

Meeting of the Board of Trustees

October 28, 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) and 594954.5(e).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)
 - B. Public Employee Performance Evaluation (Government Code Section 594954.5(e).)
 - 1. Dean, Liberal Arts (IVC)
 - 2. Dean, Counseling Services (IVC)
 - 3. Vice President, Student Services (IVC)
 - 4. Assistant Dean, Financial Aid & Student Support Services (IVC)
 - 5. Vice President, Instruction (IVC)
 - 6. Assistant Dean, Health, Wellness and Veterans Services (IVC)
 - 7. Dean, Fine Arts (IVC)
 - 8. Dean, Enrollment Services (IVC)
 - 9. President, Irvine Valley College (IVC)
 - 10. Dean, Mathematics, Science & Engineering (IVC)
 - 11. Dean, Online Education & Learning Resources (SC)
 - 12. Associate Vice President, Extended Learning Categorical (SC)
 - 13. Dean, Student Equity & Special Programs (SC)
 - 14. Dean, Wellness, Social Services & Child Development (SC)

- 15. District Director, Research Planning & Data Management (District)
- Dean, Economic Workforce Development & Business Sciences (SC)
- 17. Director, Research, Planning & Accreditation (SC)
- 18. Dean, Mathematics, Science & Engineering (SC)
- 19. Dean, Language Arts (SC)
- 20. Dean, Health Sciences & Human Services (SC)
- 21. Assistant Dean, Emeritus Institute (SC)
- 22. Dean, Counseling Services (SC)
- 23. Dean, Advanced Technology & Applied Science (SC)
- 24. Vice President, Instruction (SC)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Unrepresented Employees

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

- 1. All Managers and Administrators
- B. Faculty Association (FA)

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

- C. Classified School Employees Association (CSEA)
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 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), Andrew Bernstein, Jackson Tidus, (District Real Estate Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Lease of Property by District: Approximately 14.4 acres of real property located at 1600 and 1610, Valencia Ave. and 1602 and 1606 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Spring Education Group, Advantech Corporation, Pacific Academy, and ACS Development Group, Inc.

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).) 1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee James Wright

2.3 Pledge of Allegiance

Led by Trustee Barbara Jay

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:** Legislative and Advocacy Overview

Letitia Clark, District Director of Public Affairs and Government Relations, Dale Shimasaki, State Legislative Advocate from Strategic Education Services and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges. Presenters will also review legislative successes for SOCCCD and California community colleges as well as potential legislative priorities for the 2020 legislative session.

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 September 23, 2019.

5.2 **SOCCCD: Resolution**

Resolution in Support of Voting Centers on the campuses of Irvine Valley College and Saddleback College within the South Orange County Community College District.

5.3 Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

5.4 SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects

Authorize filing the Notices of Completion for the Repair and Retrofit Locker Rooms project at Irvine Valley College to New Art Construction, Inc., for a contract total of \$212,196.24 and for the following Saddleback College projects: the Gym Floor Replacement project to Geary Floors, Inc., for a contract total of \$48,000.00; the Sciences Building Industrial Water System project to Dabco, Inc., for a contract total of \$33,036.00; the Temporary Parking Lot project to Century Paving, Inc., for a contract total of \$54,389.00; the Fine Arts 206 Sewer Repair project to GCI Construction, Inc., for a contract total of \$39,200.00; and the Career Center Remodel project to Otero Construction, Inc., for a contract total of \$47,610.49.

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 Saddleback College: New, Revised, and Deleted Curriculum for the 2020-2021 Academic Year

Approve the proposed curriculum changes for the 2020-2021 academic year at Saddleback College.

- 5.7 **SOCCCD:** Trustees' Requests for Attending Conferences Approve trustees' requests for attending conference(s).
- 5.8 **SOCCCD:** Transfer of Budget Appropriations Ratify the transfer of budget appropriations as listed.
- 5.9 SOCCCD: Budget Amendment: Adopt Resolution No. 19-28 to Amend FY 2019-2020 Adopted Budget
 Adopt Resolution No. 19-28 to amend the FY 2019-2020 Adopted Budget.
- 5.10 **SOCCCD: September 2019 Change Order / Amendments** Ratify the change order and amendments as listed.
- 5.11 **SOCCCD: Purchase Orders and Checks**Ratify the purchase orders and checks as listed.
- 5.12 **SOCCCD: Contracts**Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD:** ATEP CEQA Addendum and Project Approval Public Hearing
 The Board of Trustees will conduct a public hearing to consider public comments on the Addendum to the FEIS/EIR and the Ground Lease.
- 6.2 SOCCCD: ATEP Adopt Resolution No. 19-26, Certification of the Addendum to the Final Joint Program Environmental Impact Statement /Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR)

 Adopt Resolution No. 19-26 approving the certification of the CEQA Addendum to the Final Joint Program Environmental Impact Statement /Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin, dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR).
- 6.3 SOCCCD: ATEP Adopt Resolution No. 19-27 Approving ACS Development Group, Inc. Ground Lease, Tenant Site Plan for ACS Project and Delegation of Authority for Related Approvals
 Adopt Resolution No. 19-27 approving the ACS Development Group, Inc. Ground Lease and Tenant Plan and authorize the Chancellor and/or Vice Chancellor of Business Services to approve such other matters as may be subject to District approval pursuant to the ACS Ground Lease.
- 6.4 Irvine Valley College: Subaward Agreement from University of California, Irvine NSF Prime Award DUE-1928554

 Approve this subaward from the University of California, Irvine for \$214,520

from October 1, 2019 to September 30, 2024 for NSF award DUE-1928554 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

6.5 SOCCCD: Irvine Valley College Soccer and Practice Fields Project, Architectural Services, Verde Design, Inc.

Approve the Architectural Services agreement with Verde Design, Inc. for the Irvine Valley College Soccer and Practice Fields Project, in the amount of \$440,000.

6.6 Saddleback College: Saddleback College Programs to be Offered at ATEP (Revised from 2011/2012)

Approve the Culinary and Hospitality, Advanced Transportation and Logistics, and Emeritus Institute programs to be offered by Saddleback College at its new facility at ATEP.

6.7 SOCCCD: Grant Award, Saddleback College, U.S. Department of Education Childcare Access Means Parents In School (CCAMPIS) Award Approve and accept the award from the U.S. Department of Education for \$464,000 over a four-year period from October 1, 2019 through September 30, 2023 for CFDA 84.335A Childcare Access Means Parents in School Program and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

6.8 SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 6, PCL Construction Services, Inc.

Approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$535,946, for a revised contract total of \$53,799,622 and a revised contractual completion date of October 22, 2019.

6.9 SOCCCD: Grant Award, Saddleback College, RFA Number: 19-207, Deputy Sector Navigator

Approve this award from Rancho Santiago Community College District/CA Community College Chancellor's Office for \$200,000 from July 1, 2019 through September 30, 2020 for RFA Number 19-207, Deputy Sector Navigator and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

6.10 SOCCCD: Study Abroad Program to Dublin/Galway, Ireland from June 27, 2020 to July 18, 2020

Approve the Saddleback College study abroad program to Dublin and Galway, Ireland, June 27, 2020 to July 18, 2020, and authorize the Vice Chancellor of Business Services, or designee, to execute the Study Abroad Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

6.11 SOCCCD: Approval of Master Agreements between the South Orange County Community College District (SOCCCD) and the Foundation for the SOCCCD and Saddleback College Foundation

Approve the master agreements between the South Orange Community College District and the Saddleback College Foundation and the Foundation for South Orange County Community College District for a term of five years, with automatic renewals for subsequent annual periods.

6.12 SOCCCD: District-wide ADA Accessibility Project, Architectural Services, Little Diversified Architectural Consulting, Inc.

Approve the Architectural Services agreement with Little Diversified Architectural Consulting, Inc. for the District-wide ADA Accessibility Projects, in the amount of \$380,500.

6.13 SOCCCD: Adopt Resolution No. 19-29, Authorizing Stratasys, Inc. as the Single Source Standard for Procurement for Stratasys, Inc. 3D Printer Technology

Adopt Resolution No. 19-29 authorizing Stratasys, Inc. as the single source standard for procurement for Stratasys, Inc. 3D Printer Technology.

6.14 SOCCCD: Board Policy Revision: BP-3110 Basic Aid Funds Allocation Process, BP-4000.6 Complaints- Harassment and Discrimination, BP-4500 Unlawful Harassment and Discrimination Prevention and Complaint Procedures, BP-6130 Textbook Adoption

Accept for review and study the board policies as listed.

6.15 SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board, BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Record Retention and Destruction, BP-4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-5210 Enrollment Priorities, BP-5616 Attendance

Approve the board policies as listed.

6.16 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items

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

- 6.17 **SOCCCD:** Academic 2020 2021 Tenure Track Hiring Authorization Ratify the college faculty hiring lists as shown in Exhibit A and B for the 2020 2021 academic year.
- 6.18 **SOCCCD:** Faculty Conversion to Canvas One Time Stipends Ratify Additional Compensation: Canvas Conversion-General Fund.

6.19 **SOCCCD: Classified Personnel Actions – Regular Items**

Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Positions, Reorganization/Reclassification, Authorization to Increase/Decrease Hours per Week and/or Months Per Year on Classified Positions, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments – For Positions that are Temporarily Available due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

6.20 SOCCD: Non-Bargaining Unit Personnel Action – Regular Items
Ratify New Personnel Appointments, Volunteers, Authorization to Revise the
Classified Temporary Non-Bargaining Unit Salary Schedules.

7.0 REPORTS

7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting

None

7.2 Saddleback College and Irvine Valley College: Speakers

A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

7.3 **SOCCCD: Facilities Plan Status Report.**

Report on the status of major capital projects.

7.4 SOCCCD: Monthly Financial Status Report.

The reports display the adopted budget, revised budget and transactions through September 30, 2019.

7.5 **SOCCCD: Retiree (OPEB) Trust Fund.**

Report for period ending August 31, 2019.

7.6 **SOCCCD: Quarterly Financial Status Report**

Report for period ending September 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 California School Employees Association H.
- Saddleback College Classified Senate Police Officers Association Ι.
- J.

9.0 **ADDITIONAL ITEMS**

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 4.1 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Legislative and Advocacy Overview

ACTION: Presentation/Discussion

BACKGROUND

The South Orange County Community College District (SOCCCD) contracts with Strategic Legislative Services as its state legislative advocate and the Capitol Advocacy Partners as its federal legislative advocate. These advocates work with the Chancellor and the Director of Public Affairs and Government Relations to assist the District and colleges in:

- Monitoring and taking positions on legislative bills, policy and budget initiatives
- Advocating for funding and economic development opportunities
- Advancing the goals and reputation of the district and colleges

STATUS

Letitia Clark, District Director of Public Affairs and Government Relations, Dale Shimasaki, State Legislative Advocate from Strategic Education Services and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges. Presenters will also review legislative successes for SOCCCD as well as potential legislative priorities for the 2020 legislative session.

Item Submitted by: Kathleen F. Burke, Chancellor

STATE LEGISLATIVE UPDATE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Board of Trustees

Meeting

October 28, 2019

Prepared by

Strategic Education

Services

Bill-Author	Description	SOCCCD Position	Outcome
AB 30-Holden	Dual enrollment sunset date	Support	Chaptered
AB 48-0'Donnell	Education Bond	Support	Chaptered
AB 302-Berman	Parking: homeless students	Oppose	Senate inactive file
AB 612-Weber	CalFresh: Restaurant Meals Program	Support	Chaptered
AB 1364-Rubio	Nursing: schools and program: exemptions	Oppose	Held in Committee
AB 1486-Ting	Surplus land	Oppose unless amended	Amended, Chaptered
AB 1727-Weber	CCC: Career development and college preparation courses	Support	Vetoed

Legislation--Assembly

Legislation--Senate

Bill-Author	Description	SOCCCD Position	Outcome
SB 268-Weiner	Ballot measures: local taxes	Support	Vetoed
SB 291-Leyva	CA Community College Student Financial Aid Program	Support	Two-year bill
SB 575-Bradford	Cal Grants: student eligibility	Support	Vetoed

Budget—Capital Outlay

- Saddleback College Gateway Building Project
 - In Governor's January Budget
 - \$1.7 million for preliminary plans and working drawings
 - Total cost of project: \$52.3 million
 - SOCCCD Position: Support Governor's Budget
 - Outcome: Included in 2019-20 Budget
- Irvine Valley College Fine Arts Project
 - Not in Governor's Budget
 - \$1.6 million for preliminary plans and working drawings
 - Total cost of project: \$43.9 million
 - SOCCCD Position: Add project to the budget
 - Outcome: Included in 2019-20 Budget

Medi-Cal Reimbursement Issue

- Issue: Seek amendments to the Department of Health Care Services [DHCS] State Plan to make community colleges eligible for reimbursement of health care services provided to community college students
- Participated in meetings and telephone conference calls with SOCCCD staff and DHCS staff to help secure amendments
- Outcome: Secured future amendments to the state plan that will benefit both the community college system and SOCCCD

Lobby Days

Date	SOCCCD Participants	Event/Topic
January 28	Trustee Jemal, Trustee Milchiker, Chancellor Burke, President Stern, District Director Clark	CCLC Legislative Day
February 4	District Director Clark, Dean Pestolesi, Dean Harris-Caldwell	Board of Registered Nursing Issues
May 1	District Director Clark, Associated Students of Saddleback College	Student Advocacy Day

Issues for Next Year

- Ballot measures on funding for education
 - Split roll initiative
 - CSBA initiative
- Student Financial Aid reform
 - AB 1314-Medina: Cal Grant Reform Act
 - SB 291-Leyva: Community College Financial Aid Program
- Affordable Housing
 - Students
 - Faculty and Staff



SOUTH DRANGE COUNTY COMMUNITY COLLEGE OF TRICT

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

Federal Overview















Who We Are

Active voice and advocate for District

Congress, Agencies, Administration

Grants

- Research programs
- Understand requirements & Agency priorities Troubleshoot issues
- Build relationships
- Position colleges
- Congressional support
- Plan ahead to fill college priorities and identify new issues NSF INCLUDES (\$1,538,434) &
 Advanced Technology Programs, Programs for Special Populations (HSI, AANAPISI),
 Apprenticeships, student support services and federal pilot programs, CTE, and
 programs in high-demand fields (IT Pathways, cybersecurity).

