products such as sports drinks, energy drinks, juices, chilled coffee drinks, or iced tea. VENDOR will offer healthier beverage products whenever feasible.
- b. The DISTRICT agrees that, unless student survey with a high degree of validity and reliability indicates otherwise, all Vending Machines located on Campus shall vend 20 oz. and 16.9 oz. other desired product sizes wherever possible.
- c. Additional product information is included in the "Consideration" section.

ARTICLE 3 ADDITIONAL VENDOR SERVICES

Additional vending machines may be placed on campus with the written and mutual Agreement of the parties. Specific locations are not guaranteed.

ARTICLE 4 TERM

Term. The term of this Agreement shall be the five (5) year period beginning on July 1, 2019 and ending on June 30 2024.

- 4.1 **Renewal.** Both parties understand that at the termination of five years from Effective Date there is no possibility for automatic renewal.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1 **Indemnity.**

- a. VENDOR will indemnify and hold the DISTRICT, Irvine Valley College, Saddleback College and ATEP its Board of Trustees, affiliates, its respective officers, directors, employees, agents, representatives, volunteers, successors, and assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (1) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of VENDOR'S Products; and/or (iii) the negligence or willful misconduct of VENDOR.
- b. The DISTRICT will indemnify and hold VENDOR, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the DISTRICT.

- 5.2 **General Liability.** Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to include the other, and each of its affiliates, and their respective officers, directors, employees, agents, representatives, volunteers, successors, and assigns, as additional insured's on such insurance during the Term. Such insurance will contain a waiver of subrogation with regard to the additional insured's.

VENDOR shall, at VENDOR's sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California authorized insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with VENDOR's fulfillment of the obligations under this Agreement:

- A. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability, with at least the minimum limits as follows:
 - \$1,000,000.00 per occurrence and a \$2,000,000.00 general aggregate

- \$1,000,000.00 personal & advertising injury and a \$2,000,000.00 general aggregate
 - The policy shall include and be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence and a \$2,000,000.00 general aggregate or be included in the per occurrence limit above.
- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000.00 per occurrence and a \$2,000,000.00 general aggregate.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

Part A - Statutory Limits for Contractor

Part B - \$1,000,000.00 Employers' Liability

VENDOR agrees to provide an Endorsement including South Orange County Community College DISTRICT as an Additional Insured as it pertains to VENDOR's General Liability Policy. VENDOR also agrees to add verbiage to certificate and endorsement, "Such insurance as is afforded by this

Policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days from execution of this Agreement by the DISTRICT and Contractor, Contractor shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

VENDOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The policies of insurance providing the coverages referred to in clauses A and B above shall include DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

ARTICLE 6 CONSIDERATION

6.1 **Pricing.**

- a. The initial vend prices are set forth in Section 6.3 and Attachment A.
- b. Initial Post mix, bottle and can pricing and products are listed in Attachment A, Section H. Pricing is fixed through the first two (2) Agreement Years of the contract. VENDOR pricing will not exceed more than 3% escalation for non-vended products annually for Agreement Years 3 through 5 as identified in Attachment A, Section C.
- c. Pricing for all vended products pricing identified in Attachment A, Section H, is fixed through the first two (2) Agreement Years of the contract. The Maximum allowable price increase is set firm at \$0.10 for remainder of the Agreement term years 3 through 5 as identified in Attachment A, Section C.

- d. Pricing is not subject to change throughout the term of this Agreement except to effectuate provisions as set forth above.

6.2 **Annual Sponsorship Fee.** An annual sponsorship fee, as follows (the “Annual Sponsorship Fee”):

Agreement Year	Applicable Time Period Irvine Valley College	Amount	Due Date: within 60 days after:
1	July 1, 2019 – June 30, 2020	\$30,000	Execution of Agreement by parties.
2	July 1, 2020 – June 30, 2021	\$30,000	July 1, 2020
3	July 1, 2021 – June 30, 2022	\$30,000	July 1, 2021
4	July 1, 2022 – June 30, 2023	\$30,000	July 1, 2022
5	July 1, 2023 – June 30, 2024	\$30,000	July 1, 2023
Agreement Year	Applicable Time Period Saddleback College	Amount	Due Date: within 60 days after:
1	July 1, 2019 – June 30, 2020	\$40,000	Execution of Agreement by parties.
2	July 1, 2020 – June 30, 2021	\$40,000	July 1, 2020
3	July 1, 2021 – June 30, 2022	\$40,000	July 1, 2021
4	July 1, 2022 – June 30, 2023	\$40,000	July 1, 2022
5	July 1, 2023 – June 30, 2024	\$40,000	July 1, 2023

*The DISTRICT acknowledges and agrees that each Annual Sponsorship Fee payable to the DISTRICT is based on a minimum number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per the 5 year term is 70,000 (“Units Threshold”). As used herein, “Units” means Gallons and Cases (including Cases sold through Vending Machines). For the purposes of determining Units sold, 1 Case shall equal 1 Gallon. Therefore, if at the end of year 4 of the contract the volume falls between 55,000 to 52,000 Units, the DISTRICT payment will be reduced to \$60,000. If the volume falls below 52,000 Units, then the Annual Sponsorship Fee payable for the Year 5 will be reduced by a percentage equal to the percentage decrease between the Threshold and the actual number of Units sold during Years 1 through 4 or \$55,000, whichever is higher. If at the end of Year 5 the volume reaches the 70,000 case thresholds, then VENDOR will pay to the DISTRICT the remaining \$10,000.

6.3 **Commission.** Commission, as a percentage of the actual cash (“cash in bag” or “CIB”) collected by VENDOR from the Vending Machines placed at the Facilities, less any applicable fees or deposits (“Commissions”). Such Commissions shall be at the rate(s) set forth below (the “Commission Rate”) and shall be calculated as follows:

$$(CIB * Commission Rate) - Applicable CRV = Commissions due.$$

Product	Minimum Vend Price*	Commission Rate**
20 oz. carbonated soft drinks and water	\$1.50	30%
Various other Products: Example- electrolyte or caffeine enhanced beverages etc.	Up to \$3.50 depending on product	30%

*At the beginning of Year Three, VENDOR shall have the right to increase all vend prices by \$0.10.

**Commission Rate stated above shall only apply to Products sold by VENDOR through its Vending Machines at the beginning of the term. Also Attachment A, Section B.

- 6.4 **Commission Payment.** Commissions shall be remitted by VENDOR to each respective College Vice President of Administrative Services or designee within 30 days of the end of each 4-week accounting period established by VENDOR. VENDOR shall make all pertinent revenue and sales records available to DISTRICT. The DISTRICT agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by DISTRICT in writing within one year of the date such Commissions payment is due.
- 6.5 **Change to Commission Rate.** DISTRICT acknowledges and agrees that VENDOR established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, sales taxes should increase by more than five percent (5%), then VENDOR shall have the right to automatically reduce the Commission Rate by the same percentage amount.
- 6.6 **Rebates.** Each year throughout the Term, VENDOR shall calculate the total applicable cases of packaged products purchased from VENDOR by the DISTRICT and its on-campus vendors (related to beverage sales) pursuant to this Agreement (does not include Fountain, Chilled beverages and full service vend cases), and shall provide the DISTRICT with rebates calculated based on applicable amounts set forth below (the “***Rebates***”). The Rebates, if applicable, shall be paid by VENDOR within 60 days of the end of each applicable Agreement Year during the Term (Attachment A, Section D). The report immediately following the final month of each contract year shall include sufficient information to calculate the rebate amount due for that contract year.

Rebate Amount	Applicable Products
\$2.00/Case	24 pk Cases Packaged Products
\$2.00/Case	15 pk, 12-pk Cases Packaged Products

- 6.7 **Volume Incentive Fund.** The Volume Incentive will be provided in any year in which DISTRICT and any of its on-campus vendors (related to beverage sales) purchase greater than 10% of total of the threshold number of cases of packaged products, purchased directly from Pepsi from either college/campus, including full service cases and Fountain gallons. Saddleback College threshold is 6,700 cases and Irvine Valley College is 5,150 cases Pepsi will pay each CAMPUS individually a volume incentive fund in the amount of Two Dollars per Case (\$2.00) (the “***Volume Incentive Fund***”). The Volume Incentive Fund, if any, will be paid within sixty (60) days after the end of an eligible Year. (Attachment A, Section G). The report immediately following the final month of each contract year shall include sufficient information to confirm the volume incentive applies for that contract year.
- 6.8 **Additional Consideration** In addition to the consideration specified above, VENDOR shall provide the following further consideration to the CAMPUSES.
- Irvine Valley College (including ATEP): VENDOR will provide annual product donations of a total of 300 cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. bottles of Aquafina per year, provided however, that Irvine Valley College will administer all requests through a central contact. Unrequested Product donations in any Year will not be carried over to a subsequent Year.

- b. Saddleback College: VENDOR will provide annual Product donations of a total of 400 cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. bottles of Aquafina per Year, provided however, that Saddleback College will administer all requests through a central contact. Unrequested Product donations in any Year will not be carried over to a subsequent Year.
- c. Irvine Valley College (including ATEP): Annually, VENDOR shall provide scholarships funds to be distributed to Irvine Valley College students in the total amount of Six Thousand Five Hundred & 00/100 Dollars (\$6,500) (the "Scholarship Funds"). The Scholarship Funds may be deposited to the Irvine Valley Foundation Account in the name of Irvine Valley College. The scholarships recipients shall be as determined by the Irvine Valley College. VENDOR shall receive recognition for the scholarships that are awarded using the Scholarship Funds.
- d. Saddleback College: Annually, VENDOR shall provide scholarships funds to be distributed to Saddleback College students in the total amount of Nine Thousand Five Hundred & 00/100 Dollars (\$9,500) (the "Scholarship Funds"). The Scholarship Funds may be deposited to the Saddleback College Foundation Account in the name of Saddleback College. The scholarships recipients shall be as determined by the Saddleback College. VENDOR shall receive recognition for the scholarships that are awarded using the Scholarship Funds.
- e. An Initial Support Fund in the amount of One Thousand Dollars (\$1,000) (Foundation for California Community Colleges Education Grant) payable to each campus within sixty (60) days of the signing of this Agreement by both parties. The Initial Support Funds may be deposited to either the Irvine Valley Foundation Account or Saddleback College Foundation Account in the name of Irvine Valley College or Saddleback College.
- f. Sideline Kits valued at up to Two Thousand Dollars (\$2,000) (\$1,000 each campus) per year for years 1 through 5. VENDOR shall make these kits available to Irvine Valley College and Saddleback College before September 1st, each Agreement Year.
 - i. VENDOR will confirm annually the final configuration of sideline kits with Irvine Valley College and Saddleback College. The unused value of the annual sideline kit support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash refund.
- g. As has been VENDOR'S practice in responding to disaster situations, VENDOR will do whatever it can to provide water and other needed resources in the event of a disaster, including in support of emergency preparedness plans developed by our customers, including the DISTRICT. Under normal operating conditions, VENDOR will make every effort to deliver requested water supplies as quickly as is possible. During an emergency or disaster situation, however, VENDOR'S ability to deliver water supplies may be hampered by closed or damaged roadways resulting from the disaster and VENDOR'S ability to manufacture and distribute bottled water may be further hampered if VENDOR'S local plant and warehouse lose power for an extended period of time or are more seriously damaged by the natural disaster or other emergency event. Accordingly, VENDOR cannot be held responsible for failure to provide water supplies to any customer or location, under these circumstance or any other

circumstances beyond VENDOR'S control. VENDOR'S commitment to use its best efforts to provide water supplies in an emergency event will not supersede VENDOR'S commitment to the safety of its employees and VENDOR will not place any employee in a situation which may jeopardize the employee's safety and well-being. Notwithstanding the foregoing, if a state of emergency is declared at the local, state, or national level, VENDOR will abide by the directions of the law enforcement officials coordinating disaster relief efforts.

ARTICLE 7 TAXES

VENDOR shall be responsible only for the remittance of taxes on the sales of products through vending machines located at the Irvine Valley College, Saddleback and ATEP campuses. DISTRICT and College acknowledge that VENDOR is not responsible for any taxes payable, fees or other tax liability incurred by DISTRICT or College in connection with any fees payable by VENDOR under this Agreement. VENDOR shall not be assessed common area maintenance fees based on its occupation of the space allocated to Vending Machines.

ARTICLE 8 BREACH OF CONTRACT AND TERMINATION

8.1 **Vendor Termination for Breach.** If any of the material terms of this Agreement are terminated, violated, prohibited, or limited during the Term of this Agreement for any reason, including by way of final judicial opinion, imposition, or modification of any local, state or federal laws and/or regulations other than by action or inaction of VENDOR, ("Affected Rights"), then VENDOR may give the DISTRICT written notice of such event and the DISTRICT shall have a thirty (30) day period within which to cure such breach. If the DISTRICT fails to cure such breach within a thirty (30) day period, VENDOR shall have the right to:

- a.
 - i. substitute other of its Products offered by VENDOR for the Products subject to such Affected Rights;
 - ii. reduce VENDOR'S ongoing fees including support and commissions payable hereunder to an amount equal to the then-current ongoing fees VENDOR would pay for the right to market, sell or distribute the remaining Products as a result of such Affected Rights; or
- b.
 - i. terminate this Agreement in its entirety; and
 - ii. VENDOR shall, without prejudice to any other right or remedy available to VENDOR, obtain a reimbursement from the DISTRICT of any unearned Annual Sponsorship Fee paid by VENDOR to the DISTRICT for the Agreement Year in which such termination occurs. The amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Agreement Year during which such termination occurs by a fraction, the numerator of which is 14,000 Units Threshold less Actual number of Units the DISTRICT purchased that Year at the time of such termination or limitation and the denominator of which is 1/5th Unit Threshold. For example, if the DISTRICT fails to cure a

breach of the Agreement in Year Two and, at the time of termination the DISTRICT has purchased 5,000 Units from VENDOR, the reimbursement will be calculated as follows:

$$\$70,000 * 5,000 \div 14,000 = \$25,000$$

- 8.2 **DISTRICT Termination for Breach.** The DISTRICT may terminate this Agreement for any breach of this Agreement's material terms by VENDOR. The DISTRICT shall provide VENDOR with written notice of the breach and provide a thirty (30) day opportunity for VENDOR to cure such breach. If VENDOR fails to cure the breach within the thirty day period, the DISTRICT may terminate the Agreement upon written notice to VENDOR. DISTRICT shall return any unearned Annual Sponsorship Fee already paid, minus a pro-rated average of previous commissions due if any commission remains unpaid by VENDOR.
- 8.3 **Termination, other.** Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if:
- i. The other party, or any parent of such other party, shall: Have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not staying, withdrawn or settled within sixty days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e) (2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;
 - ii. File for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty days thereafter).

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, VENDOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the Agreement.
- 9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the services rendered under this Agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3 **Legal Expenses.** The DISTRICT and VENDOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **DISTRICT Provided Information.** The DISTRICT shall provide to the VENDOR information regarding requirements for the services, including information regarding the current equipment locations and potential future equipment locations.

- 10.2 **DISTRICT Representative.** Irvine Valley College and Saddleback College shall appoint a representative authorized to act on behalf of the colleges. The DISTRICT or the authorized representatives appointed by each college shall render decisions in a timely manner pertaining to requests submitted by the VENDOR. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Executive Director Procurement, Central Services & Risk Management

Priya Jerome

- 10.3 **Notification.** The DISTRICT shall give prompt written notice to the VENDOR if the DISTRICT becomes aware of any fault or defect in the equipment or services. However, the DISTRICT'S failure or omission to do so shall not relieve the VENDOR of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the equipment.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Equal Opportunity/Non-Discrimination.** VENDOR shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law. VENDOR shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. VENDOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2 **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** 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.
- a. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to VENDOR, VENDOR's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, VENDOR shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
 - b. Any system which accepts credit card information must adhere to the DISTRICT's certification requirement and pass the current version of the Payment Card Information Digital Security Standards or PCI-DSS certification. Storage and transmission of payment card information must use a PCI certified third party and not DISTRICT network resources.

- 11.3 **VENDOR Accounting Records.** 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 VENDOR, 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 five (5) years after the end of each Agreement Year with record to the records pertaining to such Agreement Year. During this time, VENDOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4 **Cumulative Rights; Non Waiver.** 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 VENDOR 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.
- 11.5 **Definitions**
- a. **Agreement Year.** Each twelve-month period beginning with the first day of the “Term” and subsequent anniversaries thereof.
 - b. **Approved Cups.** The disposable cups approved by VENDOR from time to time as its standard trademark cups and other containers approved by VENDOR from time to time and bearing the trademarks(s) or VENDOR and/or other products. In addition, VENDOR agrees that the DISTRICT shall have the right to produce limited run commemorative plastic cups reasonably acceptable to VENDOR for use at the college and that such cups shall also be considered to be Approved Cups, provided that VENDOR’S trademark(s) for VENDOR shall be included on such commemorative cups. The use and size of VENDOR’S trademark(s) on such commemorative cups shall be subject to the prior approval of VENDOR.
 - c. **Beverage(s).** All carbonated soft drinks and all non-carbonated, non-alcoholic beverages or soft drinks, including, but not limited to, fruit juices, fruit juice-containing drinks, and fruit-flavored drinks (“Fruit Drinks”); ready-to-drink chilled tea and coffee products; hypertonic, isotonic, hypotonic drinks (sports drinks and fluid replacements), and energy drinks and packaged carbonated and still waters (including spring, mineral or purified, liquid concentrate teas (LCT), and frozen carbonated and non-carbonated beverages (FB). Specifically excluded are milk, flavored milk, freshly brewed coffee, freshly brewed tea, frozen smoothies, hot chocolate or powered drink mix and water to create a coffee like drink from a dispenser, water drawn from the public water supply and bulk water coolers located in any offices, beverages which are part of a proprietary or self-branded food concept which offers specialized beverages, which includes brewed coffees, Frappuccino, espresso based drinks, their proprietary bottled lines or made to order lines, hot teas and cold tea based drinks. The DISTRICT has a vending contract for snacks (including frozen) that is separate from this beverage vending contract.
 - d. **Campus.** The entire premises of the Irvine Valley College, Saddleback College and ATEP including all athletic facilities, buildings, the grounds, parking lots, dining facilities, snack bars,

- food carts, bookstores and concession stands and, for each building, the grounds, parking lots, dining facilities, unbranded food service outlets and vending areas and the educational facilities at ATEP. For the purpose of defining exclusivity, the Irvine Valley College and Saddleback College Food Service locations, specifically the cafeteria located in the Student Services Building (the "Cafeteria"), are included in the definition of Campus, however, VENDOR'S rights with regard to the supply Packaged Product served in the Cafeteria are non-exclusive as further defined in Section 1.4.c herein. Postmix Products served in the Cafeteria will remain exclusively VENDOR product.
- e. **Cases.** The number of cases of Packaged Products purchased by the DISTRICT from VENDOR, initially delivered in quantities of 24, 15, 8 and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as agreed upon between VENDOR and college, from time to time.
 - f. **College Marks.** The Designations (as defined below) and the college's characters, colors, uniforms, emblems, designs, identifications, logos, mascots, name, each team's name, service marks, symbols, trademarks, all trade names, and other proprietary designations which are owned, licensed to or controlled by the DISTRICT and which relate to the college and the teams and which are in existence Effective Date.
 - g. **College Year.** Consecutive calendar days running from July 1st of a calendar year through June 30th of the following calendar year.
 - h. **Competitive Products.** Any and all beverages other than Products (as defined herein).
 - i. **Contract Documents.** The contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto: "SOCCCD RFQ&P No. 373D Vending and Pouring Rights for Beverage Products" (RFQ&P) and Agreement for Beverage Vending and Promotional Services SOCCCD along with its attachments and exhibits. In the case of conflict or inconsistencies, the order of precedence shall be "Agreement for Beverage Vending and Promotional Services SOCCCD along with its attachments and exhibits" as priority one and "RFQ&P" as priority two.
 - j. **Designations.** Including but not limited to: "A Proud Sponsor of Irvine Valley or Saddleback College", "Official Water and Soft Drink of Irvine Valley or Saddleback College", and "Official Sponsor of Irvine Valley or Saddleback College".
 - k. **Equipment.** The following types of equipment owned and operated by VENDOR and used to sell or dispense the Products:
 - i. Full service vending machines
 - (i) 42 total cashless units
 - (ii) 7 Glass Front Vendor to Drive Non Carb Growth

- College and VENDOR will explore additional locations for glass front vending machines. Suggested locations must be in a semi to fully protected environment.
- (iii) 35 Stack Venders
- ii. Fountain Service Equipment
 - (i) 2 Fountain Units
 - (ii) Fountain Units upgrade from 8-10 valve to expand variety
 - (iii) Innovative Urns-SoBE LW, 0 Calorie, Lipton Tea
 - (iv) Leverage Technology-Spire as available
 - iii. Coolers
 - (i) Upgrade coolers with graphics that support growth categories
 - (ii) 23 Coolers-50% Non Carb graphics.
- l. **Facilities.** The entire premises of every facility owned, leased, occupied or operated by the college, now or in the future, including all buildings, the grounds, parking lots, book stores, athletic facilities and concession stands, and for each building, the ground parking lots, and vending areas. Food Service Provider locations including associated dining areas, snack bars and food carts, while included as Facilities, have been defined separately within this Agreement.
 - m. **Food Service Provider.** Food Service Provider which may serve at the Facilities at any point during the Term. The DISTRICT acknowledges and agrees that this Agreement is based on the DISTRICT'S current operating model/use of third party Food Service Providers and if/when such Agreement between DISTRICT and Food Service Provider expires or is terminated, and the DISTRICT enters into a new arrangement with Food Service Provider; then any such new or subsequent Agreement between the DISTRICT and any Food Service Provider shall require such Food Service Provider to abide by the applicable terms set forth in this Agreement.
 - n. **Gallons.** Number of gallons of the Post-mix Products purchased by the DISTRICT from VENDOR.
 - o. **Packaged Products.** Beverages that are distributed in pre-packaged form (i.e., Bottles & Cans). A list of VENDOR'S Packaged Products is found in attached Exhibit A which may be amended upon mutual written Agreement between the parties.
 - p. **Post-mix Products.** Beverage products used to create and dispense fountain beverages. A list of VENDOR'S Post-mix Products is found in attached Exhibit A which may be amended upon mutual written Agreement between the parties.
 - q. **Products.** Post-mix Products and Packaged Products manufactured, bottled, sold and/or distributed by VENDOR and purchased directly from VENDOR or sold through full service

vending machines owned, stocked and serviced exclusively by VENDOR and include fountain drinks in the Cafeteria.

- r. **Team(s)**. All interscholastic athletic teams associated with the Irvine Valley College.
- 11.6 **Employment with Public Agency**. VENDOR, if an employee of another public agency, agrees that VENDOR 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 **Governing Law**. 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 **Independent Contractor**. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR 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. VENDOR 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. VENDOR 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 VENDOR'S employees.
- 11.9 **Marginal Headings; Captions**. 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 VENDOR and DISTRICT hereunder.
- 11.10 **Non-Assignment**. The obligations of the VENDOR pursuant to this Agreement shall not be assigned by the VENDOR. 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 VENDOR. The sale or transfer of a majority membership interest in VENDOR firm or the admission of new member to the VENDOR firm which causes there to be a change in majority ownership and / or control of VENDOR 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**. VENDOR and all VENDOR'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 **Notifications.** 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
Priya Jerome
Executive Director Procurement,
Central Services & Risk Management
SOCCCD
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

VENDOR
Pepsi Beverages Company
27717 Aliso Creek Road
Aliso Viejo, CA 92656
janet.haderer@pepsico.com

Copy to:
Ann-Marie Gabel
Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

Copy to:
Pepsi Beverages North America
1111 Westchester Avenue
White Plains, NY 10604
ATTN: Legal Department

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 herein, but all remaining provisions will remain and continue in full force and effect.

11.15 **Entire Agreement / Amendment.** This Agreement and any exhibits attached hereto represent the entire Agreement between the DISTRICT and VENDOR 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 VENDOR.

11.16 **Binding Agreement.** The DISTRICT and VENDOR, 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.

[SIGNATURE PAGE TO FOLLOW]

This Agreement entered into as of the day and year first written above.

DISTRICT

VENDOR

South Orange County Community College District

Name

Ann-Marie Gabel
Vice Chancellor, Business Services

Name
Title

(Date)

(Date)

(Taxpayer number)

**ATTACHMENT A
FINANCIAL CONTRIBUTIONS**

SECTION A: EXCLUSIVITY AND ANNUAL CASH SPONSORSHIP

1. PROPOSER CONTRIBUCTIONS FOR DEFINED EXCLUSIVITY PERCENTAGES PER THE CHART BELOW:

Category	SC	IVC	Comments
Bottles & Cans	*98%	*95%	<p>SC: Up to one refrigerator shall be dedicated to non-exclusive products including but not limited to RedBull, Dr. Pepper, and any new energy/healthy beverage brands not owned by Coca-Cola. The colleges shall have the discretion to determine product availability and identify vended locations.</p> <p>IVC: Up to one refrigerator shall be dedicated to non-exclusive products including but not limited to RedBull, Dr. Pepper, and any new energy/healthy beverage brands not owned by Coca-Cola. The colleges shall have the discretion to determine product availability and identify vended locations.</p> <p>*The exclusivity for both colleges will be reviewed, negotiated and adjusted on a quarterly basis and may be subject to a higher percentage, but shall not drop lower than the numbers indicated.</p>
Vending	100%	100%	Shall make all vended products available uniformly across both campuses. The colleges shall have the discretion to determine product availability and identify vended locations.
Post Mix Beverages	100%	100%	Shall provide one healthy fountain alternative (Stubborn Sodas) for every standard fountain machine. The colleges shall have the discretion to determine product availability and identify locations.
Water	100%	100%	Shall include the Aquafina 16.9 ounce bottle for merchandising (currently only the 20 ounce bottle is being made available).

Special Occasions / Fundraising	100%	100%	<p>Pepsi shall sell, for redistribution purposes to the colleges, at special occasion/fundraising events, any and all Pepsi branded products at a price that will either match or be lower than any price that is then available in the market.</p> <p>Non-exclusive: Periodically (up to four times per year), student fundraising activities may include featuring certain non-Pepsi branded products such as environmentally friendly packaged beverages and/or healthy beverages to promote the student cause.</p>
Other	100%	100%	<p>Fruit juices/fruit smoothies and kombucha: Naked Juice and Kevita Kombucha shall be made available. The colleges shall have the discretion to determine product availability and identify vended locations.</p>

Annual Cash Sponsorship:

ANNUAL CASH SPONSORSHIP *			
FOR ALL VENDED BEVERAGES, PACKAGED BOTTLES & CANS AND POST – MIX BEVERAGES			
YEAR	DUE	AMOUNT FOR SC	AMOUNT FOR IVC
2019 – 2020	July 31, 2020	\$40,000	\$30,000
2020 - 2021	July 31, 2021	\$40,000	\$30,000
2021 - 2022	July 31, 2022	\$40,000	\$30,000
2022 - 2023	July 31, 2023	\$40,000	\$30,000
2023 - 2024	July 31, 2024	\$40,000	\$30,000
TOTALS		\$200,000	\$150,000

* Funding based on total of 70,000 cases/gallons purchased over 5yr term. At the end of year 4 Volume totals for DISTRICT will be calculated and if volume falls below 55,000cs then payment to the campuses listed above will be made to Saddleback at \$34,000 and Irvine Valley College at \$26,000. If volume at the end of year 5 reaches the 70,000 case threshold, then Pepsi will pay then balance to Saddleback College of \$6,000 and to Irvine Valley College \$4,000 in 45 days after the end of Contract year 5.

SECTION B: COMMISSION SUPPORT ON VENDING BEVERAGE SALES

COMMISSION SUPPORT ON VENDING BEVERAGE SALES				
YEAR	% COMMISSION SADDLEBACK	MINIMUM GUARANTEED COMMISSION SADDLEBACK	% COMMISSION IVC	MINIMUM GUARANTEED COMMISSION IVC
2019 – 2020	30%	From case 1	30%	From case 1
2020 - 2021	30%	From case 1	30%	From case 1
2021 - 2022	30%	From case 1	30%	From case 1
2022 - 2023	30%	From case 1	30%	From case 1
2023 - 2024	30%	From case 1	30%	From case 1

SECTION C: PRICE INCREASE CEILING PERCENTAGE AND REBATES

PRICE INCREASE CEILING PERCENTAGE

Years 3 through 5 price increases if any for all beverage categories i.e. Vended beverages; Packaged Soft Drinks and Post Mix. There shall be no price increase for Years 1 & 2.

ANNUAL FIXED NOT TO EXCEED COMBINED PRICE CEILING PERCENTAGE - SADDLEBACK	
YEAR	ALL BEVERAGES
2021- 2022	3.0% Excluding Vending Vending Increase \$.10
2022- 2023	3.0% Excluding Vending
2023- 2024	3.0% Excluding Vending

ANNUAL FIXED NOT TO EXCEED COMBINED PRICE CEILING PERCENTAGE - IVC	
YEAR	ALL BEVERAGES
2021 - 2022	3.0% Excluding Vending Vending Increase \$.10
2022 - 2023	3.0% Excluding Vending
2023 - 2024	3.0% Excluding Vending

SECTION D: REBATES

Rebate proposal for all beverage categories i.e. Vended beverages; Packaged Bottles and Cans and Post – Mix Beverages.

ANNUAL REBATE - SADDLEBACK	
YEAR	ALL BEVERAGES
2019 - 2020	\$2.00 per case on Bottle and Can only no Ftn or Vending
2020 - 2021	\$2.00 per case on Bottle and Can only no Ftn or Vending
2021 - 2022	\$2.00 per case on Bottle and Can only no Ftn or Vending
2022 - 2023	\$2.00 per case on Bottle and Can only no Ftn or Vending
2023 - 2024	\$2.00 per case on Bottle and Can only no Ftn or Vending

ANNUAL REBATE - IVC	
YEAR	ALL BEVERAGES
2019 - 2020	\$2.00 per case on Bottle and Can only no Ftn or Vending
2020 - 2021	\$2.00 per case on Bottle and Can only no Ftn or Vending
2021 - 2022	\$2.00 per case on Bottle and Can only no Ftn or Vending
2022 - 2023	\$2.00 per case on Bottle and Can only no Ftn or Vending
2023 - 2024	\$2.00 per case on Bottle and Can only no Ftn or Vending

SECTION E: VALUE OTHER CONTRIBUTIONS

VALUE CONTRIBUTIONS FOR AUXILLARY PRODUCTS - SADDLEBACK	
DESCRIPTION	CONTRIBUTION IN CASH OR KIND
FCCC Grant Year 1 only	\$1,000
Annual Scholarship	\$9,500
	<u>Year 1 Total \$10,500, Years 2-5 \$9,500</u>
Gatorade Sideline Kits	<u>\$1,000</u>
	<u>Total \$1,000 Budget per year</u>
VALUE CONTRIBUTIONS FOR AUXILLARY PRODUCTS - IVC	
DESCRIPTION	CONTRIBUTION IN CASH OR KIND
FCCC Grant Year 1 only	\$1,000
Annual Scholarship	\$6,500
	<u>Year 1 Total \$7,500, Years 2-5 \$6,500</u>
Gatorade Sideline Kits	<u>\$1,000</u>
	<u>Total \$1,000 Budget per year</u>

SECTION F: OTHER NON MONETARY CONTRIBUTIONS

ANNUAL CONTRIBUTION OF FREE PRODUCTS - SADDLEBACK			
YEAR	VENDED BEVERAGE	PACKAGED SOFT DRINKS	POST - MIX
2019 – 2020	0	400cs	0
2020 - 2021	0	400cs	0
2021 - 2022	0	400cs	0
2022 - 2023	0	400cs	0
2023 - 2024	0	400cs	0

ANNUAL CONTRIBUTION OF FREE PRODUCTS - IVC			
YEAR	VENDED BEVERAGE	PACKAGED SOFT DRINKS	POST - MIX
2019 – 2020	0	300cs	0
2020 - 2021	0	300cs	0
2021 - 2022	0	300cs	0
2022 - 2023	0	300cs	0
2023 - 2024	0	300cs	0

SECTION F CONTINUED: OTHER NON MONETARY CONTRIBUTIONS

ANNUAL CONTRIBUTION OF BEVERAGES FOR FREE TASTING - SADDLEBACK	
YEAR	CASE QUANTITY
2019 – 2020	Listed on previous page
2020 - 2021	Listed on previous page
2021 - 2022	Listed on previous page
2022 - 2023	Listed on previous page
2023 - 2024	Listed on previous page

ANNUAL CONTRIBUTION OF BEVERAGES FOR FREE TASTING - IVC	
YEAR	CASE QUANTITY
2019 – 2020	Listed on previous page
2020 - 2021	Listed on previous page
2021 - 2022	Listed on previous page
2022 - 2023	Listed on previous page
2023 - 2024	Listed on previous page

SECTION G: GROWTH INCENTIVE BONUSES

1. Saddleback College – Baseline Volume Established at 6,700cs

ANNUAL VOLUME GROWTH INCENTIVE BONUS - SADDLEBACK			
YEAR	REQUIRED VOLUME % INCREASE FROM IDENTIFIED BASELINE VOLUME	OPTION 1: FIXED LUMP SUM AMOUNT	OPTION 2: PERCENTAGE OF INCREASED SALES
2019 - 2020	10%/\$2.00 per incremental cases only	0	10%
2020 - 2021	10%/\$2.00 per incremental cases only	0	10%
2021 - 2022	10%/\$2.00 per incremental cases only	0	10%
2022 - 2023	10%/\$2.00 per incremental cases only	0	10%
2023 - 2024	10%/\$2.00 per incremental cases only	0	10%

SECTION G CONTINUED: GROWTH INCENTIVE BONUSES

2. Irvine Valley College – Baseline Volume Established at 5,150cs

ANNUAL VOLUME GROWTH INCENTIVE BONUS - IVC			
YEAR	REQUIRED VOLUME % INCREASE FROM IDENTIFIED BASELINE VOLUME	OPTION 1: FIXED LUMP SUM AMOUNT	OPTION 2: PERCENTAGE OF INCREASED SALES
2019 - 2020	10%/\$2.00 per incremental cases only	0	10%
2020 - 2021	10%/\$2.00 per incremental cases only	0	10%
2021 - 2022	10%/\$2.00 per incremental cases only	0	10%
2022 - 2023	10%/\$2.00 per incremental cases only	0	10%
2023 - 2024	10%/\$2.00 per incremental cases only	0	10%

SECTION H: PRICE SCHEDULE

1. Vended Beverages prices for 2019-20 and 2020-21 (YEARS 1 & 2) as follows:

PRICE SCHEDULE FOR VENDED BEVERAGES 2019-20 AND 2020-21 (YEARS 1 & 2)			
ITEM	SIZE	PROPOSED VEND	PROPOSED VEND
Frappuccinno All Flavors	13.7oz	\$3.25	\$3.25
Ocean Spray all flavors	15.2oz	\$2.00	\$2.00
Lipton Pure Leaf	18.5oz	\$2.00	\$2.00
Aquafina Water	20oz	\$1.50	\$1.50
Carbonated Soft Drinks all flavors	20oz	\$1.50	\$1.50
Gatorade all flavorS	20oz	\$1.75	\$1.75
Lipton Brisk all flavors	20oz	\$1.50	\$1.50
Mt Dew Hydration Kickstart	12oz	\$2.00	\$2.00
Starbucks DoubleShot Energy All Flavors	15oz	\$2.75	\$2.75
Amp Energy	16oz	\$2.25	\$2.25
Mt Dew Kickstart all flavors	16oz	\$2.00	\$2.00
Rockstar Energy all flavors	16oz	\$2.75	\$2.75
Starbucks Double Shot	6.5oz	\$2.50	\$2.50
Bubly all flavors	20oz	\$1.50	\$1.50
Starbucks Cold Brew	11oz	\$3.75	\$3.75
Starbucks Double Shot Protein	11oz	\$2.75	\$2.75
Bubly all flavors	12oz	\$1.25	\$1.25
Muscle Milk all flavors	14oz	\$3.50	\$3.50

SECTION H CONTINUED: PRICE SCHEDULE

2. Packaged soft drinks pricing for 2019-20 and 2020-21 (YEARS 1 & 2) as follows:

Beverage Type	Can or Bottle	Size (oz)	Case Qty	Price per Case SC	Price per Unit SC	Price per Case IVC	Price per Unit IVC	Available Flavors /Names
<i>carbonated soft drink (EXAMPLE)</i>	<i>Can</i>	<i>12</i>	<i>24</i>	<i>\$ 5.00+CRV</i>				List Attached
Aquafina	Bottle	1Ltr	15	\$15.62+CRV	\$1.04+CRV	\$15.62+CRV	\$1.04+CRV	
LifeWtr	Bottle	1Ltr	12	\$17.68+CRV	\$1.47+CRV	\$17.68+CRV	\$1.47+CRV	
Lipton Brisk	Bottle	1Ltr	15	\$19.00+CRV	\$1.27+CRV	\$19.00+CRV	\$1.27+CRV	
Starbucks Cold Brew	Bottle	11oz	12	\$28.08+CRV	\$2.34+CRV	\$28.08+CRV	\$2.34+CRV	
Frappuccino	Bottle	13.7oz	12	\$27.71+CRV	\$2.31+CRV	\$27.71+CRV	\$2.31+CRV	
Muscle Milk	Bottle	14oz	12	\$35.28+CRV	\$2.94+CRV	\$35.28+CRV	\$2.94+CRV	
Ocean Spray	Bottle	15.2oz	12	\$17.72+CRV	\$1.48+CRV	\$17.72+CRV	\$1.48+CRV	
Lipton Pure Leaf	Bottle	18.5oz	12	\$17.72+CRV	\$1.48+CRV	\$17.72+CRV	\$1.48+CRV	
Aquafina	Bottle	20oz	24	\$15.60+CRV	\$.65+CRV	\$15.60+CRV	\$.65+CRV	
Carbonated Soft Drinks All flavors	Bottle	20oz	24	\$20.28+CRV	\$.85+CRV	\$20.28+CRV	\$.85+CRV	
Gatorade	Bottle	20oz	24	\$20.28+CRV	\$.85+CRV	\$20.28+CRV	\$.85+CRV	
LifeWtr	Bottle	20oz	24	\$24.00+CRV	\$1.00+CRV	\$24.00+CRV	\$1.00+CRV	
SoBe	Bottle	20oz	12	\$17.89+CRV	\$1.49+CRV	\$17.89+CRV	\$1.49+CRV	
LifeWtr	Bottle	700ML	12	\$14.56+CRV	\$1.21+CRV	\$14.56+CRV	\$1.21+CRV	
Frappuccino	Bottle	9.5oz	15	\$22.75+CRV	\$1.52+CRV	\$22.75+CRV	\$1.52+CRV	
Doubleshot Protein	Can	11oz	12	\$26.38+CRV	\$2.20+CRV	\$26.38+CRV	\$2.20+CRV	
<i>DoubleShot Energy</i>	Can	15oz	12	\$26.38+CRV	\$2.20+CRV	\$26.38+CRV	\$2.20+CRV	
Mt Dew Kickstart	Can	16oz	12	\$16.42+CRV	\$1.37+CRV	\$16.42+CRV	\$1.37+CRV	
Rockstar	Can	16oz	24	\$36.69+CRV	\$1.54+CRV	\$36.69+CRV	\$1.54+CRV	
Doubleshot	Can	6.5oz	12	\$24.55+CRV	\$2.06+CRV	\$24.55+CRV	\$2.06+CRV	
Bubly	Can	12oz	24	\$9.00+CRV	\$.36+CRV	\$9.00+CRV	\$.36+CRV	
Bubly	Bottle	20oz	24	\$15.50+CRV	\$.66+CRV	\$15.50+CRV	\$.66+CRV	
Kevita	Bottle	15.2oz	12	\$21.60+CRV	\$1.80+CRV	\$21.60+CRV	\$1.80+CRV	
Gatorade	Bottle	28oz	15	\$20.00+CRV	\$1.33+CRV	\$20.00+CRV	\$1.33+CRV	
Lipton Tea House	Bottle	14oz	12	\$18.72+CRV	\$1.56+CRV	\$18.72+CRV	\$1.56+CRV	
Mt Dew HydrationKS	Can	12oz	12	\$12.05+CRV	\$1.00+CRV	\$12.05+CRV	\$1.00+CRV	
Naked Protein	Bottle	15.2oz	8	\$19.12+CRV	\$2.39+CRV	\$19.12+CRV	\$2.39+CRV	
Naked Smoothie	Bottle	15.2oz	8	\$17.12+CRV	\$2.14+CRV	\$17.12+CRV	\$2.14+CRV	
O.N.E	Box	16.9oz	12	\$24.03+CRV	\$2.00+CRV	\$24.03+CRV	\$2.00+CRV	
Yachak	Can	16oz	12	\$18.00+CRV	\$1.50+CRV	\$18.00+CRV	\$1.50+CRV	
Tropicana Juice	Bottle	12oz	12	\$14.70+CRV	\$1.23+CRV	\$14.70+CRV	\$1.23+CRV	
Aquafina Meal Prog	Bottle	16.9oz	24	\$7.50+CRV	\$.31+CRV	\$7.50+CRV	\$.31+CRV	

SECTION H CONTINUED: PRICE SCHEDULE

3. Post – Mix pricing for 2019-20 and 2020-21 (YEARS 1 & 2) as follows:

POST MIX PRICING 2019-20 AND 2020-21 (YEARS 1 & 2) – SADDLEBACK					
PRODUCT	SIZE	DESCRIPTION	PRICE	PER	Comments
Post - Mix Syrup	Gallon	5 bag - in- the -box			
Carbonated Soft Drinks	Gallon	5Gl Bag in box	\$15.86	Gall	
Dr Pepper	Gallon	5Gl Bag n Box	\$15.86	Gall	
Lipton Iced Tea	Gallon	3Gl Bag n Box	\$17.68	Gall	
Tropicana Juices	Gallon	5Gl Bag n box	\$15.86	Gall	
All Co2	20lb, 50lb	Cannister	\$0.00	Unit	
POST MIX PRICING 2019-20 AND 2020-21 (YEARS 1 & 2) – IVC					
PRODUCT	SIZE	DESCRIPTION	PRICE	PER	Comments
Post - Mix Syrup	Gallon	5 bag - in- the -box			
Carbonated Soft Drinks	Gallon	5Gl Bag in box	\$15.86	Gall	
Dr Pepper	Gallon	5Gl Bag n Box	\$15.86	Gall	
Lipton Iced Tea	Gallon	3Gl Bag n Box	\$17.68	Gall	
Tropicana Juices	Gallon	5Gl Bag n box	\$15.86	Gall	
All Co2	20lb, 50lb	Canister	\$0.00	Unit	

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Conduct a Public Hearing – SOCCCD District Initial Proposal to Faculty Association (FA)

ACTION: Public Hearing

BACKGROUND

On July 15, 2019, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

STATUS

The Board will conduct a public hearing to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the Faculty Association for Article 30.8, initially sunshined on July 15, 2019.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adoption of SOCCCD District Initial Proposal to Faculty Association (FA)

ACTION: Approval

BACKGROUND

On July 15, 2019, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

STATUS

The Board conducted a public hearing on August 26, 2019, to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the Faculty Association for Article 30.8.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the SOCCCD District's initial proposal for Article 30.8, shown in Exhibit A.