Legislation and Regulations

- Examine, track, recommend positions
- Draft and recommend legislative language
- SOCCCD as a resource to federal decision makers

Focus on South Orange County CCD

- HFA Reauthorization
 - Re-issued HEA reauthorization position letter
- Advocacy to support student veterans
 - Outreach to staff for Rep. Lou Correa on support of H.R. 5486 "Veteran Employment and Child Care Access Act of 2018"
 - Coordinated visits for Rep. Levin and Rep. Porter to tour Saddleback and IVC Veterans Centers
- Advocacy with California Members on MediCal Issue: CMS, DACA legislation, as well as SALT deduction
- Outreach/consultation on active grants, pending applications, and grant targets, including DOL Apprenticeships, Cybersecurity; Department of Education Minority Serving Institutions, NSF STEM
 - IVC: AANAPISI, Federal Work Study ESI
 - Saddleback: HSI grant, HRSA grants, Apprenticeships
- Engagement and liaison with Congressional staff on District's behalf Potential field hearing at IVC for Rep. Porter, staff for Rep. Levin's confirmed visit and Veterans Resource Office tour on Nov. 7
- Engage, consult, schedule and attend meetings with District representatives when in DC: Board President
 T.J. Prendergast III, Board Vice President Tim Jemal, Terence Sullivan, Jeanne Harris-Caldwell and Roxanne
 Metz (Saddleback).

Looking Ahead

Administration

- Impeachment Inquiry
- 2020 Election
- Continued regulatory review looking to change/reduce requirements, with concerted push in higher education (Title IX, accreditation, gainful employment) for 2019 and 2020

Congress

- Impeachment Inquiry
- FY20 appropriations process
- Political ramifications of partial government shutdown Nov. 21
- Proposals for HEA Reauthorization

Focus in DC

- Higher Education Reauthorization: Institution Accountability/Risk Sharing
- Apprenticeships and Workforce Development
- DACA and Immigration
- Veterans Affairs

Targeting funding opportunities

- Student Veterans, Minority Serving Institutions (includes eligibility waivers: Saddleback-AANAPISI, IVC-HSI), Health services (state/federal), STEM, Apprenticeships
- Requires planning, consistent effort
- Growing Relationships through DC coordinated visits

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.1

DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

September 23, 2019 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

Item Submitted By: Kathleen F. Burke, Chancellor

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 September 23, 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 Rydell, Member
Martha Uriarte, Student Member

ABSENT

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 Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 4:30 P.M.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Public Comments

No 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 <u>Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)</u>
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (10 matters)
 - B. Public Employee Performance Evaluation (Government Code Section 54957(b).)
 - 1. Chancellor
- 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

On a 7 to 0 vote, five separation agreements were approved by the Board of Trustees to release five managers from employment at Saddleback College. The following terms apply:

Employee ID# 011325 will receive paid administrative leave with medical benefits until January 31, 2020 and retire from the District effective February 1, 2020.

Employee ID# 022935 will receive paid administrative leave with medical benefits until November 30, 2019 with resignation effective from the District December 1, 2019.

Employee ID# 004711 will receive paid administrative leave with medical benefits until March 31, 2020 and then unpaid leave with medical benefits from April 1, 2020 until the effective retirement date from the District of May 15, 2020.

Employee ID# 001516 will receive paid administrative leave with medical benefits until March 31, 2020 and will retire from the District effective April 1, 2020.

Employee ID# 012376 will receive paid administrative leave until February 28, 2020 and retire from the District effective March 1, 2020.

On a 7 to 0 vote, the board took action in closed session, to approve a settlement agreement of a probationary classified employee, ID# 018718 vs. South Orange County Community College District, an unlawful disability discrimination and retaliation claim. The District agrees to pay the sum of \$60,500.00 in exchange for dismissal of plaintiff's claims of discrimination and retaliation, and a release and waiver of all known and unknown claims.

On a 7 to 0 vote, the board took action to approve discipline against a tenured faculty member.

2.2 Invocation

Led by Trustee T.J. Prendergast

2.3 Pledge of Allegiance

Led by Trustee Terri Whitt Rydell

<u>2.4</u> 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.

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

<u>Irvine Valley College Written Report</u>

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

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

Trustee Wright requested to remove item 5.2, and Trustee Prendergast requested to remove item 5.4 from the consent calendar for separate discussion and action.

On a motion made by Trustee Lang and seconded by Trustee Jemal, the balance of the consent calendar was approved on a 6-0 vote with Trustee Jay absent.

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 Special Meeting held on August 19, 2019 and a Regular Meeting held on August 26, 2019.

Item 5.1 Exhibits A-B

5.2 SOCCCD: Resolution

On a motion made by Trustee Whitt Rydell and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

In Support of Undocumented Student Action Week, October 14-18, 2019. Item 5.2 Resolution

5.3 Saddleback College: New, Revised, and Deleted 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 5.3 Exhibits A-D

5.4 Saddleback College and Irvine Valley College: Speakers

In reference to Exhibit A, page 1, corrections were made to the dates listed for the four presentations from Laura Hoffman. The four presentations are taking place in 2020.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 5 - 1 vote with Trustee Whitt Rydell casting a negative vote and Trustee Jay absent.

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

Item 5.4

Exhibit A

5.5 Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

Item 5.5 Exhibit A

5.6 SOCCCD: District-wide and Irvine Valley College, Notices of Completion, Various Projects

Authorize filing the Notices of Completion for the District-wide Wireless Access Points Installation project to T and D Communications, Inc., for a final contract amount of \$329,962.81 and the Irvine Valley College Panic Buttons Installation project to Blue Violet Networks, LLC, for a final contract amount of \$65,617.79.

Item 5.6 Exhibits A-B

5.7 SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus

Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.

Item 5.7 Exhibit A

5.8 SOCCCD: Student Out of State Travel

Approve the college student out of state travel for the participants, dates, locations and costs.

Item 5.8 Exhibit A

5.9 SOCCCD: August 2019 Change Orders

Ratify the change order as listed.

Item 5.9 Exhibit A

5.10 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

Item 5.10

Exhibit A-C

5.11 SOCCCD: Contracts

Ratify contracts as listed.

Item 5.11 Exhibits A-C

6.0 GENERAL ACTION ITEMS

6.1 <u>SOCCCD: Annual Chancellor and Trustee Travel and Trustee</u>
Compensation

On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve annual individual travel expenditures of the chancellor and trustees and approve report of all district compensation received by each trustee during the 2018-19 fiscal year.

Item 6.1 Exhibits A-B

> 6.2 <u>Irvine Valley College: Consideration of Sabbatical Reimbursement</u> Exception

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the sabbatical reimbursement exception in the amount of \$1,598.43.

Item 6.2 Exhibit A

> 6.3 SOCCCD: Saddleback College Extended Learning Facility Use Agreement with Capistrano Valley Unified School District (CUSD)

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Off-Site Facility Use Agreement with the Capistrano Valley Unified School District for a five-year total of \$346,500 for the use of facilities from July 1, 2019 through June 30, 2024.

Item 6.3 Exhibit A 6.4 SOCCCD: Study Abroad Program to Santander, Spain, from July 3, 2020 to August 2, 2020

On a motion made by Trustee Lang and seconded by Trustee Jemal, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Saddleback College study abroad program Spanish Language Studies in Santander, Spain in the summer of 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

Item 6.4 Exhibits A-E

6.5 SOCCCD: Study Abroad Program to Salamanca, Spain, from February 14, 2020 to April 25, 2020

On a motion made by Trustee Whitt Rydell and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Saddleback College study abroad program Spanish Language Studies in Salamanca, Spain in the spring of 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

Item 6.5 Exhibits A-E

6.6 SOCCCD: Study Abroad Program to Southeastern Brazil from July 27, 2020 to August 8, 2020

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Saddleback College study abroad program to Southeastern Brazil from July 27, 2020 to August 8, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with WorldStrides for coordinating all travel agreements.

Item 6.6 Exhibits A-E

6.7 SOCCCD: Saddleback College Gateway Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, C.E.M. LAB Corp.

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with C.E.M. LAB Corp. for the Saddleback College Gateway Building project in the amount of \$290,000.

Item 6.7 Exhibits A-B

6.8 SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 6, PCL Construction Services, Inc.

This item was pulled from the agenda.

Approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$363,354, for a revised contract total of \$53,627,030 and a revised contract completion date of September 29, 2019.

Item 6.8 Exhibit A

6.9 SOCCCD: Study Abroad Program to London, England, from July 21, 2020 to July 29, 2020

On a motion made by Trustee Whitt Rydell and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Saddleback College study abroad program History of Graphic Design with study abroad component in London, England for July 21, 2020 to July 29, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with American Institute for Foreign Study (AIFS) for coordinating all travel agreements.

Item 6.9 Exhibits A-E

6.10 SOCCCD: Study Abroad Program to Oxford, England, from March 12, 2020 to May 15, 2020

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Saddleback College Study Abroad Program to Oxford, England, for March 12, 2020 to May 15, 2020, and authorize the Vice

<u>Chancellor of Business Services to execute the Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements.</u>

Item 6.10 Exhibits A-E

6.11 SOCCCD: Amendment No. 2 to Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Amendment No. 2 to the Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD and authorize its execution and issuance of the final payment to Fidelity National Title Company by the Chancellor or Vice Chancellor, Business Services.

Item 6.11 Exhibits A-B

6.12 SOCCCD: Irvine Valley College Fine Arts Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, Ninyo & Moore Geotechnical and Environmental Sciences Consultants

On a motion made by Trustee Wright and seconded by Trustee Jemal, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants for the Irvine Valley College Fine Arts Building project in the amount of \$299,612.

Item 6.12 Exhibits A-B

6.13 SOCCCD: CCFS-311 Annual Financial and Budget Report

On a motion made by Trustee Wright and seconded by Trustee Jemal, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the annual CCFS-311 report as listed.

Item 6.13 Exhibit A 6.14 SOCCCD: Sign Language Interpreting and Closed Captioning Services, Independent Contractor Agreements for Task Orders, Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.

On a motion made by Trustee Whitt Rydell and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Approve the Independent Contractor Agreements for Task Orders with Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.

Item 6.14 Exhibits A-D

6.15 SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board, BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Records Retention and Destruction, BP-4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-5210 Enrollment Priorities, BP-5616 Attendance

A minor correction was made to BP 2150 found on Exhibit C, page 1.

On a motion made by Trustee Wright and seconded by Trustee Jemal, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Accept for review and study the board policies as listed.

Item 6.15 Exhibits A-I

6.16 SOCCCD: Academic Employee and Classified Administrator Personnel Actions - Regular Items

On a motion made by Trustee Wright and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

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

Item 6.16 Exhibit A

6.17 SOCCCD: Faculty Conversion to Canvas One - Time Stipends

On a motion made by Trustee Wright and seconded by Trustee Milchiker, this item was approved on a 5 - 1 vote with Trustee Lang casting a negative vote and Trustee Jay absent.

Ratify Additional Compensation: Canvas Conversion-General Fund

Item 6.17 Exhibit A

6.18 SOCCCD: Classified Personnel Actions - Regular Items

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Ratify New Personnel Appointments, Authorization to Establish and Announce (A) Classified Position(s), Reorganization/Reclassification, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year on (A) Classified Position(s), Change of Status, Classified Bilingual Stipend, Additional Compensation, 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 6.18 Exhibit A

6.19 SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items

On a motion made by Trustee Wright and seconded by Trustee Whitt Rydell, this item was approved on a 6 - 0 vote with Trustee Jay absent.

Ratify New Personnel Appointments, Volunteers.

Item 6.19 Exhibit A

7.0 REPORTS

7.1 SOCCCD: 2020 Teacher of the Year Recognition Ceremony

Information on OC Teachers of the Year program. The honorees from SOCCCD are Michael Hoggatt, Learning Disabilities Instructor from Saddleback College and Benjamin Mis, Psychology Instructor from Irvine Valley College.

Item 7.1

7.2 SOCCCD: Staff Response to Public Comments from Previous Board Meeting

<u>None</u>

Item 7.2

7.3 Saddleback College and Irvine Valley College: Speakers

A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

Item 7.3 Exhibit A

7.4 SOCCCD: Facilities Plan Status Report.

Report on the status of major capital projects.

Item 7.4 Exhibit A

7.5 SOCCCD: Monthly Financial Status Report.

The reports display the adopted budget, revised budget and transactions through July 31, 2019 and August 31, 2019.

Item 7.5 Exhibits A-B

7.6 SOCCCD: Retiree (OPEB) Trust Fund.

Report for period ending August 31, 2019.

Item 7.6 Exhibit A

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.

<u>Item 8.0</u>

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- <u>D. Vice Chancellor, Technology and Learning Services</u>

- E. Vice Chancellor, Human Resources
- F. <u>Vice Chancellor, Business Services</u>
- 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.

The meeting adjourned at 7:48 p.m. in memory of Rodney Fitz, Retired Lead Building Maintenance Worker at Saddleback College and Darlene Montes, Dean of Academic Affairs for Los Angeles Mission College.

Kathleen F. Burke

Secretary, Board of Trustees

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 5.2

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Resolution

ACTION: Approval

Board Resolutions are presented as a formal recognition by the board honoring extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. In addition, the Board recognizes and adopts resolutions in support and promotion of programs, initiatives and policies designed to instill values associated with community and inclusion.

There is one resolution being submitted to the board for approval this month.

Resolution in Support of Voting Centers on the campuses of Irvine Valley College and Saddleback College within the South Orange County Community College District.

Item Submitted by: Kathleen F. Burke, Chancellor



Resolution in Support of Voting Centers on the Campuses of Irvine Valley College and Saddleback College within the South Orange County Community College District

WHEREAS, voting is viewed as a civic duty for all American citizens to actively participate in the democratic process; and

WHEREAS, strategic voter center location placement can greatly increase voter turnout and voter participation in elections, thereby allowing American citizens to exercise their civic duty; and

WHEREAS, increased access to voting centers minimizes barriers to voting in any given election for the average voter; and

WHEREAS, voting center location plays a critical role in accessibility to voting for underserved populations in elections; and

WHEREAS, underserved populations have historically faced greater barriers to voting; and

HEREAS, numerous underserved populations occupy South Orange County Community College District campuses on a daily basis; and

WHEREAS, the South Orange County Community College District would like to participate and spearhead an effort to increase youth engagement in electoral politics, regardless of party affiliation; and

WHEREAS, existing law requires the Secretary of State to annually provide every high school, community college, California State University, and University of California campus with voter registration forms; and

HEREAS, existing law requires, upon the request of a local elections official, that the governing body having jurisdiction over a school building or public building allow the school to be used as a polling place or voter center, under specified conditions; and

HEREAS, existing law also expresses the intent of the Legislature that every eligible high school and college student receive a meaningful opportunity to register to vote; and

HEREAS, California bill, AB59, which would direct a county elections official conducting an all-mailed ballot election to consider vote center location on a public or private university or college campus, and is currently being considered for signature by Governor Newsom; and

WHEREAS, South Orange County Community College District campuses have effectively served as voting centers in past elections; and

HEREAS, South Orange County Community College District campuses increase access to voting centers for both students and the non-student population in communities surrounding each campus; and





Resolution in Support of Voting Centers on the Campuses of Irvine Valley College and Saddleback College within the South Orange County Community College District

South Orange Cot	inty Community Conege District
HEREAS, the South Orange County Comstudent populations, many of whom are u	munity College District seeks to increase voter turnout and voter participation in inderserved and/or have historically low voter turnout; and
HEREAS, the South Orange County Comin the ballot box and support the facilitat campuses; and	munity College District aims to actively support students in having their voices heard ion of voting by students on the Irvine Valley College and Saddleback College
for students and the youth, along with va	ns at South Orange County Community College District campuses will increase access rious underserved populations and the respective communities adjacent to South rict campuses, to the necessary resources to participate in voting for elections, thereby fying our electorate.
District does hereby recommend that the	hat by the adoption of this resolution, the South Orange County Commu <mark>nity</mark> College Orange County Board of Supervisors and the Orange County Registrar approve Valley College and Saddleback College on the Orange County Registrar's approved lis
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 Rydell, Member	Martha Uriarte, Student Member ORANGE COUNTY COMMUNITY 1967 COLLEGE

Kathleen F. Burke, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 5.3

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2020-2021 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 2020-2021 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 2020-2021 academic year at IVC.