**INITIAL PROPOSAL FROM THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TO THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

August 26, 2019

The collective bargaining proposal submitted by the South Orange County Community College District are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement. It is the intention of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties. All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 30
WAGES**

Pursuant to the automatic reopener in Article 30.8(b) of the South Orange County Community College District Faculty Association Collective Bargaining Agreement, the Parties mutually agreed to open Article XXX ("Wages") if the actual COLA under the 2019-2020 adopted budget exceeded 2.57%, a condition that has been met. The District expects to negotiate terms related to Wages in a manner that allows the District to adopt a prudent, conservative fiscal approach while attracting and retaining qualified personnel.

TO: Board of Trustees

FROM: Kathleen F. Burke, 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.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

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. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Anderson, Dylan	MA/TESOL	ESL/IVC	2	08/19/19
Ayres Soares, Eduardo	MFA/Film	Media Arts/IVC	2	08/19/19
Bar-Sever, Galia	MA/Psychology	Psychology/IVC	2	08/19/19
Bashem, Jesse	PhD/Clinical Psychology	Psychology/IVC	5	08/19/19
Bonnell, Laura	BA/Fashion Design	Fashion/SC	1	08/19/19
Buenaventura, Cara	MS/Nursing Education	Nursing/SC	2	08/19/19
¹ Burridge, Jeanette	EQUIVALENCY	Nursing/SC	1	08/19/19
Christopher, Terry	EQUIVALENCY	Theatre Arts/IVC	1	01/13/20
Collins, Garry	BS/Landscape Irrigation Science	Horticulture/SC	1	08/19/19
Diesel, Elizabeth	MA/English	English/SC	2	08/19/19
Dunlap, Conner	BA/Accounting	Accounting/IVC	1	08/19/19
Enke, Nicholas	MA/English	English/SC	2	08/19/19
Freeman, Robin	MS/Kinesiology	Kinesiology/SC	2	05/28/19
Galich, Jennifer	MS/Nursing	Nursing/SC	2	08/19/19
Gallardo, Cara	MA/TESOL	ESL/SC	2	08/19/19
² Galza, Randy	EQUIVALENCY	Kinesiology/SC	1	08/19/19
Gardner, Carla	MS/Exercise Science	Emeritus/SC	2	08/19/19
Ginther, Catherine	AA/Fashion	Fashion/SC	1	08/19/19
Gonzales, Steven	MA/Political Science	Political Science/SC	2	08/19/19
Gotts, Cynthia	AA/Fashion Design	Fashion/SC	1	08/19/19
Ingersoll, Brittany	MA/Psychology	Psychology/IVC	2	08/19/19
Kane, Emily	PhD/Earth System Science	Geology/SC	5	08/19/19
Knowles, Kevin	MA/English	English/SC	2	08/19/19
Krause, Daniel	PhD/English	English/SC	5	08/19/19
Lane, Gary	MA/Political Science	Political Science/SC	2	08/19/19
Leaver, Jennifer	MA/Psychology	Psychology/IVC	2	08/19/19
Ma, Woen-Ru	MS/Computer Information Systems	Emeritus/SC	2	08/19/19
McClellan, Ann-Marie	MFA/Dance	Emeritus/SC	2	08/19/19
Merced, Sara	MA/Psychology	Psychology/IVC	2	08/19/19
Minassian, Eric	PhD/Physics	Psychics/IVC	5	08/19/19
³ Murphy, Tara	MS/TESOL	Adult ESL/IVC	2	08/19/19
Navidnia, Soheila	MS/Pharmaceutical Sciences	Biology/IVC	2	08/19/19

¹ Current NBU Employee, Clinical Skills Specialist in Nursing at Saddleback College

² Current NBU Employee, Coaching Aide in Kinesiology at Saddleback College

³ Current NBU Employee, ESL Tutor at Irvine Valley College

A. NEW PERSONNEL APPOINTMENTS - Continued

1. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Occhipinti, Deana	EQUIVALENCY	Theatre Arts/IVC	1	08/19/19
Ortiz, Renee	EQUIVALENCY	Emeritus/SC	1	08/19/19
Ortiz, Samuel	MA/English	English/SC	2	08/19/19
Osle, Janessa	MA/British Literature	English/SC	3	08/19/19
Persichilli, Christopher	PhD/Physics	Physics/IVC	5	08/19/19
Redman, Toni	BA/Performing Arts	Theatre Arts/IVC	1	08/19/19
Robertson, Jade	MA/Dance	Kinesiology/SC	2	08/19/19
Sands, Sarah	EQUIVALENCY	Kinesiology/IVC	2	08/19/19
Seong, Sarah	MA/Applied Linguistics	ESL/IVC	2	08/19/19
Shume, Esayas	PhD/Space Physics	Physics/IVC	5	08/19/19
Smalls, Hayley	MS/Molecular Biosciences	Biology/SC	2	08/19/19
Smith, Steven	PhD/History	History/SC	5	08/19/19
Tannenbaum, Lindy	BA/Accountancy	Accounting/IVC	1	08/19/19
Tateri, Jon-Erik	MA/English	English/SC	2	08/19/19
Uhlman, Jennifer	MS/Counseling	Psychology/IVC	2	08/19/19
Wilson, Robert	BA/Accounting	Accounting/IVC	1	08/19/19
Wong Yu, Jozelle	MA/Communications	Speech/IVC	2	01/13/20

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Baker, Mike	Occupational Exposure Prev. 2	\$63.98	06/19/19-06/19/19
Baker, Mike	PPE Training 2	\$42.65	06/19/19-06/19/19
Brody, Jaime	BST AB 705 Workshop 1	\$63.98	04/12/19-04/12/19
Connors, Frances	BST AB 705 Workshop 2	\$63.98	04/12/19-04/12/19
Doherty, Michelle	BST AB 705 Workshop 2	\$63.98	04/16/19-04/16/19
Doherty, Michelle	BST WR 302 Workshop 3	\$63.98	04/12/19-04/12/19
Fay, Aaron	PPE Training 1	\$42.65	06/19/19-06/19/19
Fay, Aaron	Occupational Exposure Prev. 1	\$63.98	06/19/19-06/19/19
Hernandez, Angel	BST Grant Project Coordinator	\$2,124.00	05/28/19-06/30/19
Johnson, Jeff	BST WR 302 Workshop 1	\$63.98	04/12/19-04/12/19
Johnson, Jeff	BST AB 705 Workshop 3	\$63.98	04/12/19-04/12/19
Knoll, Melissa	WR Coreq Co-Coordinator 2	\$530.57	08/20/18-09/14/18
Meyer, Kurt	BST AB 705 Workshop 3	\$63.98	04/16/19-04/16/19
Poster, Jamie	Discipline Expert	\$255.90	06/23/19-07/09/19
Roberts, Katie	BST WR 302 Workshop 4	\$63.98	04/12/19-04/12/19
Roberts, Katie	BST AB 705 Workshop 1	\$63.98	04/16/19-04/16/19

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Rodriguez, Roland	Co-Chair, Life Sciences	\$3,273.75	08/12/19-12/18/19
Rossiter, Jonathan Thomas	Co-Facilitator, Model United Nations 1	\$2,182.50	08/12/19-12/18/19
Takeuchi, Shannon	BST AB 705 Workshop 4	\$63.98	04/16/19-04/16/19
Wankier, Alisa	BST WR 302 Workshop 2	\$63.98	04/12/19-04/12/19
Witt, Jason	BST AB 705 Workshop 5	\$63.98	04/16/19-04/16/19

General Fund/IVC Month to Date: \$9,347.74
IVC APPROVED FISCAL YEAR TO DATE: \$21,695.74

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Bravo, Adam	Jazz Comp Class Concert and Rehearsals	\$250.00	05/06/19-05/11/19
Brunner, Janelle C	AVID	\$1,455.00	08/12/19-12/20/19
Cubbage, April Dawn	Co-Chair, Gender and Sexuality Studies	\$1,455.00	08/12/19-12/20/19
Damm, Kathryn Laurel	SLO Coordinator	\$8,730.00	08/12/19-12/20/19
Evans-Wallin, Patty	Online Educator Program	\$853.00	05/28/19-08/09/19
Freshwater-Morris, Linda	Online Educator Program	\$853.00	05/28/19-08/09/19
Haeri, Mitchell Behjan	Chair, Astronomy/Physics/Engineering	\$2,910.00	08/12/19-12/18/19
Haight, Laura Michelle	Chair, Art	\$2,546.25	08/12/19-12/18/19
Hoida-Mullholland, Bridget	Online Educator Program	\$853.00	05/28/19-08/09/19
Huggins, Barbara	Co-Chair, Nursing/Health Science	\$2,910.00	08/12/19-12/20/19
Jansen, Erin	LVLUP-AHE Peer Academy	\$85.30	02/01/19-02/01/19
Jennison, Elizabeth Zakieh Odeh	AVID	\$1,455.00	08/12/19-12/20/19
Konishi, Hiromasa	Co-Chair, Cinema, TV, Radio	\$2,546.25	08/12/19-12/20/19
Licavoli, Lisa Ann	Co-Chair, Emeritus	\$2,764.50	08/12/19-12/18/19
Lovett, Margot L.	Co-Chair, Gender and Sexuality Studies	\$1,455.00	08/12/19-12/20/19
Mayenzet, Maria Helena	Co-Chair, Cinema, TV, Radio	\$2,546.25	08/12/19-12/20/19
Mularski, Jedrek Putta	Chair, History	\$1,455.00	08/12/19-12/20/19
Myhren, Brett	Online Educator Program	\$853.00	05/28/19-08/09/19
O'Leary, Thomas F.	Chair, Art History/Fine Arts	\$2,910.00	08/12/19-12/18/19
O'Shea, Erin	Chair, Art	\$2,546.25	08/12/19-12/18/19
Peck, Paris Belen	AVID	\$2,910.00	08/12/19-12/20/19

B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Pinter, Gerald	Jazz Comp Class Concert and Rehearsals	\$250.00	05/06/19-05/11/19
Stout, Ronald	Jazz Comp Class Concert and Rehearsals	\$250.00	05/06/19-05/11/19
Walsh, Daniel James	Professional Development Week Coordinator	\$2,910.00	08/12/19-12/20/19
Weston, Norman J.	Co-Chair, Music	\$3,273.75	08/12/19-12/20/19
General Fund/SC Month to Date:		\$51,025.55	
SC APPROVED FISCAL YEAR TO DATE:		\$63,901.83	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Beasley, James	SSSP ESL Assessment Reader 1	\$597.10	01/14/19-05/22/19
Beck, Rebecca	SSSP ESL Assessment Reader 2	\$1,108.90	01/14/19-05/22/19
Goncalves, Mauricio	SSSP ESL Assessment Reader 3	\$170.60	01/14/19-05/22/19
Hernandez, Angel	BSI Grant Coordinator	\$3,412.00	07/01/19-08/09/19
Horikawa, Kazumi	BST Math 310 Training 1	\$63.98	01/09/19-01/09/19
Jerome, Amanda	SSSP ESL Assessment Reader 4	\$170.60	01/14/19-05/22/19
Jerome, Amanda	Saddleback/IVC AESL Collaborative meeting 1	\$106.63	06/20/19-06/20/19
Kaminsky, Rebecca	Guided Pathways Coordinator	\$4,248.00	05/28/19-08/09/19
Mackenzie, Emalee	SWP Biotech Regional Coord.	\$2,169.34	08/19/19-12/18/19
Mackenzie, Emalee	SWP Biotech Regional Coord.	\$1,279.50	05/28/19-08/09/19
Monacelli, Brian	NSF OP-TEC Prin. Investigator	\$4,501.34	08/19/19-12/18/19
Noroozi, Zahra	NSF S-STEM Co-PI 2	\$2,730.61	08/19/19-12/18/19
Petruccio, Kyle	SSSP ESL Assessment Reader 5	\$426.50	01/14/19-05/22/19
Ponzillo, Gizelle	SSSP ESL Assessment Reader 6	\$170.60	01/14/19-05/22/19
Warner, Brent	SSSP ESL Assessment Reader 7	\$255.90	01/14/19-05/22/19
Wilson, Jeff	SSSP ESL Assessment Reader 8	\$511.80	01/14/19-05/22/19
Wilson, Jeff	Saddleback/IVC AESL Collaborative meeting 3	\$298.55	06/20/19-06/20/19
Non-General Fund/IVC Month to Date:		\$22,221.95	
IVC APPROVED FISCAL YEAR TO DATE:		\$46,503.81	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Barrows, Morgan	Chair, Env Studies/Ecology/Marine Science - Supp. Duties	\$2,546.25	08/12/19-12/20/19
Branch-Stewart, Kim Denise	Chair, Human Services - Supp. Duties	\$1,455.00	08/12/19-12/20/19
Cesareo, Claire Marie	ITL Co-Coordinator	\$2,910.00	08/12/19-12/20/19
Gabdrakhmanova, Farida S	Chair, Interior Design - Supp. Duties	\$2,546.25	08/12/19-12/20/19
Hoolihan, Lori Elizabeth	Chair, Family, Consumer Science, & Nutrition - Supp. Duties	\$1,818.75	08/12/19-12/20/19
Huggins, Barbara	Co-Chair, Nursing/Health Science - Supp. Duties	\$4,365.00	08/12/19-12/20/19
Inlow, Lisa Christine	Chair, Culinary, Hospitality & Tourism - Supp. Duties	\$2,546.25	08/12/19-12/20/19
Lawson, Anne Marie	Co-Chair, Nursing/Health Science - Supp. Duties	\$4,365.00	08/12/19-12/20/19
Lee, Kenneth G.K.	Chair, Horticulture/Landscape Design - Supp. Duties	\$2,546.25	08/12/19-12/20/19
McMurtrey, Megan	Summer Bridge Case Management	\$1,769.98	06/17/19-08/09/19
Murray, Peter A	AVID	\$2,910.00	08/12/19-12/20/19
O'Buchon, Janine	Speciality Nursing Skill Facilitator	\$1,407.45	06/01/19-06/30/19
Smith, Christina	Teaching Pathways Program Coordinator	\$2,400.00	08/19/19-10/15/19
Stephens, Blake E.	Chair, Architecture/Drafting - Supp. Duties	\$1,818.75	08/12/19-12/20/19
Stevenson, Robert Glen	Chair, Advanced Manufacturing - Supp. Duties	\$1,818.75	08/12/19-12/20/19
Taylor, Karen Ann	Chair, Graphic Comm/Design - Supp. Duties	\$2,546.25	08/12/19-12/20/19
Walsh, Daniel James	Professional Development Week Coordinator	\$2,910.00	08/12/19-12/20/19

Non-General Fund/SC Month to Date: \$42,679.93

SC APPROVED FISCAL YEAR TO DATE: \$45,912.43

D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. DANKO, CAROLYN, ID # 012969, Nursing Instructor #P0003686, Division of Health Sciences & Human Services, Saddleback College, resignation August 12, 2019. Payment is authorized for any compensated time off. (Start date: January 24, 2003).

TO: Board of Trustees
FROM: Kathleen F. Burke, 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.

STATUS

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. No **Canvas Conversion** stipends were submitted for **Irvine Valley College**. Totals paid to date are shown for informational purposes only.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
August 26, 2019	IVC Canvas Conversion	-	
July 15, 2019	IVC Canvas Conversion	\$ 1,000.00	
June 24, 2019	IVC Canvas Conversion	2,000.00	
May 20, 2019	IVC Canvas Conversion	-	
April 22, 2019	IVC Canvas Conversion	1,000.00	
March 25, 2019	IVC Canvas Conversion	1,000.00	
February 25, 2019	IVC Canvas Conversion	5,000.00	
January 22, 2019	IVC Canvas Conversion	13,000.00	
December 10, 2018	IVC Canvas Conversion	-	
November 19, 2018	IVC Canvas Conversion	-	
October 29, 2018	IVC Canvas Conversion	37,000.00	
September 24, 2018	IVC Canvas Conversion	17,000.00	
August 27, 2018	IVC Canvas Conversion	45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
	TOTAL TO DATE:	\$ 516,500.00	

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017) - 2017/2018, 2018/2019 and 2019/2020 fiscal years.**

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Blethen, Mark	Canvas Conversion, Web Enhanced	\$1,000.00	01/14/19-05/22/19
Christian, Jessica	Canvas Conversion, Online	\$5,000.00	06/03/19-08/09/19
Gregory, Eric	Canvas Conversion, Web Enhanced	\$1,000.00	01/14/19-05/22/19
Irwin, Tisha	Canvas Conversion, Web Enhanced	\$1,000.00	01/14/19-05/22/19
Weckerly, Michelle	Canvas Conversion, Online	\$5,000.00	05/28/19-08/09/19
August 26, 2019	SC Canvas Conversion	\$ 13,000.00	
July 15, 2019	SC Canvas Conversion	2,000.00	
June 24, 2019	SC Canvas Conversion	11,000.00	
May 20, 2019	SC Canvas Conversion	36,500.00	
April 22, 2019	SC Canvas Conversion	4,000.00	
March 25, 2019	SC Canvas Conversion	60,000.00	
February 25, 2019	SC Canvas Conversion	49,500.00	
January 22, 2019	SC Canvas Conversion	41,000.00	
December 10, 2018	SC Canvas Conversion	14,000.00	
November 19, 2018	SC Canvas Conversion	20,000.00	
October 29, 2018	SC Canvas Conversion	190,500.00	
September 24, 2018	SC Canvas Conversion	56,500.00	
August 27, 2018	SC Canvas Conversion	184,000.00	
July 30, 2018	SC Canvas Conversion	63,500.00	
June 25, 2018	SC Canvas Conversion	116,000.00	
May 21, 2018	SC Canvas Conversion	58,000.00	
April 30, 2018	SC Canvas Conversion	73,000.00	
March 26, 2018	SC Canvas Conversion	177,000.00	
	TOTAL TO DATE:	\$ 1,169,500.00	

TO: Board of Trustees
FROM: Kathleen F. Burke, 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.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

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. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4000)

- a. FOLLMER, KERI is to be employed as Administrative Assistant, Pos. #P0003290, Facilities, Maintenance, Operations and Support Services, Saddleback College, CSEA Classified Bargaining Unit Salary Schedule Range 121, Step 3, 40 hours per week, 12 months per year, effective July 11, 2019.
- b. FOWLER, BRADLEY is to be employed as Police Officer, Pos. #P0002580, Office of Safety and Security, Saddleback College, Police Officer Salary Schedule Range II, Step 3, 40 hours per week, 12 months per year, effective July 31, 2019.
- c. LIM, DAPHNE is to be employed as Lead Charge Nurse, Categorical, Pos. #P0014431, Student Health Center, Irvine Valley College, CSEA Classified Bargaining Unit Salary Schedule Range 142, Step 1, 40 hours per week, 12 months per year, effective July 8, 2019. Employment in this position is contingent upon funding by FS421 Health Fee Services. The Chancellor approved this position on September 21, 2018.
- d. MISSEL, DANIEL is to be employed as Police Officer, Pos. #P0003142, Office of Safety and Security, Saddleback College, Police Officer Salary Schedule Range II, Step 3, 40 hours per week, 12 months per year, effective August 5, 2019.
- e. RODRIGUEZ, KARINA is to be employed as Administrative Assistant, Categorical, Pos. #P0005145, School of Guidance and Counseling, Irvine Valley College, CSEA Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective July 15, 2019. Employment in this position is contingent upon funding by FS410 Student Success Credit.
- f. WHITE, MICHELLE is to be employed as Research & Planning Analyst, Categorical, Pos. #P0005657, Office of Instruction, Irvine Valley College, CSEA Classified Bargaining Unit Salary Schedule Range 138, Step 3, 40 hours per week, 12 months per year, effective July 29, 2019. Employment in this position is contingent upon funding by FS410 Student Success Credit.

B. AUTHORIZATION TO ELIMINATE (A) CLASSIFIED POSITION(S) AND/OR POSITION NUMBER(S)

- 1. PROGRAM ASSISTANT, SPECIAL FUNDED, CATEGORICAL, Pos. #P0009413, CSEA Classified Bargaining Unit Salary Schedule Range 118, Division of Liberal Arts, Saddleback College, seeks authorization to eliminate this part-time, 20 hours per week, 12 months per year position from its staff complement, effective June 30, 2019. (Position approved: June 27, 2016, funded by the Level Up Grant)

B. AUTHORIZATION TO ELIMINATE (A) CLASSIFIED POSITION(S) AND/OR POSITION NUMBER(S) - Continued

2. PROGRAM SPECIALIST, CATEGORICAL, Pos. #P0009414, CSEA Classified Bargaining Unit Salary Schedule Range 130, Division of Liberal Arts, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective June 30, 2019. (Position approved: June 27, 2016, funded by the Level Up Grant)
3. STUDENT EQUITY PROGRAM MANAGER, CATEGORICAL, a classified manager, Pos. #P0010875, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 14, Office of Student Services, Saddleback College, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective July 23, 2019. (Position approved: January 23, 2017, funded by FS414 Student Equity)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)

1. LABORATORY TECHNICIAN, ART, Pos. #P0016119, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Art, Division of Fine Arts, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 25, 2019. This position was approved by the Chancellor on June 25, 2019.
2. MATRICULATION SPECIALIST, CATEGORICAL, Pos. #P0016261, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Division of Counseling Services, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective July 1, 2019. Employment in this position is contingent upon funding by the Student Equity and Achievement Program (SEAP)/Student Success and Support Program (SSSP). This position was approved by the Chancellor on June 25, 2019.

D. REORGANIZATION/RECLASSIFICATION

1. SADDLEBACK COLLEGE seeks authorization to reorganize, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
 - a. **REORGANIZE** RESEARCH AND PLANNING ANALYST, CATEGORICAL, Pos. #P0013857, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year;
TO SENIOR RESEARCH AND PLANNING ANALYST, CATEGORICAL, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 144, full-time, 40 hours per week, 12 months per year position, effective August 27, 2019. Employment in this position is contingent upon funding by the Student Equity Plan (SEP). This position was approved by the Chancellor on June 25, 2019.
 - i. **REORGANIZE** TRUONG PHAN VIET TRAN, ID #022933, from RESEARCH AND PLANNING ANALYST, CATEGORICAL, Pos. #P0013857, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 3, full-time, 40 hours per week, 12 months per year; to SENIOR RESEARCH AND PLANNING ANALYST, CATEGORICAL, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 144, Step 1, full-time, 40 hours per week, 12 months per year, effective August 27, 2019.

E. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. IRVINE VALLEY COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Al Qutaifi, Yahya	P0010426, Office Assistant	P0015063, Administrative Assistant	113/3	40	07/15/2019

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Vyrak, Vikyra	P0005003, Public Safety Assistant	P0016194, Police Services Specialist	132/1	40	07/22/2019

2. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cope, Katelynn	P0003508, Financial Aid Specialist, Categorical	P0016061, Senior Financial Aid Specialist	129/2	40	07/08/2019

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Chappell, Katie	New Media and Marketing Specialist/IVC	07/23/2019	N/A
Kantorski, Patrick	Laboratory Technician, Life and Physical Sciences/IVC	08/05/2019	N/A
Pham, Viet	Network Systems Technician I/SC	07/09/2019	N/A
Rodriguez, Karina	Senior Counseling Office Assistant/IVC	07/14/2019	N/A
¹ Valderrama, James	Laboratory Technician, Life and Physical Sciences/IVC	07/12/2019	N/A

¹ Resignation date has changed. The previous resignation date submitted by Mr. Valderrama of July 26, 2019 was ratified by the Board of Trustees on May 20, 2019.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Non-Bargaining Unit 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.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. 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)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Cekicer, Simten	Office Assistant/IVC	19.55	07/22/19-06/30/20
Fowler, Bradley	Police Officer/SC	30.62	07/01/19-06/30/20
Garcia, Armando	Sr. Transfer Center Spec./IVC	29.02	07/01/19-06/30/20
Garcia, Santos	Police Officer/SC	39.08	07/01/19-06/30/20
King, Katelyn	Admin. Asst./SC	23.82	06/04/19-06/30/19
King, Katelyn	Admin. Asst./SC	23.82	07/01/19-06/30/20
Nguyen, Emily	Sr. Transfer Center Spec./IVC	29.02	07/01/19-06/30/20
Ong, Lay Chin	Office Assistant/IVC	19.55	07/01/19-06/30/20
Pipitone, Adam	Veterans Off. Asst./SC	20.54	07/10/19-06/30/20
Roach, Eileen	Office Assistant/SC	19.55	07/17/19-06/30/20
Smith, Susan	Prog. Asst.(Cat. Fund)/SC	22.12	07/10/19-06/30/20
Stein, Richard	Groundskeeper/SC	22.12	07/24/19-06/30/20

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** and **2019/2020** academic years, 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)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Abrahams, Lawrence	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Adams, Kathleen	Project Specialist/IVC	30.00	07/22/19-06/30/20
Adams, Taylor	Coaching Aide/SC	25.00	07/01/19-06/30/20
Arif, Daoud	Project Specialist/SC	12.50	07/01/19-06/30/20
Arreola, Michael	Project Specialist/SC	20.00	07/15/19-06/30/20
Bankson, Victoria	Project Specialist/SC	12.50	07/01/19-06/30/20
Bernabe, Delfina	Project Specialist/IVC	20.00	07/01/19-06/30/20
Carranco Rodriguez, Ana	Project Specialist/SC	12.50	07/01/19-06/30/20
Casimiro, Kenneth	Project Specialist/SC	12.50	06/26/19-06/30/19
Casimiro, Kenneth	Project Specialist/SC	12.50	07/01/19-06/30/20
Chabok, Milad	Project Specialist/SC	12.50	07/22/19-06/30/20
Chamorro, Marco	Project Specialist/IVC	12.50	07/01/19-06/30/20
Chanda, Jonathan	Coaching Aide/SC	25.00	07/01/19-06/30/20
¹² Chavez, Jacqueline	Project Specialist/IVC	16.00	07/01/19-06/30/20
Cofield, Jaron	Project Specialist/IVC	15.00	07/01/19-06/30/20
Conkey, Charles	Coaching Aide/SC	25.00	07/01/19-06/30/20

¹ Related to Christian Chavez, Part-time Faculty, Irvine Valley College

² Related to Vanessa Chavez, Project Specialist, Irvine Valley College

A. NEW PERSONNEL APPOINTMENTS – Continued

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** and **2019/2020** academic years, 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)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Cozzens, Brendon	Project Specialist/SC	12.50	07/17/19-06/30/20
Danna, Carol	TMD Aide/IVC	20.00	07/01/19-06/30/20
Diaz, Roberto	Coaching Aide/SC	25.00	07/01/19-06/30/20
Duncan, Christine	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Evans, Brandon	Project Specialist/SC	12.50	07/01/19-06/30/20
Evans, Matthew	Coaching Aide/SC	25.00	07/01/19-06/30/20
Flynn, Mackenzie	Coaching Aide/SC	25.00	07/01/19-06/30/20
Forouzan, Ghazal	TMD Aide/IVC	20.00	07/01/19-06/30/20
Freeman, Jonah	Coaching Aide/SC	25.00	07/01/19-06/30/20
Fresenius, Lael	Coaching Aide/SC	25.00	07/01/19-06/30/20
Galza, Randy	Coaching Aide/SC	25.00	07/01/19-06/30/20
Garey, Sarah	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Ghazalian, Mirna	Project Specialist/SC	12.50	07/01/19-06/30/20
Glasco, Seth	Coaching Aide/SC	25.00	07/01/19-06/30/20
Glascok, John-Paul	Coaching Aide/SC	25.00	07/01/19-06/30/20
Gomes, Antone	Coaching Aide/SC	25.00	07/01/19-06/30/20
Gomes, Jason	Coaching Aide/SC	25.00	07/01/19-06/30/20
Granados, Maritza	Project Specialist/SC	14.50	07/01/19-06/30/20
Gregory, Matthew	TMD Aide/IVC	14.00	07/01/19-06/30/20
Guzman, Alex	TMD Aide/IVC	14.00	07/01/19-06/30/20
Harrell, Lowden	TMD Aide/SC	12.50	07/01/19-06/30/20
Hatcher, Kalob	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Hillenbrand, Nicholas	TMD Aide/IVC	14.00	07/01/19-06/30/20
Hunt, Kyle	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Issak, Yussuf	Campus Sec. Off./IVC	21.40	07/01/19-06/30/20
Kaplan, Jeffrey	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Kosmala, Mikayla	Coaching Aide/SC	25.00	07/01/19-06/30/20
Lancaster, Thomas	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Macias, Austin	Clerk/SC	15.00	07/01/19-06/30/20
³ Madariaga Benavides, Marissa	Project Specialist/SC	19.00	07/01/19-06/30/20
Mallari, Nicholas	Outreach Aide/SC	13.50	07/01/19-06/30/20
Matt, Hannah	Coaching Aide/IVC	25.00	07/01/19-06/30/20
McGinley, Shaun	Coaching Aide/SC	25.00	07/01/19-06/30/20
Mitchell, Cameron	Coaching Aide/SC	25.00	07/01/19-06/30/20
Mitchell, Michael	Project Specialist/SC	20.00	07/01/19-06/30/20
Molina, Samantha	Coaching Aide/SC	25.00	07/01/19-06/30/20
Montecinos, Daniel	Coaching Aide/SC	25.00	07/01/19-06/30/20
Mulroy, Joseph	TMD Aide/IVC	20.00	07/01/19-06/30/20
Newberry, Daniel	Coaching Aide/SC	25.00	07/01/19-06/30/20
Ortiz, Daniel	Project Specialist/SC	12.50	07/01/19-06/30/20
Palacios, Christopher	Campus Sec. Off. - ST/SC	15.00	07/01/19-06/30/20

³ Related to Marco Madariaga Benavides, Counseling Office Assistant, Saddleback College

A. NEW PERSONNEL APPOINTMENTS – Continued

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** and **2019/2020** academic years, 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)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Pask, Daniel	Coaching Aide/SC	25.00	07/01/19-06/30/20
Ponce, Marlene	Project Specialist/IVC	18.50	07/01/19-06/30/20
Porter, Christopher	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Pulford, Anna	Campus Sec. Off. - ST/SC	15.00	07/17/19-06/30/20
Pulido, Yesenia	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Rangel, Destinee	Project Specialist/IVC	15.00	07/02/19-06/30/20
Rouff, Elliot	Project Specialist/IVC	20.00	07/01/19-06/30/20
Russell, Allison	Coaching Aide/SC	25.00	07/01/19-06/30/20
Salgado, Clever	Outreach Aide/SC	13.50	07/01/19-06/30/20
Salgado, Michael	TMD Aide/IVC	12.50	07/01/19-06/30/20
Santistevan, David	Project Specialist/SC	12.50	07/01/19-06/30/20
Sierra, Adriana	TMD Aide/IVC	12.50	07/01/19-06/30/20
Sims, Malcom	Coaching Aide/SC	25.00	07/01/19-06/30/20
Smith, Sera	Coaching Aide/SC	25.00	07/01/19-06/30/20
Smithson, Zebediah	Coaching Aide/SC	25.00	07/01/19-06/30/20
Sparkuhl, Julie	Project Specialist/SC	12.50	07/01/19-06/30/20
Steward, Daniel	Coaching Aide/SC	25.00	07/01/19-06/30/20
Susnjara, Anthony	Coaching Aide/IVC	25.00	07/01/19-06/30/20
Toomey, Joseph	Campus Sec. Off. - ST/SC	14.00	07/01/19-06/30/20
Torres, Brenda	Clerk/SC	13.50	07/01/19-06/30/20
Tran, Austin	Adapted Kines. Aide/IVC	12.50	07/01/19-06/30/20
Valentine, Joseph	Project Specialist/IVC	20.00	07/01/19-06/30/20
Vaughn, Yvonne	Project Specialist/SC	12.50	07/01/19-06/30/20
Wallace, Kyle	Coaching Aide/SC	25.00	07/01/19-06/30/20
Wang, Chun-Sheng	TMD Aide/IVC	20.00	07/01/19-06/30/20
Webb, Zariah	TMD Aide/IVC	20.00	07/01/19-06/30/20
Westerfield, Danyelle	Coaching Aide/SC	25.00	07/01/19-06/30/20
Wilson, Curtis	Coaching Aide/SC	25.00	07/01/19-06/30/20
Zaragoza, Elizabeth	TMD Aide/IVC	12.50	07/01/19-06/30/20
Zeller, Christopher	Coaching Aide/SC	25.00	07/01/19-06/30/20

3. 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 **2019/2020** academic year.

<u>Name</u>	<u>Start/End Date</u>
Asturias, Amira Ann	07/01/19-06/30/20
Belikoff, Linda	07/08/19-06/30/20
Chavarria, Kathy	07/01/19-06/30/20
Graves, Tracy	07/01/19-06/30/20
Hassaan, Habiba	07/01/19-06/30/20
Henderson, Aaron	07/01/19-06/30/20
Jackson, Jasmine	07/01/19-06/30/20
Leang, Ashlyn	07/08/19-06/30/20

A. NEW PERSONNEL APPOINTMENTS – Continued

3. 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 **2019/2020** academic year.

<u>Name</u>	<u>Start/End Date</u>
Mora Paredes, Andrea	07/01/19-06/30/20
Ponce, Freddy	08/12/19-06/30/20
Sheikh, Saad	06/29/19-06/30/19
Sheikh, Saad	07/01/19-06/30/20
Torres, Andrea	07/01/19-06/30/20

4. 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 **2018/2019** and **2019/2020** academic years. 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>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Afzal, Hammad	Tutor/IVC	12.50	07/23/19-06/30/20
Alay, Angel	Tutor/SC	12.50	07/01/19-06/30/20
Alimelech, Tai	Tutor/SC	12.50	07/01/19-06/30/20
Almero, Ronald	Tutor/SC	13.00	07/01/19-06/30/20
Alsayed, Safy	Tutor/SC	14.00	07/01/19-06/30/20
Attia, Tamara	Tutor/SC	13.00	07/01/19-06/30/20
Bedolfe, Tamara	Tutor/SC	13.00	07/01/19-06/30/20
⁴ Beebe, Logan	Recreation Aide/SC	15.00	07/08/19-06/30/20
Billings, Christopher	Tutor/SC	13.50	07/01/19-06/30/20
Brubaker, Kaitlin	Clin. Skills Spec./SC	15.00	07/18/19-06/30/20
Buckley, Kellie	Clin. Skills Spec./SC	30.00	07/08/19-06/30/20
Campbell, Brooke	Tutor/SC	15.00	07/01/19-06/30/20
Cantarini, Taylor	Tutor/SC	12.50	07/01/19-06/30/20
Cardenas Oscanoa, Jose	Tutor/SC	12.50	07/01/19-06/30/20
Chasin, Benjamin	Comm. Ed. Trainer/SC	15.00	07/22/19-06/30/20
Cintora, Mireya	Tutor/SC	13.00	07/01/19-06/30/20
Colak, Dahlia	Tutor/SC	12.50	07/01/19-06/30/20
Delosreyes, Alexander	Tutor/SC	12.50	07/17/19-06/30/20
Donnelly, Cole	Tutor/SC	12.50	07/01/19-06/30/20
East, Noah	Tutor/SC	13.00	07/01/19-06/30/20
Eldem, Esra	Tutor/SC	13.50	07/01/19-06/30/20
Elzalabani, Amina	Tutor/SC	13.00	07/01/19-06/30/20
Farahbod, Nahid	Tutor/SC	16.00	07/01/19-06/30/20
Feist, Keith	Tutor/SC	12.50	07/01/19-06/30/20
Foster, Charles	Tutor/SC	14.00	07/01/19-06/30/20
Galbraith, Mark	Med. Professional/SC	100.00	07/01/19-06/30/20
Ghofrani, Natasha	Tutor/SC	12.50	07/09/19-06/30/20
Gialamas, Gus	Med. Professional/SC	100.00	07/01/19-06/30/20
Glazer, Jake	Tutor/SC	12.50	07/01/19-06/30/20

⁴ Related to Madison Beebe, Recreation Aide, Saddleback College

A. NEW PERSONNEL APPOINTMENTS – Continued

4. 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 **2018/2019** and **2019/2020** academic years. 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>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Hamilton, Coco	Tutor/SC	15.00	07/01/19-06/30/20
Havlena, Kaitlyn	Tutor/SC	14.00	07/01/19-06/30/20
Heath, Matthew	Comm. Ed. Trainer/SC	15.00	07/15/19-06/30/20
Heidarpour Bardei, Negar	Tutor/SC	14.00	07/01/19-06/30/20
Hosseiny, Habib	Tutor/SC	14.50	07/01/19-06/30/20
Hutchinson, Debra	Med. Professional/IVC	70.00	07/01/19-06/30/20
Jafarian Jegheh, Negar	Tutor/SC	12.50	07/01/19-06/30/20
Joyce, Wyatt	Tutor/SC	12.50	07/01/19-06/30/20
Kadik, Anna	Tutor/SC	14.50	07/01/19-06/30/20
Kantari, Ayah	Tutor/SC	13.00	07/01/19-06/30/20
Karpaty, Rebecca	Tutor/SC	15.00	07/01/19-06/30/20
Kreutel, Tyler	Comm. Ed. Trainer/SC	30.00	07/22/19-06/30/20
Kusto, Stephanie	Tutor/SC	12.50	07/01/19-06/30/20
⁵ Luschei, Ashleigh	Tutor/SC	14.00	07/01/19-06/30/20
⁶ Luschei, Savannah	Tutor/SC	14.00	07/17/19-06/30/20
MacDonald, Donald	Tutor/SC	14.00	07/01/19-06/30/20
Mady, John	Tutor/SC	12.50	07/16/19-06/30/20
Maganzani, Nicolo	Tutor/SC	12.50	07/01/19-06/30/20
Marangi, Kent	Med. Professional/SC	100.00	07/01/19-06/30/20
Markey, Christopher	Tutor/IVC	14.00	07/23/19-06/30/20
Mayani, Homa	Tutor/SC	14.50	07/01/19-06/30/20
McConaughy, Richard	Tutor/SC	14.50	07/01/19-06/30/20
Mikulec, Jesse	Tutor/SC	12.50	06/18/19-06/30/19
Mikulec, Jesse	Tutor/SC	12.50	07/01/19-06/30/20
Miramontes, Alexandria	Tutor/SC	12.50	07/01/19-06/30/20
Miranda, Aubrey	Recreation Aide/SC	13.00	07/01/19-06/30/20
Mirzada, Maschal	Tutor/SC	12.50	07/01/19-06/30/20
Momand, Omar	Tutor/SC	12.50	07/01/19-06/30/20
Morishita, Kylie	Tutor/SC	14.00	07/01/19-06/30/20
Murphy, Tara	Tutor/IVC	16.00	08/19/19-06/30/20
Navarro, Joshua Jon	Tutor/SC	13.50	07/01/19-06/30/20
Nguyen, Michael	Tutor/SC	15.00	07/01/19-06/30/20
Nguyen, Nhi	Tutor/IVC	13.50	07/01/19-06/30/20
Nikkhah, Shahrzad	Tutor/SC	14.50	07/01/19-06/30/20
Olvera, Jessica	Comm. Ed. Trainer/SC	30.00	07/01/19-06/30/20
Orozco, Belinda	Tutor/SC	15.00	07/01/19-06/30/20
Padilla, Marie	Tutor/IVC	12.50	07/08/19-06/30/20
Paganelli, Casey	Tutor/SC	13.00	07/01/19-06/30/20
Palmer, Matthew	Tutor/SC	13.00	07/01/19-06/30/20