Current

Biotechnology Lab Assistant Certificate of Achievement

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems; develop or make useful products; or preform specific manufacturing processes. The Biotechnology Laboratory Assistant Certificate of achievement is designed for students who wish to obtain the skills required to gain entry level employment in the biotechnology industry. Upon completion of the Biotechnology Laboratory Assistant Certificate program students will be eligible to obtain entry level employment as laboratory assistants in biotechnology industries such as pharmaceutical labs or research and development laboratories. There are no prerequisites or enrollment limitations for the program. Upon successful completion of the program students will have acquired the following knowledge and skills: •Apply the scientific method and appropriate experimental design •Maintain an industry standard laboratory notebook •Use and complete correct Standard Operating Procedures (SOPs), Good Manufacturing Procedures (GMPs) and other required documentation common in a biotechnology laboratory • Demonstrate ability to accurately and safely preform standard lab techniques such as pipetting, metrology, aseptic technique • Maintain a safe, clean contamination-free and clutter-free environment •Communicate information in an appropriate way •Preform calculations relating to work function •Select and use appropriate computer tools

Program Student Learning Outcomes

Upon successful completion of the Biotechnology Lab Assistant COA, students should be able to:

- Apply the scientific method and appropriate experimental design
- Maintain an industry standard laboratory notebook
- Use and describe correct SOPs, GMPs and other required documentation common in a biotechnology laboratory
- Demonstrate ability to accurately and safely preform standard lab techniques such as pipetting, metrology, aseptic technique
- Demonstrate proper use of common lab equipment
- Demonstrate effective interviewing skills to obtain employment in the biotechnology industry
- Follow relevant safety policies, guidelines, protocols and regulations
- Maintain a safe, clean contamination-free and clutter-free environment
- Document data and results according to established procedures
- Communicate information in an appropriate way
- · Preform calculations relating to work function

Course ID	Title	Units
Complete the fo	ollowing courses	
BIOT 70	Introduction to Biotechnology	3
BIOT 70L	Introductory Biotechnology Laboratory	1
BIOT 273	Biotechnology A-Basic Lab Skills	4
CHEM 3	Fundamental Chemistry	4
	T	4.2
	Total	12

Revised

Biotechnology Lab Assistant Certificate of Achievement

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems; develop or make useful products; or preform specific manufacturing processes. The Biotechnology Laboratory Assistant Certificate of achievement is designed for students who wish to obtain the skills required to gain entry level employment in the biotechnology industry. Upon completion of the Biotechnology Laboratory Assistant Certificate program students will be eligible to obtain entry level employment as laboratory assistants in biotechnology industries such as pharmaceutical labs or research and development laboratories. There are no prerequisites or enrollment limitations for the program. Students may fulfill the chem 3 requirement by passing the AP chem exam with a score of 3 or better. Upon successful completion of the program students will have acquired the following knowledge and skills: •Apply the scientific method and appropriate experimental design •Maintain an industry standard laboratory notebook •Use and complete correct Standard Operating Procedures (SOPs), Good Manufacturing Procedures (GMPs) and other required documentation common in a biotechnology laboratory •Demonstrate ability to accurately and safely preform standard lab techniques such as pipetting, metrology, aseptic technique •Maintain a safe, clean contamination-free and clutter-free environment •Communicate information in an appropriate way •Preform calculations relating to work function •Select and use appropriate computer

Program Student Learning Outcomes

Upon successful completion of the Biotechnology Lab Assistant COA, students should be able to:

- Apply the scientific method and appropriate experimental design
- Maintain an industry standard laboratory notebook
- Use and describe correct SOPs, GMPs and other required documentation common in a biotechnology laboratory
- Demonstrate ability to accurately and safely preform standard lab techniques such as pipetting, metrology, aseptic technique
- Demonstrate proper use of common lab equipment
- Demonstrate effective interviewing skills to obtain employment in the biotechnology industry
- Follow relevant safety policies, guidelines, protocols and regulations
- Maintain a safe, clean contamination-free and clutter-free environment
- Document data and results according to established procedures
- Communicate information in an appropriate way
- Preform calculations relating to work function

C

Course ID	Title	Units
BIOT 70	Introduction to Biotechnology	3
BIOT 70L	Introductory Biotechnology Laboratory	1
BIOT 273	Biotechnology A-Basic Lab Skills	4
BIO 10	Biochemistry for Health Sciences	4
	or	
CHEM 3	Fundamental Chemistry	4

Total 12

Current

See next page

Business Administration Associate in Science for Transfer

This curriculum provides an opportunity to achieve an Associate in Arts Degree in Business Administration for Transfer to the California State University System (CSU) while completing the first and second year requirements for transfer to a four-year institution. A baccalaureate degree is recommended preparation for those considering professional careers in business. Completion of this curriculum will demonstrate commitment to the field and provide comprehensive preparation for upper-division work. This program is designed specifically for the California State University system. Each CSU school, however, reserves a right to accept students with the AA-T degree into some (not all) specific specialization under the BA in Business Administration. Lower Division requirements for the University of California system and private four-year colleges vary by transfer school.

Program Student Learning Outcomes

Upon successful completion of the Business Administration AS-T, students should be able to:

- Satisfy the educational requirements necessary to successfully pursue a baccalaureate degree in Business Administration
- Demonstrate an understanding of the complex nature of business in a diverse global economy by integrating knowledge of the elements of American business and economic principles including accounting, finance, management, marketing, and human relations in organizations
- Demonstrate the ability to apply theory, critical-thinking, and analytical skills to practical issues and problems that decision-makers in the field of business are likely to face
- Reflect appropriate leadership traits and teamwork skills during group activities and collaborative projects conducted and/or initiated by the instructor
- Demonstrate the ability to identify ethical issues in various business situations, and articulate a thoughtful position in response to those issues

Course ID	Title	Units
Required Core:		
ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4
ECON 1	Principles of Economics- Micro	3
ECON 2	Principles of Economics- Macro	3
MGT 12A	The Legal Environment of Business	3
List A:		
MATH 10	Introduction to Statistics	3
	Or	
MATH 11	A Brief Course in Calculus	4
List B:		
CIM 107	Introduction to Personal Computer Applications	3
	Or	
CS 1	Introduction to Computer Systems	3
MGT 1	Introduction to Business	3
	Or	
MGT 104	Business Communication	3

Total

26-27

Revised

Business Administration Associate in Science for Transfer

This curriculum provides an opportunity for students to achieve an Associate in Science Degree in Business Administration for Transfer to the California State University System (CSU) while completing the first and second year requirements. A baccalaureate degree is recommended preparation for those considering professional careers in business.

Program Student Learning Outcomes

Upon successful completion of the Business Administration AS-T, students should be able to:

- Satisfy the educational requirements necessary to successfully pursue a baccalaureate degree in Business Administration
- Demonstrate an understanding of the complex nature of business in a diverse global economy by integrating knowledge of the elements of American business and economic principles including accounting, finance, management, marketing, and human relations in organizations
- Demonstrate the ability to apply theory, critical-thinking, and analytical skills to practical issues and problems that decision-makers in the field of business are likely to face
- Reflect appropriate leadership traits and teamwork skills during group activities and collaborative projects conducted and/or initiated by the instructor
- Demonstrate the ability to identify ethical issues in various business situations, and articulate a thoughtful position in response to those issues

Course ID	Title	Units
Required Core:	Select five (17 units)	
ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4
	Or	
ACCT 1BH	Managerial Accounting Honors	4
ECON 1	Principles of Economics- Micro	3
	Or	
ECON 1H	Principles of Economics- Micro Honors	3
ECON 2	Principles of Economics- Macro	3
	Or	
ECON 2H	Principles of Economics-Macro Honors	3
MGT 12A	The Legal Environment of Business	3
	Or	
MGT 12AH	The Legal Environment of Business Honors	3
List A: Select or	n (3-4 units)	
MATH 10	Introduction to Statistics	3
	Or	
MATH 11	A Brief Course in Calculus	4
	Or	
ECON 10	Statistics for Business and Economics	3
	Or	
ECON 10H	Statistics for Business and Economics	3
MGT 10	Statistics for Business and Economics	3
	Or	
MGT 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
List B: Select tw	o (6 units)	
Any List A cours	e not already used.	
CIM 107	Introduction to Personal Computer Applications	3
	Or	
CS 1	Introduction to Computer Systems	3
	Or	
CS 1H	Introduction to Computer Systems Honors	3
MGT 1	Introduction to Business	3
	Or	
MGT 104	Business Communication	3
	Total	26-27

Current

Chemistry Associate in Arts

The chemistry curriculum is designed to foster an understanding of the fundamental principles of chemistry in a variety of applications—medicine, health-care products, energy, food production, body metabolism, structural materials, microelectronics, and the environment. Students learn how chemical knowledge is derived, theorized, and applied in solving problems in everyday life. They perform experiments in a modern chemistry laboratory with state-of-the-art equipment under the guidance of experienced faculty. In addition, students have an opportunity to enhance their understanding of chemical concepts and improve their laboratory skills through a series of computer-aided lessons and exercises. The chemistry curriculum is designed to meet the needs of students who wish to pursue a major in (1) chemistry, biology, marine science, geology, physics, medicine, engineering, or technology; (2) paramedical or allied health science, including nursing, dental hygiene, physical therapy, or nutrition; or (3) liberal arts.

Program Student Learning Outcomes

Upon successful completion of the Chemistry AA, students should be able to:

- Apply chemical concepts to identify or predict chemical behavior.
- Apply mathematics and statistics principles to solve chemical problems.
- Identify chemical composition and communicate both chemical properties and principles

Course ID	Title	Units
Complete the fol	lowing courses	
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
CHEM 12A	Organic Chemistry	5
CHEM 12B	Organic Chemistry	5

^{*}Students who have not successfully completed high school chemistry should complete CHEM 3 prior to enrolling in CHEM 1A

Recommended electives

BIO 2	Plant Biology	4
BIO 5	Animal Biology	4
PHYS 2A	Introduction to Physics	4
	And	
PHYS 2B	Introduction to Physics	4
	Or	
PHYS 4A	General Physics	4
	And	
PHYS 4B	General Physics	4

20

Total

Revised

Chemistry Associate in Science

The chemistry curriculum is designed to meet the needs of students who wish to pursue a major in (1) chemistry, biology, marine science, geology, physics, medicine, engineering, or technology; (2) paramedical or allied health science, including nursing, dental hygiene, physical therapy, or nutrition; or (3) liberal arts. Students learn how chemical knowledge is derived, theorized, and applied in solving problems in everyday life. They perform experiments in a modern chemistry laboratory with state-of-the-art equipment under the guidance of experienced faculty. In addition, students have an opportunity to enhance their understanding of chemical concepts and improve their laboratory skills through a series of computer-aided lessons and exercises.

Program Student Learning Outcomes

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

- Apply chemical concepts to identify or predict chemical behavior.
- Apply mathematics and statistics principles to solve chemical problems.
- Identify chemical composition and communicate both chemical properties and principles

Course ID	Title	Units
Complete the follo	owing courses	
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry II	5
CHEM 12A	Organic Chemistry	5
CHEM 12B	Organic Chemistry	5

^{*}Students who have not successfully completed high school chemistry should complete CHEM 3 prior to enrolling in CHEM 1A

Recommended electives

BIO 2	Plant Biology	4
BIO 5	Animal Biology	4
PHYS 2A	Introduction to Physics	4
	And	
PHYS 2B	Introduction to Physics	4
	Or	
PHYS 4A	General Physics	4
	And	
PHYS 4B	General Physics	4
CHEM 12B	Organic Chemistry	5

Total 20

Action Taken Description
assignments
cross-listed with (and list the other course id)
catalog description
corequisite
course prefix and/or number
delete course
delete version of course
grading option
hours
limitation
learning objectives
methods of evaluation
new course
new version of existing course
open entry/open exit
program course status
prerequisite
course reactivation
recommended prep
repeatability
occupational code (A = apprenticeship, B = advanced occupational, C = clearly occupational, D = possibly occupational, E = non-occupational)
schedule description
student learning outcomes
scheduled review is for courses that are scheduled for review and there are no revisions
titles
numerical classification code used to assign programs and courses to disciplines
topics
text-required for all courses numbered 1-299
units
validation