⁵ Related to Savannah Luschei, Tutor, Saddleback College

⁶ Related to Ashleigh Luschei, Tutor, Saddleback College

A. NEW PERSONNEL APPOINTMENTS – Continued

4. 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 **2018/2019** and **2019/2020** academic years. 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>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Parva, Ali	Tutor/SC	12.50	07/01/19-06/30/20
Peloquin, Cole	Tutor/SC	13.00	07/01/19-06/30/20
Pines, Philip	Med. Professional/SC	70.00	05/15/19-06/30/19
Pines, Philip	Med. Professional/SC	70.00	07/01/19-06/30/20
Pinzon, Sandra	Tutor/SC	15.00	07/01/19-06/30/20
Robbins, Nicholas	Comm. Ed. Trainer/SC	15.00	07/23/19-06/30/20
Roberts, Tatiana	Tutor/SC	13.00	07/01/19-06/30/20
Rostamiasrabadi, Pouria	Tutor/SC	12.50	06/27/19-06/30/19
Rostamiasrabadi, Pouria	Tutor/SC	12.50	07/01/19-06/30/20
Rotim, Karlo	Tutor/SC	12.50	07/01/19-06/30/20
Salahshori Ardestani, Parmiss	Tutor/SC	13.00	07/01/19-06/30/20
Salazar, Juan	Tutor/SC	13.00	07/01/19-06/30/20
Schultheiss, Elyssa	Tutor/SC	12.50	07/16/19-06/30/20
Smolyanov, Elena	Tutor/SC	21.00	07/01/19-06/30/20
Stone, Hannah	Tutor/SC	13.00	07/01/19-06/30/20
⁷ Strong, Margarette	Tutor/SC	13.50	07/01/19-06/30/20
Tisani, Malik	Tutor/SC	12.50	07/01/19-06/30/20
Truong, Diane	Tutor/SC	13.50	07/01/19-06/30/20
Warren, Vicki	Tutor/SC	16.50	07/01/19-06/30/20
Watson, Patrick	Tutor/SC	12.50	07/01/19-06/30/20
Weinholtz, Ian	Comm. Ed. Trainer/SC	15.00	07/24/19-06/30/20
Whidden, Pamela	Model/SC	25.00	07/01/19-06/30/20
Yalzadeh, Kiamehr	Tutor/IVC	15.00	07/24/19-06/30/20
Zohoori, Khashayar	Tutor/SC	16.00	07/01/19-06/30/20

B. VOLUNTEERS

1. The following individuals are to be approved as **Volunteers** for the **2019/2020** and **2020/2021** academic years.

School of Business Sciences, Irvine Valley College

Bakis, Thanasi	Chow, Jeremy	Franklin, Michael
Ginsbury, Terry	Miyadi, Eric	Oberlin, Chris
Oberlin, Craig	Yu, Derrick	

Office of the Chancellor and Trustee Services, District

Deutchman, Michelle

⁷ Related to Mark Strong, Tutor, Saddleback College

B. VOLUNTEERS - Continued

1. The following individuals are to be approved as **Volunteers** for the **2019/2020** and **2020/2021** academic years.

Division of Fine Arts and Media Technology, Saddleback College

*Bagdasarian, Nancy	*Beckett-Frank, Tod	*Bickford, Greg
*Butts, Bradley	*Cudich, Alberto	*Espinoza, Eric
*Fiori, Kay	*Franchi, Carol E.	*Gorman, Pollyanna
*Haudenschild, Rob	*Jones, Lonnie	*Kovaleva, Lyuba
*Love, Robert	*Lucchese, Thierry	*Ludwig, Ann
*Ludwig, David	*Milliken, John	*Nelson, Paul
*Russo-Neustadt, Amelia	*Vela, Sebastian	*Walberg, Josephine
*Whyte, Betty	*Zelazo, Karen	

School of Kinesiology, Health and Athletics, Irvine Valley College
Nakamura, Gary

Division of Kinesiology and Athletics, Saddleback College

Aguarin, Christopher	Amundson, Amanda	Bui, Claudia
Busch, Kylene	Castro, Michelle	Chesley, Edward
Eisner, Elizabeth	Evangelista, Malia	Frett, Etien
Gillions, Francesca	Hagman, Justin	Himes, Keeley
Ibarra, Michael	Jones, Cristina	Khatibi, Rushin
Kline, Keely	Kraus, Kristian	Lam, Henry
Lamb, Kenneth	Lockwood, Ellery	Lopez, Jesus E.
Montes, Tiffany	Ninh, Catherine	Paysan, Patricia
Perez, Alexa	Provins, Nicolas	Quinto, Allen
Russell, Melanie	Schachter, Crystal	Schoedl, Kirsten
Scott, Michelle	Seo, Megan	Shadid, Bryan G.
Villanueva, Karen	Washington, Jessica	Watson, Chance
Welch, Jessica	Winkler, Mikayla	Yoshimoto, Makayla
Young, Rico	Zowila, Radwa	

School of Languages & Learning Resources, Irvine Valley College

Adams, Tomoko	Nobuhara, Mutsumi	Okada, Toko
Oma, Junko	Otsuka, Namie	Wang, Taemi

Division of Online Education & Learning Resources, Saddleback College

Alarcon, Maria	Escobosa, Ryan	Gallardo, Christopher
Hernandez, Johoneel	Lamanuzzi, Brenda	Margheim, Maryann
McDermott, Kim	Michaels, Montana	Piel, Cynthia
Rowan, Teresa	Salranera, John Reno	Vasquez, Rebeca
Wagner, Harrison		

* Approval valid to perform volunteer work for a two-year period

TO: Board of Trustees

FROM: Kathleen F. Burke, 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.

STATUS

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.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and
Dr. Glenn R. Roquemore, President, Irvine Valley College*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
6/25/2019 8:00 – 10:20 am	HS 104	Kendrick Kim	BUS 10 Introduction to Business	Angie Weeks & Jessica Siguenza	Entrepreneurship
3/6/20 9:30 – 11:35 am	Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman	Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Ms. Debbie Ploghaus	The Justice System and Humane Treatment of Animals
5/1/20 9:30 – 11:35 am	Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman	Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Ms. Jean Pasco	Can We Survive Politics 2020? What History Tells Us
5/8/2019 9:30 – 11:35 am	Laguna Woods Village Performing Arts Center	Ms. Laura Hoffman	Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Ms. Laura Hoffman	How Photography Changed the World

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
7/30/19 4:30pm	SAC 108	Mark Franco	Dream Scholars Program	Cenia Martinez	Current Immigration and ICE Raids “Know Your Rights”

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Staff Response to Public Comments from the Previous Board Meeting

ACTION: Information

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.

STATUS

A public comment response from staff was not requested during last month's board meeting.

TO: Board of Trustees
FROM: Kathleen F. Burke, 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.

STATUS

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT

August 26, 2019

CAPITAL IMPROVEMENT PLANNING

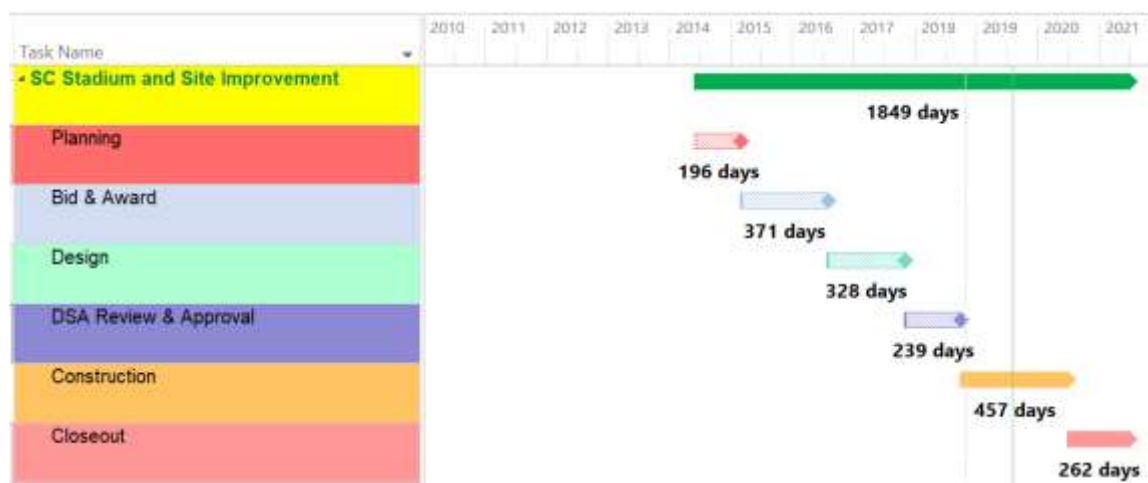
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: http://www.socccd.edu/about/about_planning.html. The District is in the process of developing a new Education Master and Strategic Plan (EMSP) along with a new Facilities Master Plan. We anticipate these to be complete by the end of this fiscal year. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport 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	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Jun 2020*
Complete Working Drawings	Nov 2017	Advertise for FF&E	Oct 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



*Contractor has not provided a compliant schedule. Bleacher subcontractor challenges are expected to impact projected completion. This date remains in question.

Budget Narrative: Budget reflects Board 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 their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
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

Status: Construction Phase: Project is 39% complete.

In Progress: *Working with the County of Orange regarding their storm-drain outfall design comments, installation of electrical switchgear, bleacher and irrigation at practice fields.*

Recently Completed: *Masonry for buildings, irrigation and landscape below retaining wall, delivery of electrical switchgear, sidewalk installation and asphalt patch adjacent to College Drive, stadium north and south entrance hardscape and landscaping and deep drainage at practice fields.*

Focus: Meet with PCL executive team. Arrive at contract compliant schedule. Review contractor's change order requests *and claims; conduct weekly meetings to discuss these.*

2. ATAS BUILDING PROJECT

Project Description: 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 (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



Budget Narrative: In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

Status: DSA Submittal for the ATAS Building project and the new Tennis Courts Center. *Program Validation Phase for the New Connector Road & Parking Lot 5-B.*

In Progress: *Prepare ATAS Building DSA submittal, one-on-one weekly design constructability review meeting with Design-build Entity. Address Moulton Niguel Water District review comments on the Tennis Courts Center construction documents.*

Recently Completed: *Presented the New Connector Road & Parking Lot 5-B conceptual design layouts to Saddleback College Executive Cabinet. Kicked off the program validation phase with Saddleback College FMO, College IT, Athletics Department and Campus Police. Revised Environmental Impact Report to address connector road, parking, and added tennis courts. Moulton Niguel Water District ATAS Building irrigation & landscaping construction document review.*

Focus Issue: *Finalize New Connector Road & Parking Lot 5-B program validation, obtain stakeholders sign-off, and meet with DSA Staff for pre-application meeting.*

3. GATEWAY PROJECT

Project Description: 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 project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jul 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017 and 4/22/2019. 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. On April 22, 2019, the Board approved the funding allocation of \$6,599,180.

	Original	Revision	Total
Project Budget:	\$42,867,000	\$ 8,736,000	\$51,603,000
District Funding Commitment:	\$12,814,000	\$13,444,000	\$26,258,000
State Match:	\$30,053,000	\$(4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$24,712,885	\$26,258,000

Status: *Program Validation Phase (Preliminary Plans).*

In Progress: *Board approval of Design Services agreement.*

Recently Completed: Staff received and evaluated Design Services proposals from eight firms. Recommendation for award presented at this Board meeting. On July 17, 2019, the California Community Colleges Chancellor's Office released State Preliminary Plans, matching funds of \$771,000.

Focus: Begin Preliminary Plans upon award of Design Services agreement.

4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Campus Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Jul 2019	FF&E	N/A
DSA Final Approval	Jul 2019	DSA Closeout	Pending



Budget Narrative: Budget reflects the Board action on 6/26/2017 and 5/21/2018. On June 26, 2017, the Board approved \$3,000,000 for the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Phased Project: Increment 2 construction, including the BGS and SSC buildings, is underway. Increment 3 *construction, including the LRC, AGB, and HS buildings began July 29.* Increment 5 *approved at DSA,* and Increment 6 *received back-check comments from DSA.*

In Progress: Increment 2 and 3 *construction is underway.* Staff is reviewing Increment 6 *back check comments.*

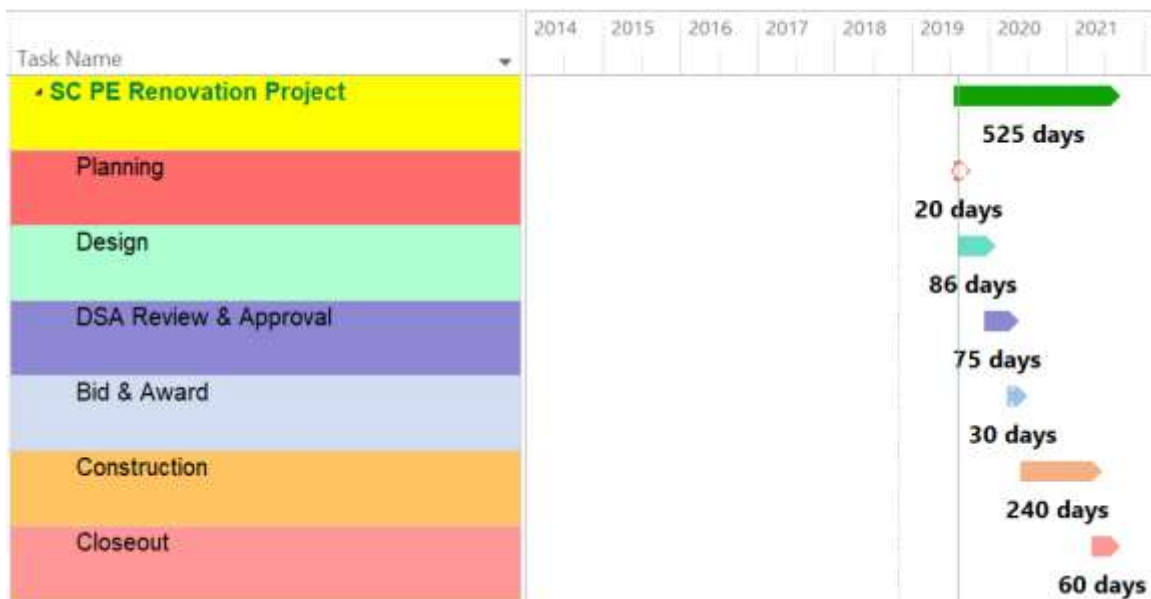
Recently Completed: *Increment 2 Electrical/data backbone completed.* Increment 3 *electrical/data rough-in started.* Increment 4 *procurement is complete.*

Focus: Increment 2, 3, and 4 construction.

5. PE RENOVATION

Project Description: *This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100 building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.*

Start Preliminary Plans	Jul 2019	Award Construction Contract	May 2020
Start Working Drawings	Aug 2019	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	Nov 2020
DSA Final Approval	Mar 2020	DSA Close Out	Pending



***Budget Narrative:** Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June 25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.*

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$0	\$3,400,000
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$0	\$ 800,000
Anticipated State Match:	N/A		

***Status:** Design Phase.*

***In Progress:** Project Initiation; Research and Analysis. Design meetings with user group.*

***Recently Completed:** Kick-off meeting with user group. Hazardous Material Survey of building.*

***Focus:** Locker room design. Survey existing HVAC system for future upgrades.*

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

***Project Description:** 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 southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Dec 2019	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, and 4/22/2019. On June 17, 2013, the Board approved \$61,278. 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. On April 22, 2019, the Board approved the funding allocation of \$7,172,680.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,764,278	\$ 9,318,722	\$45,083,000
District Funding Commitment:	\$10,623,278	\$11,998,000	\$22,621,278
State Match:	\$25,141,000	\$(-2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$22,560,000	\$22,621,278

Status: Pre-Design Phase.

In Progress: Board approval of Design Services agreement.

Recently Completed: Received and evaluated Design Services proposals from eight firms. Recommendation for award presented at this Board meeting. On July 17, 2019, the California Community Colleges Chancellor's Office released State Preliminary Plans matching funds of \$728,000.

Focus: *Begin Preliminary Plans upon award of Design Services agreement.*

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Oct 2019	Begin construction	Jul 2020
Start Working Drawings	Dec 2019	Complete Construction	Dec 2020
Complete Working Drawings	Mar 2020	Advertise for FF&E	N/A
DSA Final Approval	Jun 2020	DSA Close Out	Feb 2021



Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. 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. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: *Solar Shade procurement.*

In Progress: Develop Request for Proposals for the Solar Shade project.

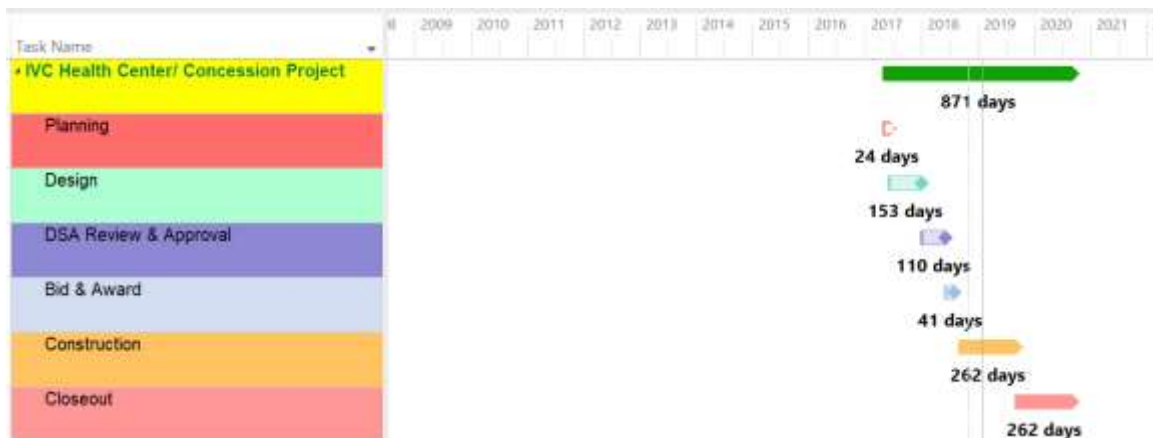
Recently Completed: *Battery Energy Storage System Commercial Operation and start of ten-year energy services agreement, commenced on August 17, 2019.*

Focus: Issue Solar Shade RFQ&P.

3. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one-story building with an estimated 2,214 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. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Oct 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Jun 2019
DSA Final Approval	Jun 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. 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. On May 21, 2018, the Board approved \$1,360,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase: Project is approximately 72% complete.

In Progress: Interior finishes, *electrical and plumbing, exterior siding, site lighting and irrigation is underway.*

Recently Completed: *Building power energized. Wall tile and windows completed. Exterior concrete planters, seat walls and bleachers pad completed.*

Focus: *Complete site concrete and bleachers fabrication, HVAC, and lighting controls.*

4. STUDENT SERVICES CENTER RENOVATION

Project Description: *This project will renovate the 30,558 gross square feet (GSF) Student Services Center to correct structural issues, address programming needs, renovate the food service area, replace skylight, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. In the programming phase, staff will work with the college to evaluate the feasibility for an alternate solution to demolish and reconstruct the building.*

Start Preliminary Plans	Sep 2019	Award Construction Contract	Dec 2021
Start Working Drawings	Jan 2020	Complete Construction	May 2023
Complete Working Drawings	Feb 2021	Advertise for Equipment	Aug 2022
DSA Final Approval	Sep 2021	DSA Close Out	Pending



Budget Narrative: *Budget reflects Board action on 4/22/2019. On April 22, 2019, the Board approved \$23,850,000.*

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$48,300,000	\$0	\$48,300,000
District Funding Commitment:	\$48,300,000	\$0	\$48,300,000
Anticipated State Match:	\$N/A		
Basic Aid Allocation:	\$23,850,000	\$0	\$23,850,000

Status: *Design procurement.*

In Progress: Board approval of Design Services agreement.

Recently Completed: Received and evaluated Design Services proposals from six (6) firms. Recommendation for award presented at this Board meeting.

Focus: Begin programming phase, evaluate feasibility for alternate design solution upon award of Design Services agreement.

ATEP

1. ATEP - IVC FIRST BUILDING

Project Description: 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 building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kW of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018



Budget Narrative: 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 funds 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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
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 Close out.

In Progress: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). Coordinate warranty related items with contractor. Working with contractor to address warranty items.

Recently Completed: Staff met with end users to identify first year discovery items. *Installation of SCE compliant inverters for photovoltaic system.*

Focus: Obtain photovoltaic interconnect agreement with utility agency allowing system to “go live”. Working on getting battery storage system connected to the photovoltaic system. Continue discussions with contractor to address end users’ first-year discovery warranty items.

2. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Oct 2019
Start Working Drawings	Aug 2018	Complete Construction	Feb 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	Apr 2020



Budget Narrative: Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$0	
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Design Phase. *DSA back check review scheduled for August 21, 2019.*

In Progress: Awaiting DSA approval.

Recently Completed: Submitted 100% Construction Documents to DSA. City of Tustin courtesy review completed. Received DSA comments.

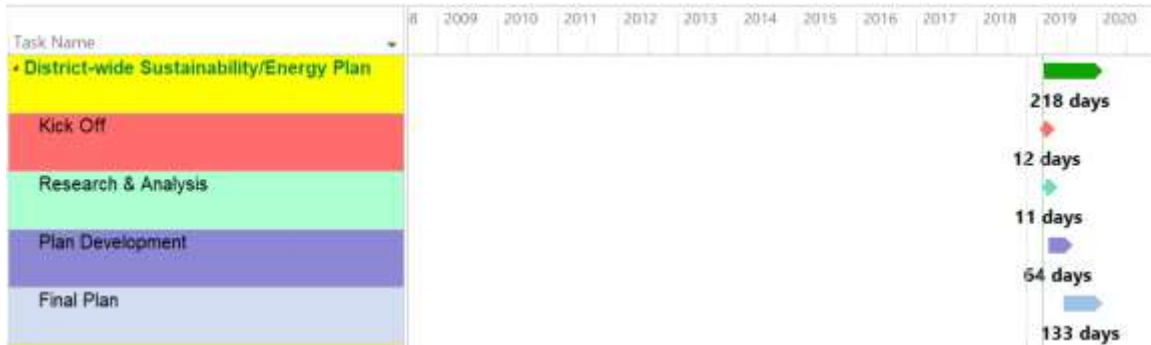
Focus: Develop bid documents. DSA back check appointment.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, provides best practices, aids with energy savings programs, and recommends various sustainability projects. The project has two phases, the first developed building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process.

Kick Off, Phase II	Mar 2019	Start Plan Development	Aug 2019
Start Research/Analysis	Mar 2019	Complete Plan	Oct 2019
Complete Research/Analysis	Aug 2019	Final Plan, Phase II	Dec 2019



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. 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. On May 21, 2018, the Board approved \$200,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: Research and Analysis Phase: 65% complete.

In Progress: Initial utility data is being analyzed – over 200,000 data points collected. Building energy use modeling underway using utility data and State Chancellor’s Office FUSION database. *Greenhouse gas (GHG) inventory analysis added to scope, per the Board of Governors of California Community Colleges Sustainability Policy Resolution.*

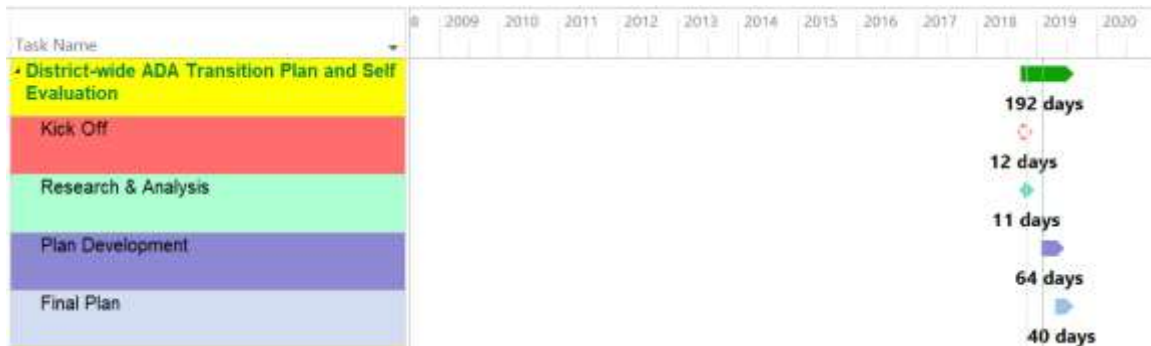
Recently Completed: *Modeling of energy usage by building at IVC.*

Focus: Analysis of interval utility usage data. Develop energy model of each building and its consumption of electricity.

2. ADA TRANSITION PLAN AND SELF EVALUATION

Project Description: The ADA Transition Plan 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 Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Plan Development	Feb 2019
Start Research/Analysis	Nov 2018	Draft Plan	May 2019
Complete Research/Analysis	Jan 2019	Final Plan	Oct 2019



Budget Narrative: 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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
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	\$840,000	\$1,240,000

Status: Phase II Plan Development underway.

In Progress: Draft report and recommendations are under review.

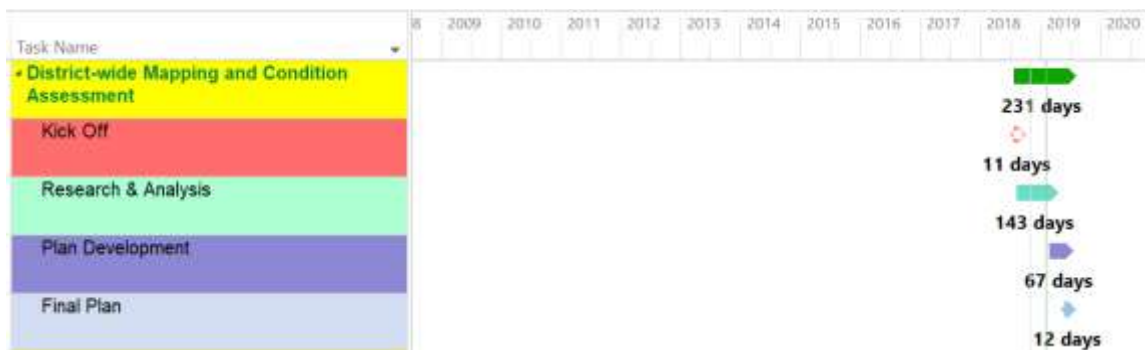
Recently Completed: Draft plan has been reviewed and returned to consultant.

Focus: Complete final plan for district-wide review.

3. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final Plan	Aug 2019



Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: Phase Four (Draft Deliverables Review) at Irvine Valley College. Phase Four (Final Deliverables) at Saddleback College.

In Progress: Finalize *the Condition Assessment & Capacity Analysis report* for IVC.

Recently Completed: Received *IVC* final project deliverables, distributed to project's stakeholders *and concluded page-turn review with IVC's Facilities Maintenance & Operations (FMO), Information Technology (IT) and Campus Police.*

Focus: Continue review of *Condition Assessment & Capacity Analysis Report* with IVC's FMO, IT and Campus Police. Present final project deliverables to IVC's Executive Cabinet *and initiate Saddleback College Acreage Exhibit.*

GENERAL NOTES

- Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.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 50% match) as the economy has changed 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: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Quarterly Investment Report |

ACTION: Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on June 30, 2019, our cash balances were \$379,787,716.94 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 2.33% compared to prior quarter of 2.23%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$27,248,467.26, and the LAIF investment pool is yielding an average of 2.57% compared to prior quarter of 2.55%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of July 31, 2019, total estimated Basic Aid receipts are \$933.3M and total approved projects are \$908.6M as shown in EXHIBIT A. The balance of \$24.7M is the reserve for unrealized tax collections, property taxes received in excess of the amount budgeted, and returned funds available for distribution.

To date, \$617.8 million has been spent and \$94.3 million is committed leaving \$196.5 million as the balance remaining to be spent on current projects.

Changes from the April 2019 report include \$85.7M of new receipts and \$93.5M of new project allocations recommended at the April 22, 2019 board of trustees meeting. Projects with adjusted allocations and new projects are highlighted.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 26, 2019**

Project Description	Approved Amount	1999/2017 Actual	2017/18 Actual	2018/19 Actual	2019/20 YTD Actual	2019/20 YTD Obligations	Balance Remaining for 2019/20
CLOSED PROJECTS TOTAL	286,172,471	281,395,044	3,914,111	863,316	-	-	-
CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13,700,000	6,910,874	-	-	-	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	10,537,344	12,783,368	320,079	800	33,261	3,725,148
ATEP First Building Support (2017)	2,317,303	-	471,425	542,011	10,065	19,660	1,274,142
ATEP Signage (2018 & 2019)	4,931,121	-	-	111,447	-	29,296	4,790,378
ATEP Site Development (2013 & 2019)	12,625,000	4,371,741	3,819,736	1,103,962	1,751	1,518,898	1,808,912
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	1,328,719	4,758,015	915,868	-	71,378	2,401,020
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC Access Controls (2018 & 2019)	4,200,000	-	-	687,842	(123,968)	455,260	3,180,866
IVC B200 (2015, 2018 & 2019)	2,100,000	155,444	61,515	83,726	134,333	1,664,982	-
IVC B400 Labs and Entrance Controls (2015)	296,078	5,933	182,903	3,998	-	3,244	100,000
IVC Defects Performing Arts Center (2014)	1,400,000	108,993	41,346	721,682	-	41,266	486,713
IVC Design and Install Entrance from Barranca (2003)	2,282,511	2,173,981	70,855	9,400	-	-	28,275
IVC Electric Vehicle Charging Station (2019)	400,000	-	-	-	-	-	400,000
IVC Fine Arts Building (2008 & 2019)	22,621,278	61,278	-	-	-	-	22,560,000
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000	190,180	363,732	3,630,510	10,953	2,325,245	979,380
IVC Library Renovation (2019)	900,000	-	-	-	-	-	900,000
IVC Lighting & Walkways (2013)	795,055	538,907	31,500	12,112	-	6,051	206,485
IVC New Parking Lot (2013 & 2018)	8,788,000	124,442	289,578	2,870,876	690	491,600	5,010,814
IVC Soccer and Practice Fields (2018 & 2019)	10,175,000	-	-	-	-	-	10,175,000
IVC Student Services Center Renovation (2019)	23,850,000	-	-	-	-	-	23,850,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	5,700	64,401	609,899	-	-	-
SC Access Controls (2018)	4,000,000	-	-	478,367	197,005	3,166,635	157,993
SC ATAS Building (2003 & 2018)	64,100,000	-	693,343	3,996,972	250,050	46,349,815	12,809,820
SC BMS Controls (2019)	4,900,000	-	-	-	-	-	4,900,000
SC Data Center Project (2016)	1,000,000	7,472	35,558	6,460	-	-	950,510
SC Fire Alarm System (2015)	500,000	46,259	14,416	-	-	-	439,325
SC New Gateway Building (2013 & 2019)	26,258,000	-	-	-	-	-	26,258,000
SC PE 400 and 500 Renovation (2014)	2,388,737	-	-	1,204	-	7,520	2,380,013
SC PE Renovation (2018)	211,263	63,276	147,987	-	-	-	-
SC Sciences Building (M/S/E annex) (2003)	62,399,870	61,903,704	13,370	895	-	-	481,901
SC SME Building Renovation (2016)	750,000	1,499	39,668	319,812	-	-	389,021
SC Stadium and Site Improvements (2008)	39,525,000	820,764	371,780	2,870,678	(238,700)	32,270,607	3,429,871
SC TAS Building Renovation (2018)	1,308,935	1,308,935	-	-	-	-	-
SC Walkway Lot 9 to Quad (2017 & 2018)	550,000	-	173,348	376,652	-	-	-
SC Water Damages/Storm Drainage Issues (2013)	750,000	28,532	-	-	-	-	721,468
SOCCCD District-wide ADA Transition Plan Projects (2017 & 2019)	9,000,000	-	-	-	-	1,600,000	7,400,000
SOCCCD District-wide Warehouse Canopy (2019)	460,000	-	-	-	-	-	460,000
CAPITAL PROJECTS TOTAL	375,043,156	90,693,977	24,427,844	19,674,452	242,979	90,054,718	149,949,186
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000	7,119	65,679	155,516	-	-	46,686
IVC SM B100 Roof & HVAC (2015)	493,350	-	-	10,704	-	-	482,646
IVC SM Electrical (2018)	150,000	-	-	-	-	-	150,000
IVC SM Floors & Finishes (2018)	92,500	-	-	49,438	-	1,300	41,762
IVC SM Mechanical (2019)	1,664,081	-	-	-	-	-	1,664,081
IVC SM Painting (2018)	171,581	-	-	-	-	-	171,581
IVC SM Plumbing (2019)	250,000	-	-	-	-	-	250,000
IVC SM Roofs (2018)	1,500,000	-	-	135,983	5,331	2,780	1,355,906
SC HVAC PE 100 (2014)	-	-	-	-	-	-	-
SC PE 200 Bleacher Repairs (2014)	575,000	208,125	366,875	-	-	-	-
SC SM Campus Landscaping Improvement (2019)	1,050,000	-	-	-	-	-	1,050,000
SC SM Campus Signage (2019)	125,000	-	-	-	-	-	125,000
SC SM Central Plant Equipment (2019)	250,000	-	-	-	-	-	250,000
SC SM IT Power Upgrade (2019)	300,000	-	-	-	-	-	300,000
SC SM Swimming Pool Equipment (2019)	275,000	-	-	-	-	-	275,000
SC SM Swimming Pool Refurbishment (2019)	200,000	-	-	-	-	-	200,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	7,371,512	215,244	432,554	351,641	5,331	4,080	6,362,662

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 26, 2019**

Project Description	Approved Amount	1999/2017 Actual	2017/18 Actual	2018/19 Actual	2019/20 YTD Actual	2019/20 YTD Obligations	Balance Remaining for 2019/20
IT PROJECTS							
Campus Desktop Refresh (2015, 2018 & 2019)	6,513,910	1,503,831	1,585,710	1,313,503	(17,925)	73,500	2,055,291
IVC Cabling (2018)	32,000	-	-	-	-	-	32,000
IVC Network Access Control (2018)	160,000	-	-	160,000	(11,200)	11,200	-
IVC Server Refresh (2018 & 2019)	350,000	-	-	137,202	-	-	212,798
SC Cabling (2018 & 2019)	455,845	-	-	14,700	-	-	441,145
SC Server Refresh (2018)	207,247	-	-	199,846	(72)	72	7,401
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	196,932	33,686	130,334	-	20,000	72,648
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	38,416	-	-	-	-	77,184
SOCCCD Automated Student Assistant (AI Chatbot) (2018)	475,000	-	-	-	-	-	475,000
SOCCCD Classroom Technology and AV Refresh (2016, 2018 & 2019)	9,966,154	485,961	134,207	976,547	(45,521)	508,446	7,906,514
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	574,232	124,335	-	-	-	36,433
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000	-	-	30,232	-	11,368	18,400
SOCCCD Curriculum Management System (2018)	467,600	-	-	23,801	-	93,072	350,727
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	1,280,403	130,532	87,154	-	-	96,631
SOCCCD DevOps / Identity Management Engineering (2018)	200,000	-	-	63,273	-	94,514	42,213
SOCCCD District-wide Network Security (2015)	1,064,395	363,117	149,670	299,538	-	100,070	152,000
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	6,680,119	64,759	151,249	-	88,025	506
SOCCCD Faculty Syllabus Builder (2018)	315,000	-	-	-	-	250,000	65,000
SOCCCD HR/Bus Svcs Integrated Software (2013, 2018 & 2019)	18,492,300	13,611,859	1,507,314	1,427,044	57,378	108,736	1,779,969
SOCCCD Information Security Contract Services (2018)	360,000	-	-	-	-	66,900	293,100
SOCCCD Infrastructure Expansion (2018)	170,000	-	-	-	-	29,500	140,500
SOCCCD Innovation Fund (2018 & 2019)	1,241,978	-	-	-	117,000	-	1,124,978
SOCCCD IT Basic Aid Projects (2013) IT Contingency	610,276	64,600	-	-	-	-	545,676
SOCCCD IT Projects SC/IVC/AEP Instruct & Student Svc (2010)	8,744,770	8,697,086	12,544	5,631	-	-	29,509
SOCCCD MAP Enhancements (2017, 2018 & 2019)	1,050,000	-	191,384	308,878	6,848	26,767	516,123
SOCCCD MySite Faculty Services Upgrade (2018)	275,000	-	-	-	-	200,000	75,000
SOCCCD New Student Print Solution (2016)	238,921	215,203	-	1,791	18,517	1,809	1,601
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	5,199	36,225	-	-	-	159,576
SOCCCD Predictive Analytics (2013)	250,000	197,300	6,710	-	-	-	45,990
SOCCCD Privilege Access Management (PAM) (2018)	290,000	-	-	240,000	-	-	50,000
SOCCCD Refresh MDF and IDF (2016)	1,000,000	290,437	26,854	127,779	-	19,590	535,340
SOCCCD Registration Restriction Module (2018)	302,400	-	-	57,835	11,016	233,549	-
SOCCCD Server and Storage Scheduled Maintenance (2016)	350,000	235,662	12,531	101,807	(6,545)	6,545	-
IVC SAN (2019)	865,200	-	-	-	-	-	865,200
IVC Wireless Aps & Controllers (2019)	100,000	-	-	-	-	-	100,000
SOCCCD Block Registration (2019)	100,000	-	-	-	-	-	100,000
SOCCCD Canvas Grade Submission Integration (2019)	150,000	-	-	-	-	-	150,000
SOCCCD DW Content Management System for Websites (2019)	200,000	-	-	-	-	-	200,000
SOCCCD DW Employee Email Infrastructure Enhancements (2019)	160,000	-	-	-	-	-	160,000
SOCCCD DW Information Security Initiatives (2019)	240,000	-	-	-	-	-	240,000
SOCCCD DW IT Infrastructure Strategic Planning (2019)	190,000	-	-	-	-	-	190,000
SOCCCD Guided Pathways One-Click Registration (2019)	285,000	-	-	-	-	-	285,000
SOCCCD Identity Management Assessment and Design (2019)	150,000	-	-	-	-	-	150,000
SOCCCD IT Engineering Services Support (2019)	300,000	-	-	-	-	-	300,000
SOCCCD On-premise and Cloud-based Systems Infra Expansion (2019)	500,000	-	-	-	-	-	500,000
SOCCCD Replace District Data Center HVAC Units (2019)	350,000	-	-	-	-	-	350,000
SOCCCD Server Configuration & Security (2017)	180,000	-	27,247	127,200	-	25,553	-
SOCCCD Service Desk Software (2017)	560,000	-	9,835	366,261	-	88,904	95,000
SOCCCD SIS Architecture Upgrade (2019)	450,000	-	-	-	-	-	450,000
SOCCCD SIS Student Health (2018)	350,000	-	-	217,101	541	17,357	115,001
SOCCCD Student Activity Tracking, Workflow and Transcript (2019)	300,000	-	-	-	-	-	300,000
SOCCCD Student Appointment System (2019)	278,000	-	-	-	-	-	278,000
SOCCCD Student Early Alert System (2016)	226,800	-	36,752	123,612	938	65,498	-
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	-	-	600,000
SOCCCD Student Information System Enhancement (2013, 2018 & 2019)	13,584,000	7,266,438	2,314,102	1,945,362	84,769	149,567	1,823,762
SOCCCD Student Recruiting (2019)	302,400	-	-	-	-	-	302,400

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 26, 2019**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2017 Actual</i>	<i>2017/18 Actual</i>	<i>2018/19 Actual</i>	<i>2019/20 YTD Actual</i>	<i>2019/20 YTD Obligations</i>	<i>Balance Remaining for 2019/20</i>
SOCCCD Student Success Roadmap (2017)	875,000	-	1,608	322,588	-	345,656	205,148
SOCCCD System Testing and Stability (2016)	377,000	62,604	281,765	1,650	-	30,350	631
SOCCCD Tableau for Data Visualization (2016)	270,000	231,839	4,193	19,558	1,576	-	12,834
SOCCCD Unified Student ID Card (2016)	452,000	-	75,190	113,296	(1,082)	16,966	247,630
SOCCCD Waitlist Modification (2014)	699,600	252,350	4,090	159,572	26,794	256,794	-
SOCCCD Wireless Coverage Expansion (2015)	738,000	463,761	212,570	61,669	-	-	-
SOCCCD Wireless Upgrade (2016 & 2019)	2,557,990	20,017	791,591	383,839	(16,605)	42,811	1,336,337
SOCCCD Workday Student BPA Sessions (2016)	317,800	115,914	-	-	-	-	201,886
SOCCCD Workday Student Influencer Program (2016)	375,000	161,756	12,965	14,701	-	157	185,421
IT PROJECTS TOTAL	90,811,164	43,015,036	7,788,369	9,714,553	226,427	2,983,276	27,083,503
OTHER ALLOCATIONS							
SOCCCD Architectural Standards (2019)	1,500,000	-	-	-	-	-	1,500,000
SOCCCD Design/Build Specialty Consultant (2013)	525,000	291,587	-	-	-	-	233,413
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	657,532	26,631	268,749	-	76,317	210,771
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	48	32,356	2,521,267	-	389,245	957,084
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	227,376	58,495	100,995	-	238,239	14,895
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	66,552	118,564	3,058	-	18,250	378,576
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	174,201	-	6,665	-	119,080	615,054
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-	25,849	237,682	-	275,477	860,992
SOCCCD FPP, IPP, 5 Year Plans (2013 & 2019)	1,350,000	9,637	26,664	173,310	-	3,174	1,137,215
SOCCCD Insurance Deductibles (2014)	900,000	400,000	-	500,000	-	-	-
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,265,000	797,600	130,751	99,810	5,700	12,737	218,402
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	185,974	52,705	(7,236)	-	66,981	564,576
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	27,100,000	12,600,000	-	-	-	-
SOCCCD Pre-Planning and Investigation (2015, 2018 & 2019)	1,181,140	181,644	53,797	370,230	-	8,896	566,573
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	2,625,684	-	563,519	-	-	159,785
SOCCCD Retiree Benefits (2001 - present)	89,881,683	74,677,683	4,610,000	4,894,000	-	-	5,700,000
OTHER ALLOCATIONS TOTAL	149,194,811	107,395,518	17,735,812	9,732,049	5,700	1,208,396	13,117,336

BASIC AID PROJECT TOTALS	908,593,114	522,714,819	54,298,690	40,336,011	480,437	94,250,470	196,512,687
---------------------------------	--------------------	--------------------	-------------------	-------------------	----------------	-------------------	--------------------

Commitments	671,945,606	61,679,072	81,512,238				93,456,198
Cumulative Commitments	671,945,606	733,624,678	815,136,916				908,593,114
Receipts	694,282,935	72,940,087	80,300,099				85,727,097
Cumulative Receipts	694,282,935	767,223,022	847,523,121				933,250,218
Cumulative Expenses	522,714,819	577,013,509	617,349,520				617,829,957
Uncommitted Basic Aid Funds	171,568,116	190,209,513	230,173,601				24,657,104

	<i>Approved Amount</i>					<i>Receipts Change</i>	<i>Commitment Change</i>
Change from April 2019 Report:							
<i>FY 2019-20 Basic Aid Allocation</i>							93,456,198
<i>FY 2018-19 Increase/(Decrease) in Receipts</i>						7,360,012	
<i>FY 2019-20 Estimated Receipts</i>						85,727,097	
Total Change from April 2019 Report						93,087,109	93,456,198

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending June 30, 2019 (EXHIBIT A).