School	Catalog Id		Abbreviated Course Title	Action Taken
Arts	13270.00	ART 91	Portfolio Development	cat desc, sch desc
	11013.00	ARTH 5	Introduction to Art Media	cat desc, sch desc
				ti, cat desc, sch desc, rec prep, tps, SLOs,
	11006.00	ARTH 23	African, Oceanic, and Indigenous North American Art	Irng obj, moe, assign, txt
		ARTH 25	Art History Survey I: Western	txt
	11012.00	ARTH 33	American Art	cat desc, sch desc
		COMM 10	Group Dynamics and Leadership	cat desc, sch desc
	10422.05	DMA 40	Digital 2D Design and Color Theory	cat desc, sch desc
	10150.15	DMA 56	Graphic Design II	cat desc, sch desc
	10290.15	DMA 60	Print Media Design and Production	cat desc, sch desc
	13243.05		Motion Graphics	cat desc, sch desc
	14610.00	DMA 85	Visual Storytelling	cat desc, sch desc
	13270.15		Portfolio Development	cat desc, sch desc
	13238.10		Illustration	cat desc, sch desc
		DNCE 281	Pedagogy-Teaching Methods for Movement Training	cat desc, sch desc
	14700.00		Environmental Texturing and Lighting	cat desc, sch desc
	14550.00		Character Design and Layout	cat desc, sch desc
	14699.00		Organic Modeling	cat desc, sch desc
	14705.00		Portfolio Development-Environmental Design	cat desc, sch desc
	14556.00		2D Animation Principles II	cat desc, sch desc
	14468.00		Scene Painting	cat desc, sch desc
	14684.00		Introduction to Technical Theater	cat desc, sch desc
	14787.00		Stage Management Practicum	cat desc, sch desc
	14308.00		Stage Management Seminar	cat desc, sch desc
	14788.00		Theater Crew: Scenic	cat desc, sch desc
	14789.00		Theater Crew: Costume	cat desc, sch desc
	14790.00		Theater Crew: Lighting	cat desc, sch desc
	14791.00		Theater Crew: Audio/Video	cat desc, sch desc
	14792.00		Theater Crew: Make-Up	cat desc, sch desc
	14311.00		Costume Sewing	cat desc, sch desc
	14310.00		Costume Sewing and Production	cat desc, sch desc
	14387.00		Costume Sewing, Production, and Wardrobe	cat desc, sch desc
	6525.00		Scene Shop Basics	cat desc, sch desc
	6525.20		Scenic Production Practicum	cat desc, sch desc
	6525.10		Scenic Production and Performance Practicum	cat desc, sch desc
BS		ACCT 210	Advanced Accounting	ti, sch desc, txt
			Auditing: Internal Controls Under Sarbanes-Oxley	ti, txt
	14414.00	CIM 45	Mobile Web Applications Using HTML and JavaScript	cat desc, sch desc
	13214.14	CIM 49	Cascading Style Sheets (CSS) Website	cat desc, sch desc
	11145.10	CIM 51	Dynamic Web Database Management	cat desc, sch desc
	14285.00	LGL 15	Environmental Law and Policy	cat desc, sch desc
	3362.00	MGT 68	Introduction to International Business	cat desc, sch desc
ним	14657.00	ETHN 10	Introduction to Ethnic Studies	cat desc, sch desc
	14658.00	ETHN 20	Introduction to Asian American Studies	cat desc, sch desc
	14829.00	LIT 16	Survey in Contemporary Creative Nonfiction	new
	14828.00		Writing Creative Nonfiction	new
IDEA	14144.00		3D Architectural Design with Building Information Modeling	dc
	13247.10		Commercial and Industrial Wiring	tps, SLOs, Irng obj, moe, assign, txt
	14794.00		3D Civil Computer-Aided Design	cat desc, sch desc
	2190.00		Basic Electric Circuits I	cat desc, sch desc
V V L	14397.00 14651.00		Fundamentals of Light	cat desc, sch desc
KAH			Social-Cultural Issues in Sport	cat desc, sch desc
	14646.00		Sports Appreciation	cat desc, sch desc
	13264.05		Introduction to Kinesiology	cat desc, sch desc
LS	14212.00		Introduction to Electronic Databases	cat desc, sch desc
LST	10473.05		Human Anatomy and Physiology	cat desc, sch desc
	14157.00		Integrated Biology: Organisms to Ecosystems	cat desc, sch desc
	14584.00		Integrated Biology: Organisms to Ecosystems Honors	cat desc, sch desc
	14474.00		Biotechnology: Cell Culture	cat desc, sch desc
MCS	1620.35	CS 1H	Introduction to Computer Systems Honors	dc
	1690.25	CS 31	Database Management Programming	cat desc, sch desc

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
	3490.00	MATH 24	Elementary Differential Equations	SLOs, assign
	3490.05	MATH 24H	Elementary Differential Equations Honors	SLOs, assign
SBS	210.00	AJ 3	Introduction to Evidence	cat desc, sch desc
	205.00	AJ 6	Criminal Procedures	cat desc, sch desc
	230.00	AJ 7	Criminal Law II	cat desc, sch desc
	9371.50	PSYC 100	Psychology as a Major and a Profession	cat desc, sch desc
	14530.00	PSYC 115B	Faculty Mentored Independent Research in Psychology B	cat desc, sch desc
	14216.00	SRM 80	Introduction to the Principles of Sustainability	cat desc, sch desc
	14217.00	SRM 85	Society and Sustainability	cat desc, sch desc
			Sustainable Practices and Resource Management for	
	14218.00	00 SRM 90 Communities		cat desc, sch desc
	14219.00	SRM 95	Business Case for Sustainability	cat desc, sch desc

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.4 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College, Notices of

Completion, Various Projects

ACTION: Approval

BACKGROUND

The Board of Trustees approved or ratified agreements for the following Saddleback College (SC) and Irvine Valley College (IVC) projects as follows:

- New Art Construction, Inc., for a contract total of \$197,000.00, for the IVC Repair and Retrofit Locker Rooms project. Board of Trustees ratified the contract on August 26, 2019 and at this October Board meeting, staff is requesting ratification of a change order equal to \$15,196.24, for a contract total of \$212,196.24.
- Geary Floors, Inc., for a contract total of \$48,000.00, for the SC Gym Floor Repair project. Board of Trustees ratified on June 24, 2019.
- Dabco, Inc., for a contract total of \$33,036.00, for the SC Sciences Building Industrial Water System project. Board of Trustees ratified on June 24, 2019.
- Century Paving, Inc., for a contract total of \$54,389.00, for the SC Temporary Parking Lot project. Board of Trustees ratified on July 15, 2019.
- GCI Construction, Inc., for a contract total of \$39,200.00, for the SC Fine Arts 206 Sewer Repair project. Board of Trustees ratified on August 26, 2019.
- Otero Construction, Inc., for a contract total of \$45,759.49, for the SC Career Center Remodel project. Board of Trustees ratified the contract on June 24, 2019 and Change Order No. 01 in the amount of \$1,851.00 on September 23, 2019, for a contract total of \$47,610.49.

STATUS

Contract work is complete on the projects. Staff recommends the Notices of Completion be filed for the following projects:

- IVC Repair and Retrofit Locker Rooms project (EXHIBIT A)
- SC Gym Floor Repair project (EXHIBIT B)
- SC Sciences Building Industrial Water System project (EXHIBIT C)
- SC Temporary Parking Lot project (EXHIBIT D)
- SC Fine Arts 206 Sewer Repair project (EXHIBIT E)
- SC Career Center Remodel project (EXHIBIT F)

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notices of Completion for the Repair and Retrofit Locker Rooms project at Irvine Valley College to New Art Construction, Inc., for a contract total of \$212,196.24 and for the following Saddleback College projects: the Gym Floor Repair project to Geary Floors, Inc., for a contract total of \$48,000.00; the Sciences Building Industrial Water System project to Dabco, Inc., for a contract total of \$33,036.00; the Temporary Parking Lot project to Century Paving, Inc., for a contract total of \$54,389.00; the Fine Arts 206 Sewer Repair project to GCI Construction, Inc., for a contract total of \$39,200.00; and the Career Center Remodel project to Otero Construction, Inc., for a contract total of \$47,610.49.

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: IVC Repair and Retrofit Locker Rooms project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 17th day of June 2019, which contract was made with NEW ART CONSTRUCTION, INC., as Contractor; that said improvements were completed on the 30th day of September 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 DEVELOPERS SURETY AND IDEMNITY 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

	IKVINE, CA 92018	
SOUTH ORANGE COUNTY C	OMMUNITY COLLEGE D	ISTRICT OF ORANGE COUNTY, CA
Ву		_
,	Ann-Marie Gabel	
	Vice Chancellor, Busines	s Services
· _ · _ · _ · _ · _ · _ · _ · _ ·	_	nly the identity of the individual who signed the ness, accuracy, or validity of that document.
State of California County of Orange		
Subscribed and sworn to (or affirmed) be	fore me	
on this day of	, 20	
byAnn-Marie Gabel (Name of Signer)		
proved to me on the basis of satisfactory to be the person(s) who appeared before r		
Signature_		
Signature of Notary Public	\overline{c}	(Seal)

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: Gym Floor Repair project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 22nd day of April 2019, which contract was made with GEARY FLOORS, INC., as Contractor; that said improvements were completed on the 11th day of June 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 SURE TEC INSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY MISSION VIETO, CA 92692

M	ISSION VIEJO, CA 920	592	
SOUTH ORANGE COUNTY COMM	IUNITY COLLEGE DI	STRICT OF ORANGE COUNTY, C	A
By			
	nn-Marie Gabel ice Chancellor, Business		
A notary public or other office completing the document to which this certificate is attached			_
State of California County of Orange			
Subscribed and sworn to (or affirmed) before n	ne		
on this day of, 2	.0		
by Ann-Marie Gabel (Name of Signer)			
proved to me on the basis of satisfactory evider to be the person(s) who appeared before me.	ice		
Signature_			
Signature Of Notary Public		(Seal)	

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: Sciences Building Industrial Water System project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 2nd day of May 2019, which contract was made with DABCO, INC., as Contractor; that said improvements were completed on the 6th day of May 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 ALLIED WORLD SURPLUS LINES that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY MISSION VIETO CA 92692

MISSION	N VIEJO, CA 92092
SOUTH ORANGE COUNTY COMMUNIT	TY COLLEGE DISTRICT OF ORANGE COUNTY, CA
Ву	
	arie Gabel Dated
Vice Cha	ancellor, Business Services
	tificate verifies only the identity of the individual who signed the d 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, 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)

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: Temporary Parking Lot project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 3rd day of June 2019, which contract was made with CENTURY PAVING, INC., as Contractor; that said improvements were completed on the 3rd day of October 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 WEST AMERICAN INSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY MISSION VIETO CA 92692

MISSION	VIEJO, CA 92092
SOUTH ORANGE COUNTY COMMUNITY	COLLEGE DISTRICT OF ORANGE COUNTY, CA
By	
	e Gabel Dated
vice Chan	ncellor, Business Services
	cicate verifies only the identity of the individual who signed the 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, 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	
Signature of Notary Public	(Seal)

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: Fine Arts 206 Sewer Repair project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 13th day of June 2019, which contract was made with GCI CONSTRUCTION, Inc., as Contractor; that said improvements were completed on the 3rd day of July 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 GREAT AMERICAN ASSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY MISSION VIETO CA 92692

IMISSIO	N VIEJO, CA 92092
SOUTH ORANGE COUNTY COMMUNIT	TY COLLEGE DISTRICT OF ORANGE COUNTY, CA
Ву	
	rie Gabel Dated ancellor, Business Services
· · · · · · · · · · · · · · · · · · ·	ificate verifies only the identity of the individual who signed the l 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, 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)

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: Career Center Remodel project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 15th day of May 2019, which contract was made with OTERO CONSTRUCTION, INC., as Contractor; that said improvements were completed on the 7th day of June 2019, and accepted by formal action of the governing board of said District on the 28th day of October 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 COLONY INSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE 28000 MARGUERITE PKWY MISSION VIEJO. CA 92692

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SOUTH ORANGE COUNTY COM	MUNITY COLLEGE D	ISTRICT OF ORANGE COUNTY, CA	
Ву			
	Ann-Marie Gabel	Dated	
	Vice Chancellor, Busines	ss Services	
_ · · · · -		nly the identity of the individual who signed ness, accuracy, or validity of that documen	
State of California County of Orange			
Subscribed and sworn to (or affirmed) before	e me		
on this day of	, 20		
by Ann-Marie Gabel (Name of Signer)			
proved to me on the basis of satisfactory evic to be the person(s) who appeared before me.	lence		
Signature			
Signature of Notary Public		(Seal)	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.5 DATE: 10/28/19

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.

Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
10/4/2019 9:00am-4:00pm	Faculty Training and Articulation Workshop Palomar College Rancho Bernardo Campus	Juan Antonio Henriquez, University of New Orleans	Credit for Prior Learning Faculty Training and Articulation Workshop- Support for Saddleback College V-CAT Award	011/FS439 \$500 honorarium + travel expense reimbursement NTE \$2100
10/4/2019 9:00am-4:00pm	Faculty Training and Articulation Workshop Palomar College Rancho Bernardo Campus	Joy Cooper – Northeast Texas CC and Texas A&M	Credit for Prior Learning Faculty Training and Articulation Workshop- Support for Saddleback College V-CAT Award	011/FS439 \$500 honorarium + travel expense reimbursement NTE \$2100
1/24/2020 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series SC Emeritus Institute	John Manly	The Sexual Abuse Epidemic & How We Can Stop It	\$200.00 General Fund
4/17/2020 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series SC Emeritus Institute	Rick Graves	An Alternate Vision: Distavision Long Format Imaging: Pushing Photography to its Extremes	\$200.00 General Fund
4/24/2020 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series SC Emeritus Institute	Mr. Martin J. Smith	"Scripting Act Three": (or 'How I Learned to Live Deliberately, Love a Pregnant Moose and Embrace a Life Far From the Madding Crowd')	\$900.00 General Fund
5/15/2020 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series SC Emeritus Institute	Ambassador Gaddi Vasquez	An American Journey: Tilling Fields of Hope, Harvesting the Dream – The Words of a Former Peace Corps Director and Former U.S. Ambassador	\$200.00 General Fund

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel
	None			

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.6 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: New, Revised, and Deleted Curriculum for the

2020-2021 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 2020-2021 academic year. Exhibit A includes new courses, Exhibit B includes revised and deleted courses, Exhibit C includes new programs, and Exhibit D includes revised programs. The new, revised, and deleted 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 year at Saddleback College as listed in Exhibits A, B, C, and D.