For June, the portfolio was composed of 45.1% common stocks (domestic and international) and 54.9% fixed funds (bonds). The portfolio's performance increased 3.60%, ending with a fair market value of \$123,157,480 and an annualized return of 5.62% since inception.

July 15, 2019

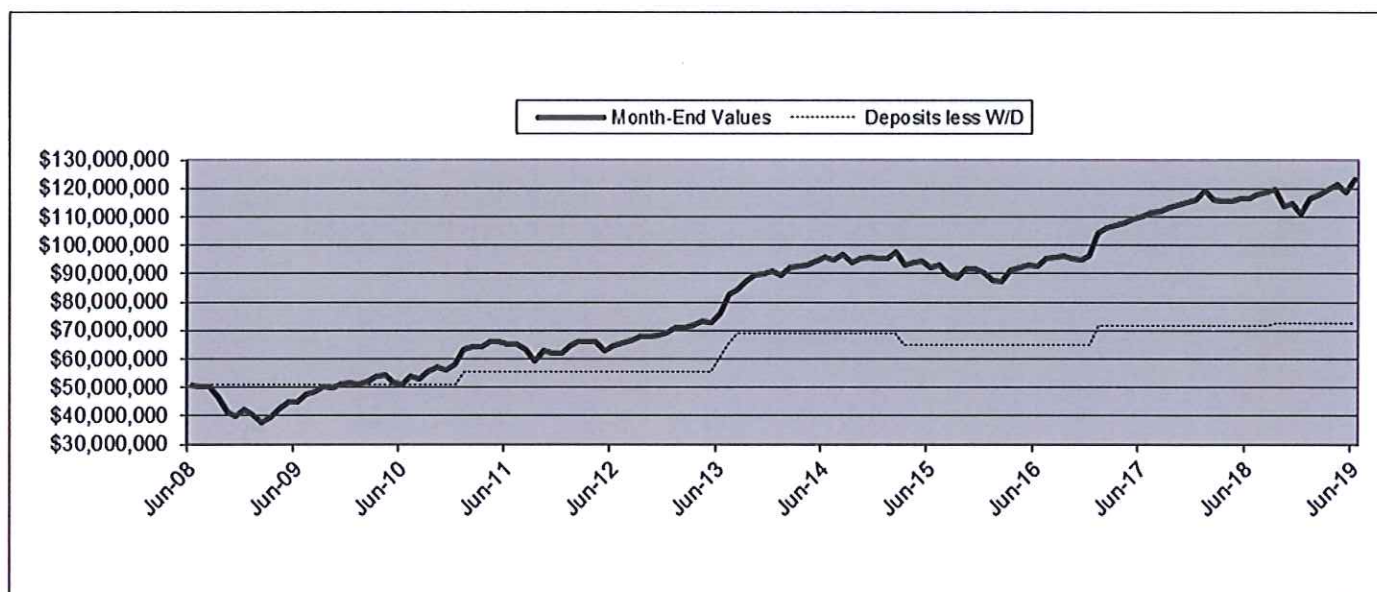
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

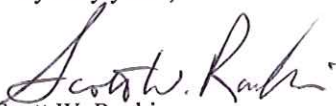
With a fair market value on June 30th of \$123,157,479.93 your portfolio's performance was up 3.60% for the month and up 5.62% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (45.1%) and fixed income funds (54.9%). It was designed to be invested over a long time frame. Total deposits in the amount of \$76,729,695.11 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>June 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	3.60%	10.67%	5.62% annualized return
S&P 500	7.05%	18.54%	10.20% (Domestic Stocks)
MSCI EAFE	5.93%	14.03%	2.68% (International stocks)
Barclays Aggregate	1.26%	6.12%	4.10% (Domestic Bonds)
Barclays Global	2.22%	5.55%	2.87% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
July-18	\$ -	\$ 71,676,602	\$ 117,809,747
August-18	\$ -	\$ 71,676,602	\$ 118,920,059
September-18	\$ 1,053,093	\$ 72,729,695	\$ 119,738,877
October-18	\$ -	\$ 72,729,695	\$ 113,870,918
November-18	\$ -	\$ 72,729,695	\$ 114,824,706
December-18	\$ -	\$ 72,729,695	\$ 110,932,006
January-19	\$ -	\$ 72,729,695	\$ 116,522,929
February-19	\$ -	\$ 72,729,695	\$ 118,015,218
March-19	\$ -	\$ 72,729,695	\$ 119,209,320
April-19	\$ -	\$ 72,729,695	\$ 121,481,300
May-19	\$ -	\$ 72,729,695	\$ 118,767,014
June-19	\$ -	\$ 72,729,695	\$ 123,157,480
	\$ 72,729,695		

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Irrevocable Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending June 30, 2019 (EXHIBIT A). The portfolio is composed of 14.3% equity funds and 85.7% fixed income mutual funds. The portfolio's performance for the quarter increased 2.67%, ending with a fair market value of \$32,089,876. The annualized return since inception is 3.12%. In this quarter, \$1,640,570 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

July 15, 2019

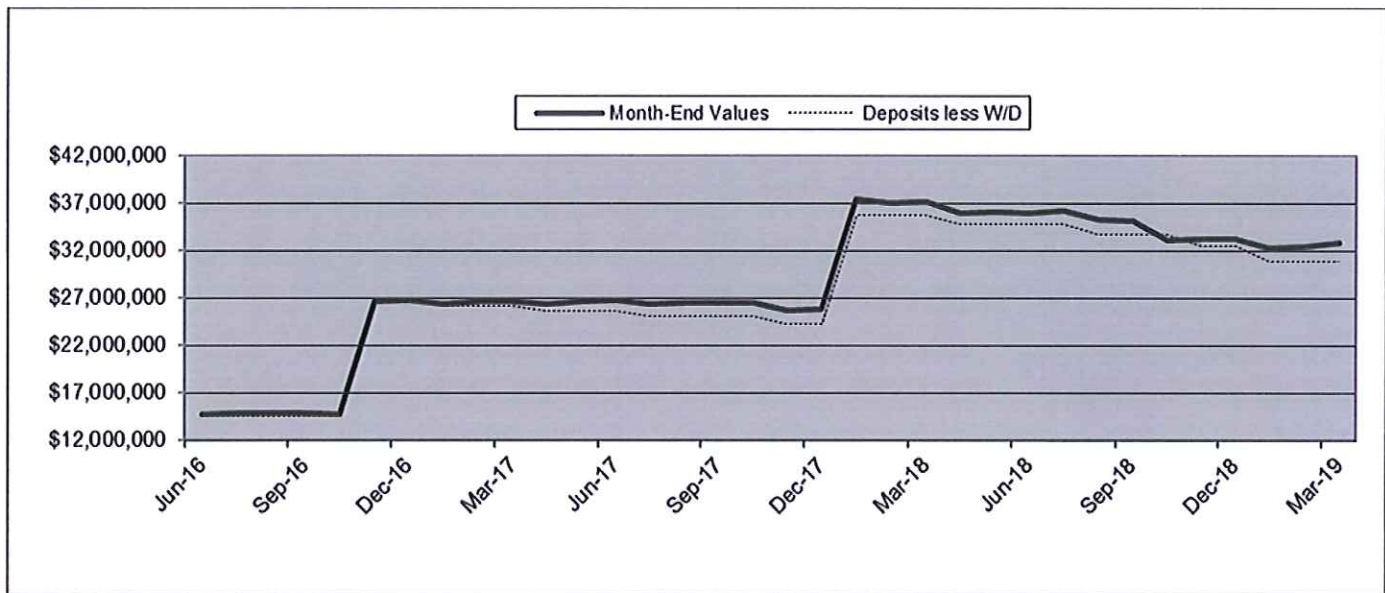
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

With a fair market value on June 30th of \$32,089,876.39 your portfolio's performance was up 2.67% for the quarter and up 3.12% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (14.3%) and fixed income funds (85.7%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$10,539,681 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>2nd Quarter 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	2.67%	6.56%	3.12% annualized return
S&P 500	4.31%	18.54%	14.20% (Domestic Stocks)
MSCI EAFE	3.68%	14.03%	9.11% (International stocks)
Barclays Aggregate	3.09%	6.12%	2.32% (Domestic Bonds)
Barclays Global	3.29%	5.55%	1.61% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615
March-2019	-	39,700,000	1,657,268	32,819,620
June-2019	-	39,700,000	1,640,570	32,089,876

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Reports from Administration and Governance Groups

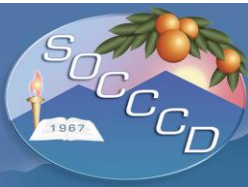
ACTION: None

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 with this item 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



DATE: August 26, 2019
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen F. Burke, Ed.D.
SUBJECT: District Services Report for August 26, 2019

CCLC Legislative Committee Webinar

On July 16, the Community College League of California (CCLC) held their monthly Legislative Committee Webinar, where lead staff provided updates about legislative bills that have potential affects to our colleges and district. Most notable was the update about Assembly Bill 1727 (Weber) related to non-credit funding for career development and college preparation courses. To date, the bill passed the State Assembly to the Senate Education Committee, where it has been referred to Senate Appropriations Committee suspense file.

ATEP Study Session and Tour



Trustees and executive staff attended a tour of the ATEP site and special study session about past, current, and future ATEP Development on July 16. Presentations were made about permissible and potential uses, along with information about proposed plans surrounding the ATEP site. Communication about this very important opportunity is vital to the

future of enhanced services to our students and the community. Many thanks to all who attended and presented, including Medhanie Ephrem, Victor Negrete, Vice Chancellor Ann Marie Gabel and staff from NAI Capital.

Professional Development Week – Opening Session

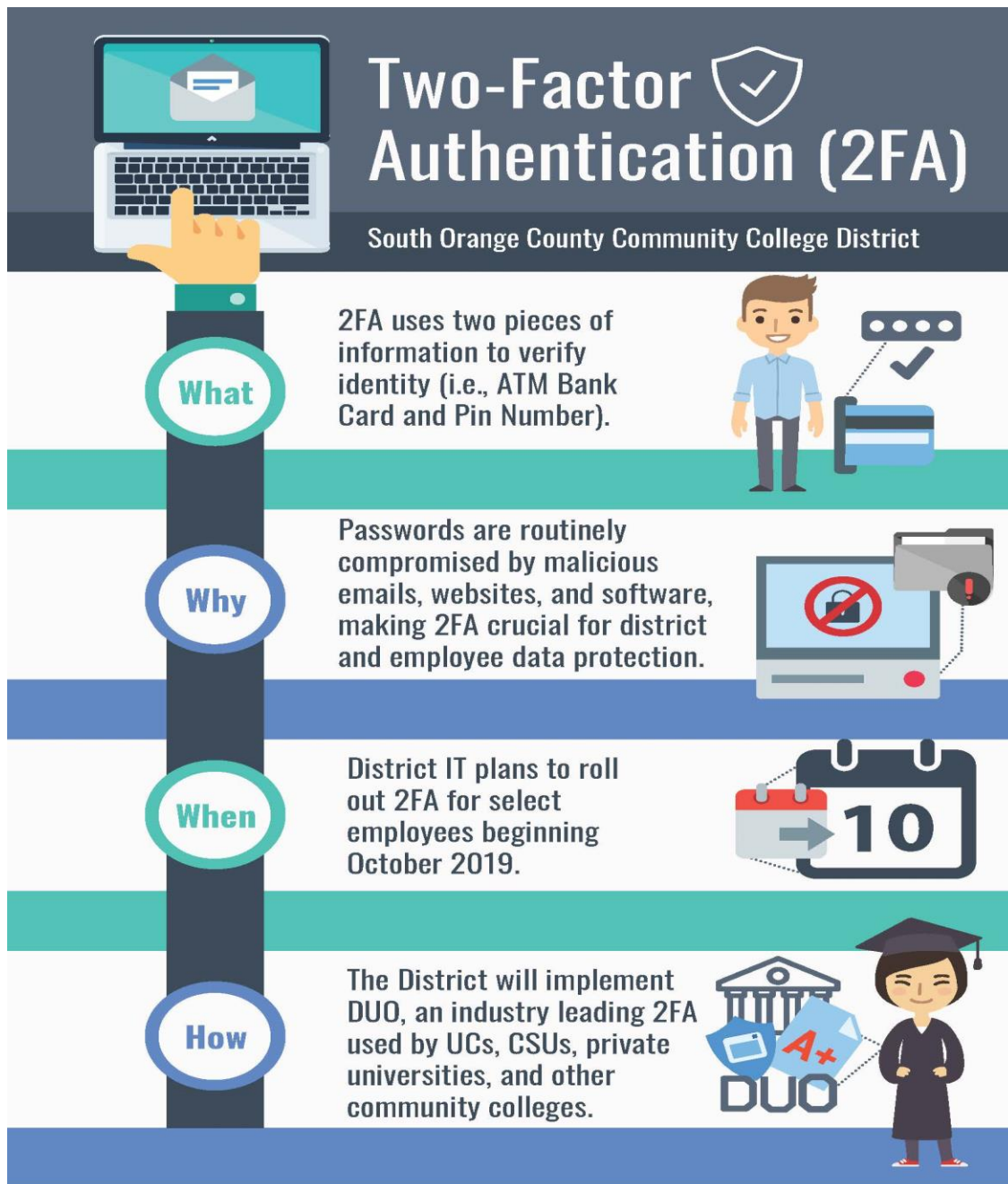
On August 12, I was pleased to join the Board of Trustees and Presidents Roquemore and Stern, to welcome esteemed faculty from IVC and Saddleback back to their campuses. We kicked-off Professional Development Week with a presentation about inclusivity and a celebration of our efforts to support students throughout the year. During the opening session, we also received a presentation from acclaimed free speech expert, Michelle Deutchman, executive director of UC's National Center for Free Speech and Civic Engagement. From Michelle's presentation we learned about the long history of the free speech movement, the first amendment's position in culture today, and how students, faculty, and administrators work within free speech on college campuses. Finally, we enthusiastically heard from the Saddleback College Chamber Singers and honored faculty for their years of service in the district, with a presentation of service pins to those serving between five and 40 years.



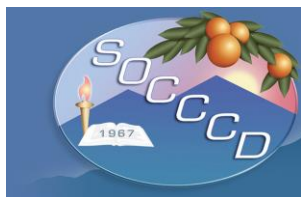


District IT – Two Factor Authentication

District IT is planning for October 2019, the implementation of a two-factor authentication process. With cyber-attacks on the rise, such a process will ensure stronger security and protection of district information and employee personnel information. For remote access to web applications such as email from a web browser, the District plans to protect employees through a two-factor authentication system called DUO—an industry leading system, used by UCs, CSUs, private universities and other California community colleges. Before launch, an education campaign has been developed to provide employees navigation tools through FAQ Sheets and infographics. For more information, please view the [frequently asked questions](#) document or the image below.



For more information, look to the SOCCCD 2FA FAQ Sheet:
<http://www.socccd.edu/technologyandlearning/documents/Two-FactorAuthenticationFAQ.pdf>



New Edition of RISE

The summer edition of RISE is now available on SharePoint. RISE is an internal quarterly newsletter featuring newly hired district staff and one college employee with notable accomplishments, rotating between IVC and Saddleback College each quarter. The latest edition features:

- Vanessa Cortez – Benefit's Specialist
- David Yang – Assistance Director of Fiscal Services
- Virginia Romero – Payroll Specialist
- Karen Dubert – Director of Employee Relations and Title IX Compliance
- College Spotlight – Saddleback College's Efrén Malagon – Equipment Manager

RISE

QUARTERLY NEWSLETTER FEATURING DISTRICT EMPLOYEES

DISTRICT UPDATE

TIME-OFF CATEGORIES
As an employee, you are entitled to certain time-off categories. These categories are defined by the district's policies and procedures. It is important to understand these categories and how to use them. For more information, please contact your supervisor or the Human Resources Department.

VACATION TIME
Vacation time is a benefit provided to employees. It is a type of time-off that can be used for any purpose. Employees are entitled to a certain number of vacation days per year. These days can be used for any purpose, including vacation, sick leave, or personal time. For more information, please contact your supervisor or the Human Resources Department.

SICK TIME
Sick time is a benefit provided to employees. It is a type of time-off that can be used for any purpose. Employees are entitled to a certain number of sick days per year. These days can be used for any purpose, including sick leave, personal time, or vacation. For more information, please contact your supervisor or the Human Resources Department.

PERSONAL TIME
Personal time is a benefit provided to employees. It is a type of time-off that can be used for any purpose. Employees are entitled to a certain number of personal days per year. These days can be used for any purpose, including personal time, vacation, or sick leave. For more information, please contact your supervisor or the Human Resources Department.

EMPLOYEE PROFILE
Vanessa Cortez
District Services: Benefit's Specialist
Vanessa Cortez is a Benefit's Specialist at the District Services Department. She has been with the district for 10 years. She is a native of Mexico and has a degree in Business Administration from the University of California, San Diego. She is a member of the National Association of Public Employees (NAPE) and the American Association of University Professors (AAUP). She is also a member of the District's Employee Union. She is a dedicated professional and a team player. She is always willing to help her colleagues and to take on new challenges. She is a great asset to the district.

HIRING
July 2019

EMPLOYEE PROFILE

David Yang
District Services: Assistant Director of Fiscal Services
David Yang is the Assistant Director of Fiscal Services at the District Services Department. He has been with the district for 15 years. He is a native of China and has a degree in Finance from the University of California, San Diego. He is a member of the National Association of Public Employees (NAPE) and the American Association of University Professors (AAUP). He is also a member of the District's Employee Union. He is a dedicated professional and a team player. He is always willing to help his colleagues and to take on new challenges. He is a great asset to the district.