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other
				noncredit enhanced funding, L=not eligible for
				enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship,
				B=advanced occupational, C=clearly occupational,
				D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled
				for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
			CAREERS IN MUTEUTION AND	
	EN CCE (4.55)	672000 00	CAREERS IN NUTRITION AND	nc, 1 unit/1 hr lec/0 hr lab/0 hr lrng cntr,
ATAS	FN 665 (165)	6/2000.00	DIETETICS	non-repeatable
				nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr,
			CYBERSECURITY OPERATIONS-	non-repeatable, rec prep CIMS 130 and
BS	CIMS 600	103007.00	CISCO CCNA CYBER OPS	<u>CIMN 120</u> , crs id fr CIMS 600 to <u>CIMS 165</u>

				nc, 3 units/2 hrs lec/3 hrs lab/0 hr lrng cntr,
				non repeatable, rec prep CIMN 120 and
	CIMS 601		CYBERSECURITY ANALYSIS -	CIMS 130, gr opt GR -Letter Grade or
BS	(155)	668185.00	COMPTIA CYSA+	Pass/No Pass
				nc, 0 unit/2 hrs lec/3 hrs lab/0 hr lrng cntr,
				repeatable 4 times, crs id fr CIS 680NC to
			CCENT CISCO CERTIFIED	CIS 480NC, gr opt SP Noncredit graded
BS	CIS 680NC	103013.00	ENTRY LEVEL TECHNICIAN	pass/SP/No Pass, oe/oe
				nc, 0 unit/2 hrs lec/3 hrs lab/0 hr lrng cntr,
	CIS 681NC		CCNA CISCO CERTIFIED	prereq <u>CIS 480NC</u> , repeatable 4 times, gr
BS	(481NC)	103014.00	NETWORK ASSOCIATE	opt Noncredit graded Pass/Sp/No Pass
				nc, 0 units/33.2 hrs lec/16.6 hrs lab/ 0 hr
				Irng cntr, non repeatable, gr opt SP
			ADULT EDUCATION BASIC	Noncredit graded pass/SP/No Pass, oe/oe
CE	AEBE 602NC	431672.00	EDUCATION LANGUAGE ARTS I	crs id fr AEBE 602NC to AEBE 702NC
				nc, 0 units/33.2 hrs lec/16.6 hrs lab/ 0 hr
				Irng cntr, prereq AEBE 702NC, non
			ADULT EDUCATION BASIC	repeatable, gr opt SP Noncredit graded
			EDUCATION LANGUAGE ARTS	pass/SP/No Pass, oe/oe, crs id fr AEBE
CE	AEBE 603NC	668181.00	II	603NC to AEBE 703NC
				nc, 0 units/33.2 hrs lec/16.6 hrs lab/ 0 hr
				Irng cntr, repeatable 99 times, gr opt SP
			ADULT EDUCATION BASIC	Noncredit graded pass/SP/No Pass, oe/oe,
CE	AEBE 604NC	668182.00	EDUCATION MATH I	crs id fr AEBE 604NC to AEBE 704NC
				nc, 0 units/33.2 hrs lec/16.6 hrs lab/ 0 hr
				Irng cntr, prereq AEBE 704NC, repeatable
				99 times, gr opt SP Noncredit graded
			ADULT BASIC EDUCATION	pass/SP/No Pass, oe/oe, crs id fr AEBE
CE	AEBE 605NC	668183.00	MATH II	603NC to AEBE 705NC
				nc, prereq FN 210NC or current ServSafe
	AEFN 689NC			<u>Certification</u> , 0 unit/1 hr lec/3 hrs lab/0 hr
CE	(789NC)	669000.00	BASIC FOOD PREPARATION	Irng cntr, repeatable 3 times
				nc, prereq FN 210NC or current ServSafe
	AEFN 690NC			<u>Certification</u> , 0 unit/1 hr lec/3 hrs lab/0 hr
CE	(790NC)	669001.00	BAKING BASICS	Irng cntr, repeatable 3 times
				nc, prereq FN 210NC or current ServSafe
	AEFN 691NC			<u>Certification</u> , 0 unit/1 hr lec/3 hrs lab/0 hr
CE	(791NC)	669002.00	HEALTHY COOKING	Irng cntr, repeatable 3 times
				nc, 0 unit/4 hrs lec/2 hr lab/0 hr lrng cntr,
	AESL 610NC		ADULT EDUCATION ESL FOR	repeatable 3 times, gr opt Noncredit
CE	(710NC)	668190.00	THE WORKPLACE I	Graded Pass/SP/No Pass
				nc, 0 unit/4 hrs lec/2 hr lab/0 hr lrng cntr,
	AESL 620NC		ADULT EDUCATION ESL FOR	repeatable 3 times, gr opt Noncredit
CE	(720NC)	668191.00	THE WORKPLACE II	Graded Pass/SP/No Pass

				nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr,
			ADDICTION STUDIES	non-repeatable, rec prep HS 100, crs id fr
HS	HS 601	103012.00	COUNSELING SKILLS	HS 601 to HS 101
				nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr,
			CERTIFIED CODING SPECIALIST	non-repeatable, crs id fr HSC 634 to HSC
HS	HSC 634	103006.00	(CCS) EXAM PREPARATION	234
				nc, 0 unit/6 hrs lec/0 hr lab/0 hr lrng cntr,
				lim Enrolled in Saddleback College Nursing
	N 678NC		NURSING COMMUNICATION	Program , repeatable 4 times, gr opt
HS	(478NC)	668188.00	SKILLS, PART I	Noncredit Graded Pass/SP/No Pass
				nc, 0 units/6 hrs lec/0 hr lab/0 hr lrng cntr,
				lim Enrolled in Saddleback College Nursing
	N 679NC		NURSING COMMUNICATION	<u>Program</u> , repeatable 4 times, gr opt
HS	(479NC)	668189.00	SKILLS, PART II	Noncredit Graded Pass/SP/No Pass
				nc, 0 units/24 hrs lec/0 hr lab/0 hr lrng cntr,
			FAMILY CHILDCARE BUSINESS	non repeatable, gr opt Noncredit graded
SS	CDE 401NC	103008.00	PRACTICES	Pass/No Pass
			FAMILY CHILDCARE	nc, 0 units/24 hrs. lec/0 hr lab/0 hr lrng
			CURRICULUM AND	cntr, non repeatable, prereq CDE 401NC, gr
SS	CDE 402NC	103009.00	ENVIRONMENT	opt Noncredit graded Pass/No Pass

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for
				enhanced funding, Y=credit course) cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship,
				B=advanced occupational, C=clearly occupational,
				D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled
				for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 42	48120.00	DESCRIPT DRWG & PERSP	cat desc
ATAS	ARCH 262	992626.00	LA ARCH	sr
ATAS	AUTO 200	433654.00	ENHANCD CLEAN AIR CRS	SLOs, val
ATAS	AUTO 207	433426.00	AUTO ENG FUNDAMENTALS	Irng obj, SLOs, txt
ATAS	AUTO 240	992519.00	AUTOMOTIVE LAB	SLOs, txt
ATAS	CWE 180	433360.00	CO-OP-ED-AUTO	txt, retaining rpt 3 times
ATAS	ENV 16	144991.00	ENV DISASTERS	cat desc, sch desc, tps, txt
ATAS	ET 114	266070.00	DIGITAL ELEC CIRCUITS	assign

ATAS	.=	= 1 011 110	462020.05	CLOTUNIC CONSTRUCTION	
ATAS	ATAS	FASH 110	162020.05	CLOTHING CONSTRUCTION	cat desc, txt
ATAS					
ATAS	ATAS	FASH 212			moe, txt
ATAS FN 161 338070.00 NUTR FOR HEALTH OCCUP val ATAS FN 120 33810.00 FOR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 FOR SUSTAINABLE MEALS ATAS FN 142 338040.00 CLASSICAL FR CUISINE TOP code fr 1306.00 to 1306.30 FOR SUSTAINABLE MEALS ATAS FN 142 338040.00 CLASSICAL FR CUISINE TOP code fr 1306.00 to 1306.30 FOR SUSTAINABLE MEALS ATAS FN 142 338040.00 CLASSICAL FR CUISINE TOP code fr 1306.00 to 1306.30 FOR SUSTAINABLE MEALS ATAS FN 152 450039.00 SP EVENT CATER MGMT TOP code fr 1306.00 to 1306.30 FOR SUSTAINABLE MEALTH OCCUPATIONS to CLINICAL NUTRITION, units fr 2-0 to 3.0, hrs fr 3-lec/0-lab/0-lrng. For 13 lec/0 lab/0-lrng. For 14 lec/0 lab/0-lrng. For 13 l	ATAS	FASH 213			SLOs, moe, txt
ATAS FN 120 338020.00 SUSTAINABLE MEALS TOP code fr 1306.00 to 1306.30 ATAS FN 140 338030.00 WORLD CUISINES TOP code fr 1306.00 to 1306.30 ATAS FN 142 338040.00 CLASSICAL FR CUISINE TOP code fr 1306.00 to 1306.30 BY SELECT STATES AND S	ATAS	FASH 216	992480.00	COSTUMER'S LAB	sch desc, moe, txt
ATAS					cat desc, sch desc, tps, SLOs, moe, assign,
ATAS	ATAS	FCS 142	206040.00	LIFE MANAGEMENT	txt
ATAS	ATAS	FN 120	338020.00	SUSTAINABLE MEALS	TOP code fr 1306.00 to 1306.30
ATAS FN 152 450039.00 SP EVENT CATER MGMT GR - Letter Grade or Pass/No Pass, Irng obj, moe, assign, txt tif r Nutrition FOR HEALTH- OCCUPATIONS to CLINICAL NUTRITION, units fr 2-0 to 3.0, hrs fr 2-lec/0 lab/0 lrng entr. cat desc, sch desc, tps, Irng obj, SLOs, moe, assign, txt val va	ATAS	FN 140	338030.00	WORLD CUISINES	TOP code fr 1306.00 to 1306.30
Letter Grade or Pass/No Pass, Irng obj, moe, assign, bt	ATAS	FN 142	338040.00	CLASSICAL FR CUISINE	TOP code fr 1306.00 to 1306.30
ATAS FN 152 420039.00 SP EVENT CATER MGMT moe, assign, txt ti fr NUTRITION FOR HEALTH- OCCUPATIONS to CLINICAL NUTRITION, units fr 2-0 to 3.0, hrs fr 2-lec/0 lab/0 lrng cntr, cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt ATAS FN 161 338070.00 NUTR FOR HEALTH OCCUP val ATAS FN 164 430351.00 SPORTS NUTRITION tps, SLOs, moe, assign, txt ATAS FN 220 338160.10 FR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 222 338180.00 CHINESE CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 223 338190.00 ASIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GD 1 992786.00 INTRO VEHICLE WRAP ATAS GD 1 992786.00 INTRO VEHICLE WRAP ATAS GD 144 90050.10 TYPOGRAPHY Sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 154 429130.00 DIGITAL PRE-PRESS ATAS HORT 10 1800.00 PLOT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLOT MAT-ORNAMENTAL txt ATAS HORT 110 1800.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 1800.00 INTRO TO PLANT DESIGN sch desc, txt					gr opt fr GN - Letter Grade only to GR -
The first state of the first sta					Letter Grade or Pass/No Pass, Irng obj,
ATAS	ATAS	FN 152	450039.00	SP EVENT CATER MGMT	moe, assign, txt
ATAS FN 161 338070.00 NUTR FOR HEALTH OCCUP val ATAS FN 164 430351.00 SPORTS NUTRITION tps, SLOs, moe, assign, txt ATAS FN 164 430351.00 SPORTS NUTRITION tps, SLOs, moe, assign, txt ATAS FN 220 338160.10 FR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 221 338190.00 CHINESE CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 222 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 231 428456.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 105 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION Sr ATAS GD 144 90050.10 TYPOGRAPHY Sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN Sr ATAS GD 210 992531.00 MOTION GRAPHICS Sr ATAS HORT 10 18010.00 PLANT MAT-EDIBLES Sr ATAS HORT 10 18010.00 PLANT MAT-EDIBLES Sr ATAS HORT 10 18010.00 PLANT MAT-EDIBLES Sr ATAS HORT 10 18010.00 INTRO URBAN FARM Sr					ti fr NUTRITION FOR HEALTH
### TO 3 lec/0 lab/0 lrng cntr, cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt, val desc, tps, lrng obj, SLOs, moe, assign, txt and tps, length of the state of the s					OCCUPATIONS to CLINICAL NUTRITION,
ATAS FN 161 338070.00 NUTR FOR HEALTH OCCUP Val					units fr 2.0 to 3.0, hrs fr 2 lec/0 lab/0 lrng
ATAS FN 161 338070.00 NUTR FOR HEALTH OCCUP val ATAS FN 164 430351.00 SPORTS NUTRITION tps, SLOs, moe, assign, txt ATAS FN 220 338160.10 FR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 222 338180.00 CHINESE CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 223 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt <td></td> <td></td> <td></td> <td></td> <td>cntr to 3 lec/0 lab/0 lrng cntr, cat desc, sch</td>					cntr to 3 lec/0 lab/0 lrng cntr, cat desc, sch
ATAS FN 164 430351.00 SPORTS NUTRITION tps, SLOs, moe, assign, txt ATAS FN 220 338160.10 FR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 222 338180.00 CHINESE CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 223 338190.00 ASIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION Sr ATAS GD 144 90050.10 TYPOGRAPHY Sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN Sr ATAS GD 210 992531.00 MOTION GRAPHICS Sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES Sr ATAS HORT 110 18099.00 INTRO VEHANT DESIGN Sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM Sr					desc, tps, Irng obj, SLOs, moe, assign, txt,
ATAS FN 220 338160.10 FR BISTRO CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 222 338180.00 CHINESE CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 223 338190.00 ASIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 223 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 10 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO URBAN FARM sr	ATAS	FN 161	338070.00	NUTR FOR HEALTH OCCUP	val
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ATAS FN 223 338190.00 ASIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 226 338195.00 MEXICAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 227 429856.00 MEDITERRANEAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO URBAN FARM sr	ATAS	FN 220	338160.10	FR BISTRO CUISINE	TOP code fr 1306.00 to 1306.30
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ATAS FN 228 428946.00 ITALIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLANT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO URBAN FARM sr	ATAS	FN 226	338195.00	MEXICAN CUISINE	TOP code fr 1306.00 to 1306.30
ATAS FN 230 338197.00 VEGETARIAN CUISINE TOP code fr 1306.00 to 1306.30 ATAS FN 232 428456.00 HEALTHY COOKING TOP code fr 1306.00 to 1306.30 ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO URBAN FARM sr	ATAS	FN 227	429856.00	MEDITERRANEAN CUISINE	TOP code fr 1306.00 to 1306.30
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ATAS FN 236 429564.00 AMERICAN REG CUISINE TOP code fr 1306.00 to 1306.30 ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	FN 230	338197.00	VEGETARIAN CUISINE	TOP code fr 1306.00 to 1306.30
ATAS GC 101 374010.00 INTRO TO GRAPHIC COMM assign, txt ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO URBAN FARM sr	ATAS	FN 232	428456.00	HEALTHY COOKING	TOP code fr 1306.00 to 1306.30
ATAS GC 106 992498.00 ADV SCRN PRNT tps, assign ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sr ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	FN 236	429564.00	AMERICAN REG CUISINE	TOP code fr 1306.00 to 1306.30
ATAS GC 215 374050.00 INTRO VEHICLE WRAP txt ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GC 101	374010.00	INTRO TO GRAPHIC COMM	assign, txt
ATAS GD 1 992786.00 HISTORY OF ANIMATION sr ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GC 106	992498.00	ADV SCRN PRNT	tps, assign
ATAS GD 144 90050.10 TYPOGRAPHY sr ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GC 215	374050.00	INTRO VEHICLE WRAP	txt
ATAS GD 154 429130.00 DIGITAL PRE-PRESS txt ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GD 1	992786.00	HISTORY OF ANIMATION	sr
ATAS GD 200 433670.00 PHOTOSHOP GRAPH DESGN sr ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GD 144	90050.10	TYPOGRAPHY	sr
ATAS GD 210 992531.00 MOTION GRAPHICS sr ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GD 154	429130.00	DIGITAL PRE-PRESS	txt
ATAS HORT 10 18010.00 PLNT MAT-ORNAMENTAL txt ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GD 200	433670.00	PHOTOSHOP GRAPH DESGN	sr
ATAS HORT 11 18020.00 PLANT MAT-EDIBLES sr ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	GD 210	992531.00	MOTION GRAPHICS	sr
ATAS HORT 106 120001.00 CAD FUNDAMENTALS moe, assign, txt ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	HORT 10	18010.00	PLNT MAT-ORNAMENTAL	txt
ATAS HORT 109 120002.00 INTRO TO PLANT DESIGN sch desc, txt ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	HORT 11	18020.00	PLANT MAT-EDIBLES	sr
ATAS HORT 110 18099.00 INTRO URBAN FARM sr	ATAS	HORT 106	120001.00	CAD FUNDAMENTALS	moe, assign, txt
	ATAS	HORT 109	120002.00	INTRO TO PLANT DESIGN	sch desc, txt
1 1 1 1	ATAS	HORT 110	18099.00	INTRO URBAN FARM	sr
ATAS HORT 111 120003.00 INTRO PERMACULTURE sr	ATAS	HORT 111	120003.00	INTRO PERMACULTURE	sr
ATAS HORT 113 18030.00 SOILS AND FERTILIZERS tps, Irng obj, txt	ATAS	HORT 113	18030.00	SOILS AND FERTILIZERS	tps, Irng obj, txt
ATAS HORT 130 428773.00 HARDSCAPE FUNDAMENTAL txt	ATAS	HORT 130	428773.00	HARDSCAPE FUNDAMENTAL	txt

ATAS	HORT 142	992780.00	DESIGN TECHNOLOGY	sr
ATAS	HORT 144	120005.00	LICENSURE	sr
				ti fr LANDSCAPE- NATIVE GARDEN DESIGN
ATAS	HORT 145A	992789.00	NATIVE GARDENS	to LANDSCAPE DESIGN-NATIVE GARDEN
				ti fr Landscape design therapeutic
				GARDEN to LANDSCAPE DESIGN-WELLNESS
ATAS	HORT 145C	18093.00	LNDSPE THERAP GARDEN	GARDEN
ATAS	HORT 146	992783.00	PORTFOLIO DEVELOPMENT	txt
				ti fr INTRODUCTION TO HORTICULTURE
				THERAPY to INTRODUCTION TO WELLNESS
				GARDENING , cat desc, sch desc, tps, lrng
ATAS	HORT 238	120007.00	INTRO TO HORT THERAP	obj, SLOs, moe, assign
				rec prep fr Completion or concurrent
				enrollment in ID 110 to Completion or
				concurrent enrollment in ID 112, tps, Irng
ATAS	ID 111	429868.00	INT DESIGN STUDIO I	obj, SLOs, moe, assign, txt, val
				prereq fr None to ID 111, rec prep fr ID 114
				and 121 to ID 131, cat desc, sch desc, tps,
ATAS	ID 126	429869.00	INT DESIGN STUDIO II	Irng obj, SLOs, moe, assign, txt, val
				cat desc, sch desc, Irnj obj, SLOs, assign, txt,
ATAS	ID 127	429885.00	FUNDAMENTALS OF LIGHT	val
				rec prep fr None to ID 111, Irng obj, SLOs,
ATAS	ID 128	429835.00	ID BUS-PROF PRACTICE	assign, txt, val
				rec prep fr ID 115, 123 to ID 115 and
				students should have basic knowledge of
				computer operation, file management, and
				Internet navigation, cat desc, sch desc, tps,
ATAS	ID 131	429802.00	DIGITAL VIS	Irng obj, SLOs, moe, assign, txt, val
ATAS	ID 134	429815.00	ADV CAD FOR INT DES	SLOs, moe, assign, txt, val
				rec prep fr ID 126 and 133 to ID 111 and
ATAS	ID 210	429870.00	HOSPITALITY DESIGN	131, tps, Irng obj, SLOs, moe, assign, txt, val
				rec prep fr ID 126 and 133 to ID 111 and
				131 , cat desc, sch desc, tps, Irng obj, SLOs,
ATAS	ID 214	992377.00	BATH DESIGN	moe, assign, txt, val
				rec prep fr ID 126 and 133 to ID 111 and
				131, cat desc, sch desc, tps, lrng obj, SLOs,
ATAS	ID 215	992376.00	KITCHEN DESIGN	moe, assign, txt, val
				prereq fr ACCT 1A to ACCT 202A, rec prep fr
BS	ACCT 207A	542165.00	ADV. ACCT I	ACCT 202A to ACCT 202B, SLOs, txt, val
BS	ACCT 207B	542166.00	ADV. ACCT II	rec prep fr ACCT 202A to None, txt

				hrs fr 3 hrs lec/0 hr lab/0 hr lrng entr to 2
				hrs lec/3 hrs lab/0 hr lrng cntr, crs id fr
				CIMN 210 to CIMN 110, ti fr NETWORKING
				ESSENTIALS AND TECHNOLOGIES to
				NETWORKING ESSENTIALS AND
				TECHNOLOGIES FOR IT CYBERSECURITY, cat
BS	CIMN 210	429296.00	NETWK ESSENTIALS TECH	desc, sch desc, tps, Irng obj, SLOs, assign, txt
	0	123230.00		hrs fr 3 hrs lec/0 hr lab/0 hr lrng cntr -to 2
				hrs lec/3 hrs lab/0 hr lrng cntr, cat desc,
BS	CIMW 145	432603.00	WEB PHP & WORDPRESS	sch desc, tps, txt
		1000000		hrs fr 3 hrs lec/0 hr lab/0 hr lrng cntr to 2
				hrs lec/3 hrs lab/0 hr lrng cntr, cat desc,
BS	CIMW 160	432013.05	JAVASCRIPT & JQUERY	sch desc, tps, SLOs, txt
			CSS (CASCADING STYLE	hrs fr 3 hrs lec/0 hr lab/0 hr lrng entr to 2
			SHEETS) & RWD (RESPONSIVE	hrs lec/3 hrs lab/0 hr lrng cntr, cat desc,
BS	CIMW 240	430446.00	WEB DESIGN)	sch desc, tps, SLOs, txt
				hrs fr 3 hrs lec/0 hr lab/0 hr lrng cntr to 2
				hrs lec/3 hrs lab/0 hr lrng cntr, tps, SLOs,
BS	CIMW 241	692169.00	INTR TO CMS-WORDPRESS	txt, val
BS	CWE 180	992569.00	CWE-ACCNTG INTERNSHIP	sr
BS	CWE 180	992580.00	CWE-ACCNTG INTERNSHIP	dc
BS	CWE 180	992581.00	CWE-ACCNTG INTERNSHIP	sr
				rec prep fr For Sales License: RE 170, 172
				and one approved Real Estate elective. For-
				Broker License: The eight broker courses.
				See www.bre.ca.gov to none, hrs fr 3 hrs
				lec/0 hr lab/0 hr lrng cntr to 1 hr lec/0 hr
				lab/0 hr lrng cntr, crs id fr RE 250 to RE 255,
BS	RE 250	740220.00	REAL ESTATE LIC PREP	cat desc, sch desc, SLOs, moe, val
FAMT	CTVR 31	180220.05	FILM PRODUCTION I	val
FAMT	CTVR 32	180220.10	FILM PRODUCTION III	assign
FAMT	CTVR 42	180280.00	TV & FILM DIRECTING	txt, val
FAMT	CTVR 106	992742.10	VIDEO JOURNALISM	sr
FAMT	CTVR 124	180130.00	TV PRODUCTION I	txt, val
FAMT	CTVR 125	180140.00	TV PRODUCTION II	moe, assign, txt
FAMT	CTVR 129	433767.00	DOCUMENTARY PROD	moe, assign, val
FAMT	CTVR 191	180275.00	VOICE-OVER/ANNOUNCING	moe, txt
FAMT	CTVR 262	433712.00	PRODUCTION MANAGEMENT	tps, moe, assign, txt
FAMT	CTVR 264	433714.00	CINEMATOGRAPHY	tps, Irng obj, moe, assign, txt, val
FAMT	CTVR 280	429268.00	CTVR EMPLOYMENT SKILL	moe, txt
FAMT	CTVR 290	450139.00	ACT FOR THE CAMERA I	assign
FAMT	CTVR 291	992464.00	ACTING FOR CAMERA II	assign

FAMT	ETT 42	836040.00	COSTUME DESIGN	txt
FAMT	ETT 100	433964.00	APPLIED TECH THEATRE	txt
FAMT	MUS 1	542010.00	THE BASICS OF MUSIC	
	MUS 33	554025.00		sch desc, txt
FAMT			CHORALE	cat desc, sch desc
FAMT	MUS 39	992697.00	COMMERCIAL ENSEMBLE	cat desc, sch desc, txt
FAMT	MUS 47	560190.00	SADDLEBACK BIG BAND	cat desc, sch desc
FAMT	MUS 50	566010.20	APPLIED MUSIC	txt, retaining rpt 3 times
				txt, pcs fr program applicable to <u>not</u>
FAMT	MUS 56	992335.00	ADVANCED PIANO	program applicable
FAMT	MUS 60	992336.00	BEG CLASSICAL GUITAR	cat desc, sch desc, txt
FAMT	MUS 61	992337.00	INTER CLASS'L GUITAR	cat desc, sch desc, txt
FAMT	MUS 62	992338.00	ADV CLASSICAL GUITAR	cat desc, sch desc, txt
FAMT	MUS 64	560100.00	PIANO ENSEMBLE	txt, retaining rpt 2 times
				txt, pcs fr program applicable to <u>not</u>
FAMT	MUS 75	429476.00	STRING LITERATURE	program applicable
FAMT	MUS 80	992339.00	BEGINNING VOICE	txt
FAMT	MUS 81	992340.00	INTERMEDIATE VOICE	txt
FAMT	MUS 120	992696.00	INTRO TO MUS INDUSTRY	sr
FAMT	MUS 178	992341.00	BEG PIANO PEDAGOGY	cat desc, sch desc, moe, assign, txt
FAMT	MUS 179	992342.00	INT PIANO PEDAGOGY	cat desc, sch desc, tps, assign, txt
FAMT	MUS 182	432580.00	SOUL MUSIC ENSEMBLE	txt
FAMT	MUS 184	432581.00	ELEC. MUS ENSEMBLE	txt
FAMT	MUS 187	432582.00	POP MUSIC ENSEMBLE	txt
				reacty, crs id fr MUS 234 to MUS 134, CSU
				GE code fr Not Applicable to Transferable
				as an electivedoes not fit GE pattern, ti fr
				SATB VOICED COMMUNITY CHORALE to
				SATB CHAMBER SINGERS, cat desc, sch
				desc, moe, txt, pcs fr program applicable to
FAMT	MUS 234	992487.00	SATB COMMUNITY CHORALE	not program applicable
Alvii	1000 254	332407.00	SATE COMMONT CHOICE	crs id fr MUS 246 to MUS 146, CSU GE code
				fr Not Applicable to Transferable as an
				electivedoes not fit GE pattern, cat desc,
FAMT	MUS 246	992432.00	CONTEMP BIG BAND LIT	sch desc
FAIVII	10103 246	332432.00	CONTEINIF BIG BAIND LIT	
				crs id fr MUS 256 to MUS 156, CSU GE code
				fr Not Applicable to Transferable as an
				electivedoes not fit GE pattern, cat desc,
- A A A T		002527.00	ADV BIANO BEDAGOGY	sch desc, txt, pcs fr program applicable to
FAMT	MUS 256	992527.00	ADV. PIANO PEDAGOGY	not program applicable
				crs id fr MUS 260 to MUS 171, CSU GE code
				fr Not Applicable to Transferable as an
				electivedoes not fit GE pattern, cat desc,
FAMT	MUS 260	430835.00	BASIC GUITAR	sch desc, txt
FAMT	TA 11	818020.00	STAGE MOVEMENT	cat desc, sch desc
FAMT	TA 35	806170.10	VOICE AND DICTION	cat desc, sch desc