HIRING
July 2019

EMPLOYEE PROFILE

Virginia Romero
District Services: Payroll Specialist
Virginia Romero is a Payroll Specialist at the District Services Department. She has been with the district for 10 years. She is a native of Mexico and has a degree in Business Administration from the University of California, San Diego. She is a member of the National Association of Public Employees (NAPE) and the American Association of University Professors (AAUP). She is also a member of the District's Employee Union. She is a dedicated professional and a team player. She is always willing to help her colleagues and to take on new challenges. She is a great asset to the district.

HIRING
July 2019

EMPLOYEE PROFILE

Karen Dubert
District Services: Director of Employee Relations and Title IX Compliance
Karen Dubert is the Director of Employee Relations and Title IX Compliance at the District Services Department. She has been with the district for 15 years. She is a native of Mexico and has a degree in Business Administration from the University of California, San Diego. She is a member of the National Association of Public Employees (NAPE) and the American Association of University Professors (AAUP). She is also a member of the District's Employee Union. She is a dedicated professional and a team player. She is always willing to help her colleagues and to take on new challenges. She is a great asset to the district.

HIRING
July 2019

EMPLOYEE PROFILE

Efrén Malagon
Saddleback College: Equipment Manager
Efrén Malagon is the Equipment Manager at Saddleback College. He has been with the college for 15 years. He is a native of Mexico and has a degree in Business Administration from the University of California, San Diego. He is a member of the National Association of Public Employees (NAPE) and the American Association of University Professors (AAUP). He is also a member of the District's Employee Union. He is a dedicated professional and a team player. He is always willing to help his colleagues and to take on new challenges. He is a great asset to the district.

HIRING
1998



OC Black Chamber of Commerce Gala

On August 22, I was honored to attend the Orange County Black Chamber of Commerce annual gala at the Grove in Anaheim, with representatives from both Irvine Valley College and Saddleback College. Given the Black Chamber's outstanding support of veterans and higher education, it was a great pleasure to support their efforts in our community. We are thankful for the strong partnership with the Orange County Black Chamber of Commerce and thank Executive Director, Bobby McDonald, for his consistent engagement with the South Orange County Community College District.

State Legislative Update

Legislative reports from our state and federal lobbyists were sent to the Board of Trustees in the beginning of August. Some key points to take note of are outlined below:

AB 302-BERMAN: PARKING: HOMELESS STUDENTS [as amended July 11]

Until December 31, 2022, community college districts would be required to grant homeless students overnight access to on-campus parking facilities so that they may sleep in their vehicles, or provide such students with specified housing services.

The bill went out of Senate Judiciary Committee on a 7-1 vote, with an amendment to address the liability issues related to the mandate. Although the Community College League of California submitted a legal analysis regarding the need for districts to be granted liability waivers, the committee instead adopted amendments to grant immunity to districts in certain circumstances.

Specifically, the amendments in Senate Judiciary Committee provide immunity to community college districts where they "are not civilly liable for a district employee's good faith act or omission that fails to prevent an injury to a participating student that occurs in close proximity to, and during the hours of operation of, overnight parking". This immunity is granted only if districts adopt a plan of action pursuant to requirements specified in the bill and develop a document that outlines the rules and procedures contained in the plan. The bill will be heard in Senate Appropriations Committee when the legislature returns from its summer recess. Remaining issues to address:

1. Funding for implementation of the mandate,
2. Whether homeless students should be required to submit a FAFSA as a condition of participation,
3. Participation of students with disabilities,
4. Whether related non-students [e.g. children, spouses, visitors, animals] should be allowed to occupy the vehicles, and
5. Conflicts with Municipal codes.

The full text of AB 302 can be found [here](#).

AB 1486 – TING: SURPLUS LAND


The Education Code 81192-91422 sections applicable to California community college owned land were added to the carved out amendments of the AB 1486, which would essentially exempt any land from the provisions of AB 1486 that is already subject to those Education and Health/Safety Code sections. Although the amendments may not show up in the appropriations analysis, we have received confirmation from the Assemblymember's staff that the amendments will be in the floor analysis should the bill make it out of suspense. The full text of AB 1496 can be found [here](#).



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: August 15, 2019

SUBJECT: President's Report for the August 26, 2019 Board of Trustees Meeting

Irvine Valley College President's Fall 2019 Opening Session

On August 13, President Roquemore hosted his annual fall opening session as part of the Faculty Professional Development Week. His session, entitled *Building Bridges for Our Students* emphasized IVC's commitment to diversity, equity and inclusion. Following breakfast, President Roquemore provided updates on Guided Pathways, college accomplishments and other campus-wide activities. His session also featured keynote speakers, Shaun R. Harper, PhD, Executive Director of the Race and Equity Center & Chair in Urban Leadership at the University of Southern California and Audrey Dow, MA, Senior Vice President for the Campaign for College Opportunity.

IVC Executive Director elected to Board of Directors for the Network of California Community College Foundations, (Network)

Elissa Oransky, Executive Director of the IVC Foundation, has been elected to serve a 3-year term on the Network of California Community College Foundations (Network) Board of Directors. The Network is a professional association representing over 80% of the executive directors and advancement professionals dedicated to advancing the missions of the California Community Colleges.



IVC Sets Student on a Path to Columbia

IVC student Paul Lee graduated with honors this past spring and will move to New York to attend Columbia University in the fall. Paul's story is one that involves struggling to keep up with his competitive high school academic program, pursuing a modeling career in Korea after graduation, and returning back to Irvine to begin taking classes at IVC. Paul credits IVC with being the place where he found his confidence and stepped out of his comfort zone to pursue the next step he had always dreamed of. During his time at IVC he secured an internship with Wonum, a Korean entertainment company, where he used his skills to create algorithms designed to produce data sets in a time efficient manner for his bosses. He plans to study financial economics and math at Columbia.

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
Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

An Equal Opportunity Institution

IVC Psi Beta Chapter and Students win National Awards

The IVC chapter of Psi Beta, the Psychology Honor Society, won the Chapter Excellence Award for 2018-2019. The team scored a 15 on the rating scale which exceeded the minimum of 10 points required to qualify for national recognition. Student Natalie Tucker, won first place for her research paper titled, "The Examination between Accuracy in Personality Judgements and Perceptions of Closeness." She received a check for \$600 and a certificate. Student, Nicholas Wolf, tied for second place with his paper, "The Examination among Appreciation, Gratitude, and Happiness." He received a check for \$450 and a certificate. In addition to this, several IVC Psi Beta students were awarded with honorable mentions for their excellent research and received certificates. These students include Allie Amirault, Jocelyn Velazquez, Anife Nurieva, Fatimah Zanana, Sarah Wang, Ashley T. Ngo, Lior Flint and Jasmin Navarrete.



Navy Veteran Student is an Engineering Success at IVC

Navy veteran, Zachariah Whitrock had nothing but positive things to say about the Veterans Services Center at IVC. In an interview featured on the California Community Colleges Career Education page, Whitrock raved about the "stellar support and resources" for veterans at IVC and expressed his gratitude to the staff for all of the help they have given him. He specifically thanked Certifying Official Ezekiel Hall who was

responsible for helping Whitrock process his GI Bill. Whitrock attributes his success in his engineering degree program to the support he has received at IVC and refers to the Veterans Services Center as his "home away from home."

IVC Participates in IUSD STEM Conference for Teachers

On July 10 and 11, Irvine Unified School District (IUSD) hosted their first STEM Conference. IVC professor of computer information management, Mike Salviani, presented with middle school teacher, Nga Le, and high school teacher, Tinh Tran, on the various STEM competitions that are available to K-12 students in the district. Professor Salviani highlighted the CyberPatriot, California Mayor's Cup, and National

Cyber League competitions. He also provided information on the Strong Workforce Grant given to IVC in order to train middle and high school students on cyber defense skills. IVC provides computer labs for the competitions so teams can be together and have reliable network connectivity.



Campus Wide Open Forums on Earthquake Education and Preparedness

On July 25 and August 15, President Roquemore, Davit Khachatryan, Jeff Hurlbut, and John Meyer shared seismological research information pertaining to this region including the causes for the recent earthquakes and the likelihood of a “Big One” hitting Southern California. Information was presented on earthquake preparedness, measures that the college has taken, and the things that faculty and staff could do to better prepare themselves for an earthquake.

2019 AACC Presidents Academy Summer Institute

President Roquemore recently attended the 2019 American Association of Community Colleges (AACC) Presidents Academy Summer Institute (PASI), an annual professional development program for CEOs and presidents of member community colleges across the nation. President Roquemore has been a member of the AACC Presidents Academy Executive Committee for 6 years and represents the Pacific Region. As an executive committee member, he helped to plan and facilitate the intensive three-day institute held in Atlanta which was designed to provide concentrated focus on current challenges, emerging trends, and opportunities unique to these positions. The institute focused on issues of critical importance to success in the role of the community college president, providing a mix of content experts and interaction around related case studies that result in the development/acquisition of ready-to-use skill sets that participants can apply back at their respective campuses. The institute also provided opportunities for newer presidents to develop mentor-mentee relationships with more seasoned presidents, focusing on immediate challenges and opportunities that these presidents are facing on their campuses.

IVC names Athletes of the year for the 2018-2019 school year

Indoor and beach volleyball player, Lea Kruse, and baseball player, Kyle Dobson have been selected as IVC's athletes of the year for the 2018-2019 school year as part of the athletic department's 19th Annual Awards. Kruse was named Most Valuable Player of the Orange Empire Conference during both the indoor volleyball season in the fall and the beach season in the spring. Kruse helped lead IVC to conference titles in both seasons.



Dobson, a freshman left fielder, was named first team all-Orange Empire Conference after a stellar year. He played in all 40 of the games for IVC and led the Lasers with a .395 batting average, 62 hits, eight doubles, and 38 RBI. He had the team-best .476 on base percentage and led the team in walks (23). Dobson helped IVC finish with a 20-19-1 record.

Irvine Valley College Beach Volleyball team receives 2018-2019 AVCA Team Academic Award

Last month, the American Volleyball Coaches Association (AVCA) awarded the IVC beach volleyball team with the 2018-2019 AVCA Team Academic Award. The team, led by Tom Pestolesi, met the standards of the award by matching their dedication to the sport of volleyball with academic excellence. Congratulations to all!

Irvine Valley College Sports named as honoree by American Volleyball Coaches Association

The American Volleyball Coaches Association (AVCA) mentioned Irvine Valley sports information as an honoree during their year-end media awards for its coverage of beach volleyball during the 2018-2019 spring semester. The mention was made in the Two-Year College beach category. The IVC women's beach volleyball team finished the school year tied for third at the California Community College Athletic Association State Championship in May. They ended the year with an overall record of 17-8 and won the Orange Empire Conference with a mark of 10-0 under coach Tom Pestolesi. In addition to this, four pairs reached the state championship.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for August 26, 2019 Board of Trustees Meeting

Student Equity Highlighted at Presidents' Welcome Breakfast

President Stern and Academic Senate President Dan Walsh hosted the Presidents' Welcome Breakfast on August 13. Saddleback's new full-time faculty and administrators were introduced.

The presentation included updates on the college's Promise Program, auto awarding of degrees and certificates, vision/branding, equity, diversity, and inclusion, and featured special guest Dean Sally Heilstedt of Lake Washington Institute of Technology, who presented on the Four Connections, developed by Odessa College to close equity gaps and improve student success by putting a greater strategic focus on faculty-student relationships.

First Cohort of Students Show "Promise"

Saddleback College welcomed 409 students to the second cohort of the Promise Program. The students attended a Success Day on August 12, where they were able to meet their Success Coach, connect with their fellow Promise Program students, and take campus tours.

We've been reviewing the results of our first cohort, who had a very successful first year at Saddleback College. These 271 students outperformed the general student body of first-time freshmen in first-year grade point average, units attempted and completed, course success rates, and college-level math and English completion. Further, this group of students had significantly higher fall-to-spring persistence and fall-to-fall persistence rates overall, and eliminated equity gaps among Hispanic/Latino, low-income, and white students. Fall-to-spring persistence rates were 98 percent, compared to 80 percent for their general population counterparts, and fall-to-fall persistence rates are 87 percent, compared to 60 percent.

Degree Awards Increase Due to Implementation of Auto-Award

Saddleback College saw a 52.7 percent increase in degrees and certificates in the 2018-2019 academic year, due to the work of Admissions and Records and Counseling Services to ensure that students were awarded degrees and certificates they earned, even if they didn't apply for the degrees. While our current efforts focused on students who were enrolled in Spring 2019, our future efforts will focus on students who enrolled prior to Spring 2019 and students who attended Saddleback after completing work at a four-year institution.

Auto-Award Project #1: Award counts by type of Award

Award	2016-17	2017-18	2018-19	2017-18 vs 2018-19
AA	654	794	1536	93.5%
AAT	398	451	558	23.7%
AS	391	403	559	38.7%
AST	273	353	372	5.4%
Certificate of Achievement	2137	2237	3347	49.6%
Occupational Skills Award	205	205	411	100.5%
Total	4058	4443	6783	52.7%

Note: Difference between 2016-17 awards and 2017-18 awards was 9.5%.

Saddleback Administrators, Faculty and Alumni Participate in LA/OC Regional Consortium Presentations

Peter Lindstrom, a Saddleback alum and current part-time faculty for the college's automotive technology program, participated in an alumni and student panel on August 8 at the LA/OC Regional Consortium annual retreat, facilitated by Kari Irwin, Assistant Dean for CTE. The retreat focused on "Realizing the Vision through Collaborative Partnerships," and this panel was intended to highlight the student voice to over 100 career education professionals in Orange County. Mr. Lindstrom served on the panel with a student from Santa Ana College and Orange Coast College, and focused on highlights of his educational experience as well as opportunities to continue serving students with high quality services. Tony Teng, Dean of ATAS, also facilitated an afternoon general session on planning regional priority goals. The retreat shaped career education regional efforts for coming academic year.

Apprenticeship Program Planning Launches with Professional Development Visit

Responding to federal and state initiatives to develop apprenticeship programs, a team from Saddleback College led by Vice President of Instruction Tram Vo-Kumamoto participated in a customized professional development opportunity this summer with Harper College in Chicago. The visit was funded by the Strong Workforce Program to explore developing new CTE programs that address student and employer needs. Harper College is nationally-recognized for successfully providing apprenticeship programs to nearly 50 employers, and annually serving 150 apprentices.

The Saddleback team included Scott Fredrickson, Glen Stevenson, Stephanie DiAlto, Tram Vo-Kumamoto, Anthony Teng, John Jaramillo, Kari Irwin, and Israel Dominguez, who learned about Harper College's development and implementation process, gathered best practices, and developed a draft project plan with timeline. The apprenticeship program planning and development will occur this academic year, and launch in Fall 2021.

Successful Accreditation Results for Paramedic Program

The Paramedic Program was recognized by the Committee on Accreditation for the EMS Professions

(CoAEMSP) for its outstanding results. Based on the outcomes reported for 2017, Saddleback College Paramedic Success Rates follow:

- National Registry Exam Written Exam: 96.1%
- Retention: 96.3%
- Job Placement: 94.1%

Saddleback College is the only nationally-accredited paramedic program in Orange County and has educated more paramedics in Orange County than any other program.

Grants Update

Saddleback College and Irvine Valley College will serve as sub-recipients on a UC Irvine grant award from the National Science Foundation to examine students' perceived barriers to and benefits of cross-enrollment policies as well as to implement interventions to increase cross-enrollment participation. Dr. Jennifer Klein, Director of Planning, Research, and Accreditation, will serve as Saddleback's Principal Investigator for this \$259,889 sub-award.

Saddleback College was also awarded \$123,863 in supplemental funding for its existing NSF INCLUDES Alliance award. This supplemental funding, entitled "Supporting the Re-Entry of Women and Women Veterans in the STEM Workforce through NSF INCLUDES", will support six females or veterans that have been identified to participate in targeted internships in engineering or computer science at SLAC and JPL under supervision of an engineer or researcher from the respective facility.

Hispanic-Serving Institution Grant Proposal

Saddleback College submitted a \$3 million grant proposal to the U.S. Department of Education Developing Hispanic-Serving Institution (HSI) program on July 15. A Hispanic-Serving Institution is one that has an enrollment of undergraduate full-time equivalent students that is at least 25 percent Hispanic. To become an HSI, an institution must apply for designation via the Department of Education. Being an HSI means taking an internal look at processes and systems in higher education that have disproportionately affected underrepresented groups, and making "inclusion" a major component in all areas of the college. While the HSI designation and funding are geared toward helping Hispanic and low-income students, the activities, programs, and best practices that result will likely benefit all students.

If awarded, the project, titled "Saddleback College Connections: Transforming a College to Serve the Hispanic community" will help to prepare the college to better serve the growing population of Hispanic and low-income students, reduce equity gaps in academic outcomes for disproportionately affected Hispanic and low-income students, and increase financial literacy and reduce economic barriers to college participation for Hispanic and low-income students. The activities planned are expected to increase Hispanic and low-income student enrollments, as well as retention, persistence, success and transfer rates while also moving the college culture to better embrace diversity and inclusion.

Saddleback Customized Training Program Nominated for OCBC Award

The Economic and Workforce Development & Business Science Division has submitted a nomination for the college's Customized Training Program into the Orange County Business Council's Turning Red Tape into Red Carpet Program Award in Business Retention and Expansion.

The Turning Red Tape into Red Carpet Program Award recognizes outstanding and innovative programs in economic and business development that retain or generate jobs and investment on an ongoing basis. The Business Retention and Expansion award specifically honors economic development initiatives that focus on retaining and growing existing businesses within communities and regions. Awardees

demonstrate extensive cross-community collaboration and the ability to adapt and respond quickly to unforeseen events.

The Customized Workplace Training program was established at Saddleback in 2015 with the goal of providing training at an employer's location to help increase productivity and close skills gaps within the organization.

Since the launch of the program, Saddleback College has delivered training to over 30 companies and has trained close to 500 of their employees in sectors such as advanced manufacturing, hospitality, health care, and IT. In delivering customized training to various companies in Orange County, the partnerships have yielded multiple benefits, such as employee enrollment college programs to further their education or build their skills, internship and employment opportunities for our students, and donation of equipment or supplies to our education programs. Due to these partnerships, a number of industry representatives have served on our advisory committees.

Athletic Honor Roll for Spring Semester

The Saddleback College athletic department is pleased to announce that 155 of the college's 316 student-athletes have been named to the Athletic Honor Roll after grades were posted for the Spring 2019 semester, including 30 student-athletes with a perfect 4.00 grade point average.

The 155 student-athletes on the honor roll this past semester represent almost 50 percent of the student-athletes at Saddleback College this year. In order to make the honor roll, student-athletes must have passed at least 12 units during the semester with a 3.00 GPA or higher and finished the season in good standing.

In addition to the honor roll list, nine of the college's 10 spring semester athletic teams posted an overall team grade point average of 3.0 or higher and will be nominated for Orange Empire Conference and California Community College Athletic Association (CCCCAA) scholar-team awards. The women's tennis team posted a school-record 3.75 average team GPA while the men's golf team (3.39), women's track and field team (3.37), men's swimming and diving (3.34) and women's beach volleyball team (3.31) were very close. The Gaucho baseball team (3.22), softball team (3.17), women's swimming and diving (3.04), and men's track and field program (3.00) rounded out the outstanding academic semester for Saddleback College athletic programs.

Impressive GPA's for Athletic Teams

Nine of the college's 10 intercollegiate athletic teams that were in season during the Spring 2019 semester have amassed an average team grade point average over 3.00.

Combined with eight out of 10 intercollegiate teams that were in season during the fall which posted team GPA's of 3.00 or higher, that accounts for 17 of the college's 20 sports teams finding the benchmark for overall academic achievement during the semester when their sport was in season.

Further, the athletic department is pleased to announced that we have confirmed at least 48 sophomore student-athletes from the 2018-2019 academic year have transferred to four-year colleges and will earn an estimated \$2.25-million in scholarships over the next two years as they complete their education and athletic eligibility.

Fine Arts Alumna Gets National Audience

Brooke Dickson, Applied Music and Theatre Arts student 2014-2017, was featured on Good Morning,

America on August 12 with her internationally acclaimed band “The Regrettes.” Brooke is currently bassist and vocalist on tour with the band throughout the US, Europe and Japan.

Save the Date: Foundation Gala

Mark your calendars! The 19th Annual Saddleback College Foundation Gala will be held on Saturday, September 14 at the Ritz-Carlton Hotel in Laguna Niguel. Sponsorships and tickets are available at the foundation website: www.saddleback.edu/foundation/gala.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'ES' or 'Elliot Stern', written in a cursive, stylized font.

Elliot Stern
President