FAMT	TA 136	405091.00	ADV VOICE & DICTION	and the second of the second
	171 130	+02021.00	ADV. VOICE & DICTION	cat desc, sch desc
HS	CWE 180	429970.00	CO-OP-ED PHLEBOTOMIST	assign
HS	CWE 180	992517.00	CWE - MENTAL HEALTH	sr
HS	EMT 219	434037.00	PARAMEDIC PREP COURSE	sch desc, tps, SLOs
HS	HIT 100	992459.00	HEALTH INFO SCIENCE	cat desc, sch desc, tps, SLOs, assign, txt
HS	HIT 101	650738.00	ALT H/C DELIV SYS	assign, txt
HS	HIT 109	992446.00	ICD DIAGNOSTIC CODING	Irng obj, moe, assign, txt
HS	HIT 110	650736.00	ICD PROCEDURE CODING	Irng obj, SLOs, moe, assign, txt, val
HS	HIT 111	992458.00	HLTHCRE INFO TECH	txt , val
HS	HIT 112	650737.00	REPORT H/C DATA	SLOs, moe, txt
HS	HIT 115	650740.00	CPT AMBUL CARE CODNG	tps, Irng obj, SLOs, moe, txt
HS	HIT 116	992444.00	PERF IN HLTHCRE	SLOs, txt, val
HS	HIT 119	992456.00	MGMT H/C RESOURCES	SLOs, txt, val
HS	HIT 122	650739.00	REIMB METHOD	tps, SLOs, txt, val
HS	HIT 130	992443.00	DIRECTED PRACTICE	assign, txt
HS	HIT 222	374056.00	ADV COD APPL	cat desc, sch desc, tps, assign, val
HS	HS 100	422010.05	INTRO TO HUMAN SVCS	rec prep fr ENG 300 to none, SLOs, txt, val
HS	HS 110	422020.00	FIELD INST & SEM I	SLOs
HS	HS 112	422115.00	CONF RES AND MED	SLOs, txt
HS	HS 119	12160.10	INTRO. CRIM. JUSTICE	sr
HS	HS 120	422050.05	HUM.DEVSOC.ENVIRON.	txt
HS	HS 128	12240.10	COMM.BASED CORRECTION	SLOs
HS	HS 131	434006.00	MULTICULT. DIVERSITY	SLOs, txt
HS	HS 140	422090.00	APP.GRP.LDRSH/PROCES	SLOs, txt
HS	HS 150	422100.00	FIELD INST & SEM II	Irng obj
HS	HS 170	422110.00	ALCOHOL & DRGS IN SOC	SLO, txt
HS	HS 181	422400.00	INTRO EATING DISORDER	txt
HS	HS 185	422500.00	TREATMENT EAT DISORDR	cat desc, txt
HS	HS 187	429246.00	JUVENILE VIOLENCE	sr
				crs id fr HS 285 to HS 105, ti fr Ethical issues
				and Client Rights to Ethical Issues and
HS	HS 285	955485.00	ETHIC ISSUE CLNT RGHT	Clients' Rights, cat desc, SLOs, moe
HS	HSC 104	530030.00	MEDICAL TERMINOLOGY	sr
HS	HSC 106	992441.00	LGL/ETHICAL ASPECTS	cat desc, sch desc, assign
HS	HSC 107	405118.00	HUM BOD FUND	assign, txt, val
HS	HSC 108	992468.00	DISEASE PROC HLTH SCI	sr
HS	HSC 217	386300.00	CARDIAC DYSRHYTHMIAS	Irng obj, SLOs
				lim from Current American Heart
				Association Healthcare Provider course
				completion card to Current American Heart
				Association BLS course completion card
				(AHA BLS Healthcare Provider card) cat
				desc, sch desc, tps, lrng obj, SLO, moe,
HS	HSC 223	130005.00	CPR-HLTHCARE RENEWAL	assign, txt, val
HS	HSC 291	955490.00	MGMT AGGRESSIVE BEHAV	sr

				rec prep fr Administrrative or
				Comprehensive Medical Assistant Courses
				to None , crs id fr MA_200 to HSC 230 , ti fr
				Medical Office Certification Preparation
				and Review to Certified Professional
				Coder(CPC) Exam Preparation, cat desc, sch
HS	MA 200	4540003.00	MED OFFICE CRT PRP	desc, tps, Irng obj, SLOs, assign, txt, val
				SAM code fr D to C , cat desc, sch desc, SLOs,
HS	MA 206	992482.00	INTRO TO MED ASST	txt
HS	MA 211B	530015.00	PHYSICAL EXAM PROCED	cat desc, sch desc, Irng obj, SLOs, assign, txt
				cat desc, sch desc, tps, Irng obj, SLOs, moe,
HS	MA 212B	530025.00	MED LABORATORY PROC	assign, txt
				rec prep fr HSC 104 to HSC 104 and MA
HS	MA 213B	530035.00	ASEPSIS AND SURG PROC	211B , SLOs, txt
HS	MA 217B	429440.00	MA CLIN EXP-BACK OFFI	Irng obj, SLOs
				lim fr Completion of: all didactic courses in
				the comprehensive medical assistant
				program 2) Health screening physical
				examination and immunization 3) Basic
				Cardiac Life Support Certificate (BLS) 4)
				proof of Medical Liability Insurance to
				Completion of: 1) all didactic courses in the
				comprehensive medical assistant program,
				2) Health screening physical examination
				and immunization, 3) Basic Cardiac Life
				Support Certificate (BLS), 4) proof of
				Medical Liability Insurance, and 5)
				Background clearance and drug screening,
HS	MA 217C	485300.00	MA CLIN EXP-COMPREHEN	moe, val
HS	MA 218B	485305.00	ELECTROCARDIOGRAPHY	cat desc, sch desc, tps, SLOs, txt
HS	MA 224A	992483.00	BASICS OF INSURANCE	cat desc, sch desc, assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
HS	MA 280	692161.00	HLTHCRE ORG PRACTICES	assign, txt
HS	MA 282	692168.00	FUND MED PRAC CODING	Irng obj, SLOs, moe
HS	N 160	386223.00	PHARMACOLOGY FOR NURS	Irng obj, SLOs, assign, txt, val
HS	N 170	639010.00	NURSING PROCESS LAB	moe, assign, txt, val
HS	N 172	639100.00	MED-SURG NURSING	SLOs, moe, assign, val
HS	N 172	639110.00	MED-SURG NURSING LAB	SLOs, assign, val
HS	N 173	431709.00	NRSG CARE CHLD & FMLS	sch desc, SLOs, val
HS	N 173	431713.00	NSG CARE CHLD FML LAB	cat desc, SLOs, val
				hrs fr 0 hrs lec/.25 hr lab/0 hr lrng cntr -to <u>0</u>
				hrs lec/1 hr lab/0 hr lrng cntr, cat desc, sch
HS	N 263	130006.00	SKILLS LABBASIC	desc, tps, SLOs, moe, assign, txt

				prereq from none to <u>N 172</u> , crs id fr N 264
				to <u>N 264NC</u> , cat desc, sch desc, lrng obj,
HS	N 264	130007.00	SKILLS LABSPECIALTY	SLOs, moe, assign, txt, val
				crs id fr N 265 to N 265NC fr O hr lec/.25 hr
				lab/0 hr lrng cntr to 0 hr lec/.50 hr lab/0 hr
HS	N 265	130008.00	SKILLS LABADVANCED	Irng centr, tps, SLOs, moe, assign, txt
				crs id fr N 267 to <u>N 267NC</u> , hrs fr O hr
				lec/.25 hr lab/0 hr lrng cntr to 0 hr lec/1 hr
				lab/0 hr Irng centr, oe/oe, SLOs, moe,
HS	N 267	130009.00	SKILLS LABINTER	assign, txt
				crs id fr N 268 to N 268NC, rec prep fr none
				to Currently enrolled or on a remediation
				plan for re-entry into the nursing program.,
HS	N 268	130010.00	SKILLS LAB REVIEW	cat desc, SLOs, assign, txt, val
KNES	CWE 180	405062.00	CWE: PRE-THERAPY	txt
KNES	CWE 180	405063.00	CWE: PRE-THERAPY	txt
KNES	DANC 15	992715.00	REPERTORY I	cat desc, sch desc, SLOs, txt
KNES	DANC 15	992715.05	REPERTORY I	SLOs, txt
KNES	DANC 16	430327.00	REPERTORY II	cat desc, sch desc, SLOs, txt
KNES	DANC 18	430342.00	DANCE ENSEMBLE PERF.	SLOs, txt
KNES	DANC 19	680055.00	CHOREOGRAPHY II	cat desc, sch desc, txt
KNES	DANC 28	430329.00	YOGA FOR DANCERS	cat desc, sch desc, txt
KNES	DANC 52	992347.00	BALLET DANCE LEVEL I	txt
KNES	DANC 52	992347.05	BALLET DANCE LEVEL I	txt
KNES	DANC 53	992348.00	INTERMEDIATE BALLET	txt
KNES	DANC 53	992348.05	INTERMEDIATE BALLET	txt
KNES	DANC 57	992352.00	INTRO TO JAZZ DANCING	txt
KNES	DANC 57	992352.05	INTRO TO JAZZ DANCING	txt
KNES	DANC 58	992353.00	JAZZ DANCING LEVEL I	moe, assign, txt
KNES	DANC 58	992353.05	JAZZ DANCING LEVEL I	moe, assign, txt
KNES	DANC 59	992354.00	INT JAZZ DANCING	txt
KNES	DANC 59	992354.05	INT JAZZ DANCING	txt
KNES	DANC 60	992355.00	INTRO. TO TAP DANCING	txt
KNES	DANC 61	992356.00	TAP DANCING LEVEL I	txt
KNES	DANC 62	992357.00	INTER. TAP DANCING	txt
KNES	DANC 63	675060.10	EXERCISE FOR DANCERS	cat desc, sch desc, txt
KNES	DANC 64	429264.00	HISTORY OF DANCE	txt
KNES	DANC 83	433801.00	AFRICAN DANCE II	cat desc, sch desc
				crs id fr KNEA 300 to KNEA 300NC, cat desc,
KNES	KNEA 300	692120.00	ADAPTED STR. TRAINING	sch desc
				crs id fr KNEA 310 to KNEA 310NC, cat desc,
KNES	KNEA 310	692130.00	ADAPTED WATER EX & SWIM	sch desc
KNES	KNES 2	674075.00	STRENGTH TRAINING	txt
KNES	KNES 15	675385.00	INT. CYCLING/SPINNING	cat desc, sch desc, txt
_	_		<u> </u>	<u>, , , , , , , , , , , , , , , , , , , </u>

KNES	KNES 20	674430.05	BEGINNING GOLF I	dv (1.5 units)
KNES	KNES 21	674430.15	BEGINNING GOLF II	dv (1.5 units)
KNES	KNES 23	674430.35	ADVANCED GOLF	dv (1.5 units)
				TOP code fr 0835.00 to 0835.20 , SAM code
KNES	KNES 53	680030.00	INTRO. ATHLETIC TRN.	fr E to D , txt
				TOP code fr 9835.00 to 0835.60 , SAM code
KNES	KNES 54	680040.00	PRIN/FUND OF COACHING	fr E to D , txt
				TOP code fr 9835.00 to 0835.20 , SAM code
				fr E to C , cat desc, sch desc, txt, pcs fr not
KNES	KNES 60	675381.00	FUNDAMENTALS OF YOGA	program applicable to program applicable
				TOP code fr 0835.00 to 0835.20 , SAM code
				fr E to C , cat desc, sch desc, txt, pcs fr not
KNES	KNES 61	675382.00	TEACHING OF YOGA	program applicable to program applicable
KNES	KNES 72	675150.05	BEGINNING SOCCER	cat desc, sch desc
KNES	KNES 72	675150.10	BEGINNING SOCCER	cat desc, sch desc
KNES	KNES 73	675150.15	ADVANCED SOCCER	cat desc, sch desc
KNES	KNES 73	675150.20	ADVANCED SOCCER	cat desc, sch desc
KNES	KNES 82	433969.00	RECREATIONAL BASEBALL	dc
KNES	KNES 85	992760.00	ADV. BEACH VOLLEYBALL	cat desc, sch desc, txt
KNES	KNES 86	675384.00	BACKPACKING	cat desc, sch desc, txt
KNES	KNES 98	405083.00	INTRODUC. TO QIGONG	cat desc, sch desc, txt
				rec prep fr Eligibility for ENG 1A to
LA	ENG 52	314600.00	THE FILM AS LITERATURE	Eligibility for ENG 1A or ENG 1AH, txt, val
				rec prep fr Eligibility for ENG 1A; ENG 3 to
				Eligibility for ENG 1A or ENG 1AH; ENG 3,
LA	ENG 104	290125.00	WRITING SHORT STORIES	SLOs, txt, val
				rec prep fr ENG 1A, 1AH, or 3 to ENG 1A,
LA	ENG 160	431929.00	LITERARY MAGAZINE	ENG 1AH, or ENG 3, SLOs, moe, txt, val
				prereq fr Placement by the current
				assessment process or successful
				completion of ESL 321 or 325 with a grade
				of "C" or better to none, rec prep fr none to
				ESL 321 or ESL 325, cat desc, sch desc, tps,
LA	ESL 335	428977.00	INTERMEDIATE WRITE I	SLOs, assign, txt, val
				prereq fr Placement by the current
				assessment process or successful-
				completion of ESL 321 or 325 with a grade
				of "C" or better to none, rec prep fr none to
				ESL 321 or ESL 325, crs id fr ESL 335 to ESL
				335NC, gr opt fr NC (Noncredit) to SP
				Noncredit Graded Pass/SP/No Pass, cat
LA	ESL 335	429681.00	INTERMEDIATE WRITE I	desc, sch desc, tps, SLOs, assign, txt, val

				prereg fr Placement by the current
				assessment process or successful
				completion of ESL 330 or 335 with a grade
LA	ESL 336	429305.00	INTERMEDIATE WRITE II	of "C" or better to none, SLOs, txt, val
	232 333	.23303.00		prereg fr Placement by the current
				assessment process or successful
				completion of ESL 330 or 335 with a grade
				of "C" or better to none, crs id fr-ESL 336-
				to ESL 336NC, gr opt fr-NC (Noncredit) to SP
				Noncredit Graded Pass/SP/No Pass, SLOs,
LA	ESL 336	429682.00	INTERMEDIATE WRITE II	txt, val
	232 330	123002.00	THE THE PARTY OF T	
				prereg fr Placement by the current
				assessment process or successful
				completion of ESL 331 or 336 with a grade
LA	ESL 345	302250.05	ADV WRITING I	of "C" or better to none, SLOs, txt, val
				prereg fr Placement by the current
				assessment process or successful
				completion of ESL 331 or 336 with a grade
				of "C" or better to none, crs id fr ESL 345
				to ESL 345NC, gr opt fr-NC (Noncredit) to SP
				Noncredit Graded Pass/SP/No Pass, SLOs,
LA	ESL 345	429687.00	ADV WRITING I	txt, val
LA	ESL 355	429819.00	COLL ESL READING-LIT	tps, Irng obj, SLOs, moe, assign, txt, val
				gr opt fr NC (noncredit) to SP (Noncredit
				Graded Pass/SP/No Pass), tps, Irng obj,
LA	ESL 355NC	429820.00	COLL ESL READING: LIT	SLOs, moe, assign, txt, val
LA	FR 10	344120.00	INTERM CONVER FRENCH	txt
			INTRODUCTION TO KOREAN	
LA	KOR 21	429299.00	CULTURE	txt
				rec prep fr Eligibility for ENG 1A to
			HISTORY OF MODERN	Eligibility for ENG 1A or ENG 1AH, cat desc,
LA	PHIL 5	410032.00	PHILOSOPHY	sch desc, Irng obj, SLOs, txt, val
				rec prep fr ENG 1A to ENG 1A or ENG 1AH,
LA	PHIL 12	662160.00	INTRO TO LOGIC	txt, val
				rec prep fr Eligibility for ENG 1A to
LA	PHIL 15	662210.00	INTRO TO ETHICS	Eligibility for ENG 1A or ENG 1AH, txt, val
LA	SPAN 21B	431974.00	LATIN AMER 1900-PRES	txt

				prereg fr BIO 20 or one year of high school
				biology with a grade of "C" or better to BIO
				20 or one year of high school biology with
				a grade of "C" or better AND CHEM 108 or
				one year of high school chemistry with a
				grade of "C" or better, rec prep fr BIO 11
				and CHEM 108 to BIO 11, cat desc, tps, Irng
MS	BIO 15	144140.00	GENERAL MICROBIOLOGY	obj, SLOs, moe, assign, txt, val
1413	BIO 13	144140.00	GENERAL WICHOBIOLOGI	rec prep fr- BIO 20 to none , cat desc, sch
				desc, tps, Irng obj, SLOs, moe, assign, txt,
MS	BIO 28	650733.00	PLANTS AND HUMAN AFFAIRS	
MS	MATH 2	518010.05	PRE-CALCULUS MATH	cat desc, sch desc, tps, Irng obj, moe, txt
MS	MATH 207S	130014.00	SUPPORT FOR MATH 7	cat desc, sch desc
MS	MATH 208S	130013.00	SUPPORT FOR MATH 8	cat desc, sch desc
				ti fr Support for Statistics to Support for
MS	MATH 210S	130011.00	SUPPORT FOR STAT	Math 10, cat desc, sch desc
				ti fr Support for Trigonometry to Support
MS	MATH 224S	130015.00	SUPPORT FOR TRIG	for Math 224, cat desc, sch desc
				prereq fr Placement by the current
				assessment process or successful
				completion of MATH 353 with a "C" or
				better to Placement by the current
				assessment process or successful
				completion of MATH 253 with a "C" or
MS	PHYS 610	431664.00	PHYS/CHEM FOR ELEM ED	better.
SESP	SPS 340	800094.15	PHONETICS-READ/SPELL	dc
				rec prep fr ENG 340 to Eligibility for ENG 1A
			CHILD GROWTH AND	or 1AH, SAM code fr D to C, cat desc, sch
SS	CDE 7	992366.00	DEVELOPMENT	desc, tps, Irng obj, assign, val
				rec prep fr ENG 340 to Eligibility for ENG 1A
			HONORS CHILD GROWTH AND	or 1AH, SAM code fr D to C, cat desc, sch
SS	CDE 7H	374051.00	DEVELOPMENT	desc, tps, Irng obj, SLOs, moe, assign, val
				rec prep fr CDE 7 Child Growth and
				Development OR CDE 7H Honors Child
				Growth and Development or CDE 124
				Preschool and Early Primary Child
				Development to Eligibility for ENG 1A or
			CHILD, FAMILY, AND	1AH , SAM code fr Đ to C , cat desc, sch
SS	CDE 15	992365.00	COMMUNITY	desc, val
			SECONDARY SCHOOL	rec prep fr None to Eligibility for ENG 1A or
SS	CDE 41	450194.00	TEACHING	1AH , cat desc, sch desc, SLOs, assign, txt, val

				rec prep fr ENG 340, and CDE 7 or CDE 7H
			INTRO TO ELEMENTARY	to CDE 7 or CDE 7H, and Eligibility for ENG
SS	CDE 90	432604.00	EDUCATION	1A or 1AH , cat desc, sch desc, txt, val
				rec prep fr CDE 7 or CDE 7H, ENG 200, and
				ENG 340 to CDE 7 or CDE 7H, eligibility for
				ENG 1A or 1AH, SAM Code fr D to C, cat
SS	CDE 101	433414.00	PRIN PRAC YOUNG CHILD	desc, sch desc, tps, lrng obj, moe, txt, val
				prereq fr CDE 7 or CDE 7H, CDE 15, and CDE
				101 to CDE 7 or CDE 7H, and CDE 101, rec
				prep fr ENG 340 to Eligibility for ENG 1A or
				ENG 1AH, SAM code fr C to B, cat desc, sch
SS	CDE 110	416080.00	INTRO TO CURRICULUM	desc, val
				rec prep fr CDE 101, CDE 7 or CDE 7H, and
				ENG 340 to CDE 101, CDE 7 or CDE 7H, and
			HEALTH, SAFETY, AND	eligibility for ENG 1A or 1AH, SAM code fr
SS	CDE 112	432508.00	NUTRITION	Đ to C , cat desc, sch desc, txt, val
				rec prep fr CDE 101, CDE 7 or CDE 7H, CDE
				110, and ENG 340 to CDE 101, CDE 7 or CDE
				7H, CDE 110, and eligibility for ENG 1A or
SS	CDE 113	416140.00	MATH SCIENCE IN ECE	1AH , cat desc, sch desc, val
				rec prep fr CDE 101, CDE 7 or CDE 7H, CDE
				110 and ENG 340 to CDE 101, CDE 7 or CDE
				7H, CDE 110 and eligibility for ENG 1A or
SS	CDE 114	406105.00	CREATIVE ART ECE	1AH, cat desc, sch desc, val
				rec prep fr CDE 101, CDE 7 or CDE 7H, CDE
				110, and ENG 340 to CDE 101, CDE 7 or CDE
				7H, CDE 110, and eligibility for ENG 1A or
SS	CDE 115	416130.00	LITERACY IN ECE	<u>1AH</u> , cat desc, sch desc, assign, txt, val
				rec prep fr CDE 101, CDE 7 or CDE 7H, CDE
				110, and ENG 240 to CDE 101, CDE 7 or CDE
				7H, CDE 15, and eligibility for ENG 1A or
				1AH , SAM code fr D to C , cat desc, sch desc,
SS	CDE 117	416070.00	TEACH DIVERSE SOCIETY	txt, val
				rec prep fr-CDE 101. CDE 110, ENG 200, and
				ENG 340 to CDE 101, CDE 110, and
				eligibility for ENG 1A or 1AH, cat desc, sch
SS	CDE 120	416040.00	OBSV/ASSESSMENT	desc, assign
				rec prep fr None to Eligibility for ENG 1A or
				1AH , SAM Code fr D to C , cat desc, sch desc,
SS	CDE 124	542155.00	PRESCHOOL CHLD DEV	tps, txt, val

				rec prep fr none to Eligibility for ENG 1A or
SS	CDE 126	542164.00	SCH AGE/ADOL DEV	1AH, cat desc, sch desc, txt, val
				SAM code fr D to C , cat desc, sch desc, tps,
SS	CDE 200	450192.00	GARD WITH YOUNG CHILD	Irng obj, moe, assign, txt
				rec prep fr CDE 7 Child Growth and
				Development or CDE 7H Honors Child
				Growth and Development or CDE 124
				Preschool and Early Primary Child
				Development to CDE 7 or CDE 7H and
				eligibility for ENG 1A or 1AH, crs id fr CDE
				261 -to CDE 119 , SAM code from D to C , cat
SS	CDE 261	542156.00	CHALLENGING BEHAVIORS	desc, sch desc, tps, val
				rec prep fr none to Students must be able
				to walk 1.0 to 6.0 miles each day on daily
				<u>hikes over varied terrain</u> , cat desc, sch
SS	GEOG 102	430497.00	GEOGRAPHY FIELD STUDY	desc, assign, txt, val
				rec prep fr none to Students must be able
				to walk 1.0 to 6.0 miles each day on daily
				hikes over varied terrain, cat desc, sch
SS	GEOG 109	650741.00	COASTAL FIELD STUDIES	desc, SLOs assign, txt, val
SS	SOC 125	992291.00	SOCIOLOGY OF AGING	SAM code fr E to C , SLOs, moe, assign, txt
SS	SOC 126	992292.00	DEATH AND DYING	SAM code fr- E to D
SS	SOC 180	992290.00	INTRO TO GERONTOLOGY	SAM code fr E to D , SLOs, moe, assign, txt

New <u>Adult Education</u> <u>English as a Second Language –</u>

Intermediate Level Certificate of Competency

The Adult Education English as a Second Language (AESL) Certificate of Competency Intermediate Level is designed for students to demonstrate intermediate English skills. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate in everyday situations. Emphasis will be on creative oral language, initial critical thinking skills in reading comprehension and performing communicative written tasks as well as beginning academic writing. To enroll in these courses, students demonstrate the competencies from the AESL- Beginning certificate, or have taken beginning-level courses; however, there are no enrollment limitations or prerequisites for these courses. Students who complete AESL 703 Beginning High and AESL 704 Intermediate Low with a passing noncredit grade of P in each course are eligible for the AESL Certificate of Competency- Intermediate. Students who earn the AESL Certificate of Competency - Intermediate are eligible to take AESL Citizenship (AESL 708), and may be prepared to enter the Saddleback College ESL Program or CTE jobpreparation program.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Write related sentences to form a simple paragraph on a personal topic
- Complete forms: job application, medical history form, registration form for higher educational facility
- Begin using critical thinking skills in reading comprehension activities
- Skim for general meaning and scan for specific information in simple life skill materials related to immediate needs
- Identify or make inferences through inductive and deductive reasoning to hypothesize, predict, conclude, and synthesize (after listening to a portion of a reading passage, student will make predictions on conclusion of passage)
- Participate in simple face-to-face conversations about survival needs, daily and leisure activities, and personal interests; articulate words and sentences so that native English speakers can understand
- Engage courteously in social and interpersonal relations: apologize, make excuses, express worry and disappointment, give and get permission, make offers and suggestions, give advice
- Ask and answer questions in simple present, past, and future tenses on familiar topics
- Communicate with a doctor or other medical staff regarding condition, diagnosis, treatment, concerns, etc.

- Identify procedures involved in interviewing for a job, such as arranging for an interview, acting and dressing appropriately, and selecting appropriate questions and response
- Recognize acceptable cultural norms in the United States and compare those of a different country

Course ID	Title	Hours
AESL 703NC	Beginning High-Adult Education	
	English as a Second Language	149.40
AESL 704NC	Intermed. Low-Adult Education	
	English as a Second Language	149.40
	Total Hours for the Certificate:	298.80

New Adult Education

High School Equivalency for Language Arts Success Certificate of Competency

This is a non-credit, open enrollment Adult Basic Education Language Arts program within the Adult Education Department. Students will practice fundamentals in three major content areas: Reading, Language Arts, and Writing. Students will achieve the ability to read closely, write clearly, and edit and understand the use of standard written English in context.

The program is designed for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Basic test taking computer skills for success on high school equivalency exam will be embedded into the course outline.

This program meets the needs of the 145,000 basic-skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved high school equivalency exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic post-secondary education.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Effectively read and report on fiction and nonfiction texts related to social studies, science and literature
- Demonstrate in writing, ability to analyze two opposing reading passages to decide which argument has more convincing evidence and explain why the evidence supports your choice
- Analyze the impact of specific word choices on meaning and tone and understand explicit details in text
- Make and support inferences and draw conclusions or deduce meanings not explicitly present in text
- Determine the main idea, topic, or theme of a text; summarize key details and ideas
- Draw conclusions and make generalizations
- Organize ideas by evaluating the relevance of content
- Understand writing conventions such as correct forms of verbs, modifiers and pronouns and maintain grammatical agreement
- Recognize correct capitalization and punctuation

Course ID		Title	Hours
AEBE 702N	C	Adult Education Basic Education	
		Language Arts I	49.8
AEBE 703N	C*	Adult Education Basic Education	
		Language Arts II	49.8
		Total Hours for the Certificate:	99.6
		a prerequisite, corequisite,	
recommende	d p	reparation; see course description	<u>on.</u>

New Adult Education

<u>High School Equivalency for Mathematics</u> <u>Success Certificate of Competency</u>

This is a non-credit, open enrollment Adult Basic **Education Mathematics program within the Adult** Education Department. Program emphasizes development of strategies to effectively solve mathematical problems for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Students will practice quantitative problem solving and algebraic problem solving in order to achieve a deeper conceptual understanding, procedural skill and fluency, and the ability to apply these fundamentals in real work situations. Basic test-taking computer skills for success on high school equivalency exam will be embedded into the course outline.

This program meets the needs of the 145,000 basic-skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved HSE math exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic post-secondary education.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Understand mathematical concepts and procedures
- Analyze and Interpret Information
- Synthesize data and solve problems
- <u>Demonstrate proficiency in numbers and operations on numbers</u>
- <u>Demonstrate understanding of measurement and geometry</u>
- Analyze data and demonstrate proficiency in probability and statistics
- Demonstrate understanding of algebraic concepts

Exhibit C Page 6 of 16

SADDLEBACK COLLEGE NEW PROGRAMS ACADEMIC YEAR 2020-2021

Course ID)	Title	<u> </u>	Hours	
AEBE 704NC Adult Education Basic Education Math I			ath I 49.8		
AEBE 705NC* Adult Education Basic Education					
		Math Arts II		49.8	
		Total Hours for the	Certificate:	99.6	
*Course h	nas	a prerequisite,	corequisite,	limitation,	or
recommended preparation: see course description.					

New

CISCO Network Specialist Certificate of Completion

The CISCO Network Specialist certificate is composed of the two tuition-free classes that prepare students for the first stage of Cisco's industrial certificates. Cisco is the worldwide leader in Information Technology (IT), networking, and cybersecurity solutions. Cisco controls over 60% of the network routing computers and its nearest competitors all have single-digit market penetration. The first course in the certificate prepares students as Cisco Certified Entry Networking Technicians (CCENT). CCENT covers basic networking knowledge. The second course in the certificate, Cisco Certified Network Associate, covers information on installing, configuring, operating and troubleshooting small and medium-sized Cisco networks. Upon completion of these two Cisco courses and subsequent certifications, the student has many opportunities in high employment potential computer networking support fields.

<u>Program Student Learning Outcomes</u> Students who complete this program will be able to:

- Identify basic IT terminology.
- Describe and identify the basic components of a client-server network.
- Install and configure Cisco routers.

Course ID	Title	Hours
CIS 480NC	CCENT CISCO Certified Entry Level	
	<u>Technician</u>	83.00
CIS 481NC	CCNA CISCO Certified Network	
	Associate	83.00
	Total Hours for the Certificate:	166.00

New

Community-Based Corrections Occupational Skills Award

The Occupational Skills Award (OSA) for Community-Based Corrections Studies is a 12-unit program that will allow students the opportunity to achieve completion of the OSA within one year. It provides students with theory and historical and contemporary aspects of social control and state and federal mandates of early release programs. Students will learn criminogenic risk factors and pro-social assessments and factors related to reducing recidivism rates. Students will be introduced to the Collaborative Court Systems' alternative sentencing programs. Exposure to and evaluation of community-based and residential programs to assist adults, adolescents, and families transitioning back into society will be explored. The OSA can supplement any area of study. Students completing the OSA may find employment in probation, parole, youth facilitates including juvenile counseling settings, juvenile correctional detention centers, the California Youth Authority, half-way houses and more.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify criminogenic risk and protective factors that exacerbate or mitigate criminal behaviors
- Describe theoretical concepts of criminology
- Identify and differentiate the various collaborative course systems in the U.S.
- Identify the historical aspects of the U.S. Criminal Justice System

Required Courses:

Course ID	Title	Units
HS 37	Introduction to Criminology	3
HS 119	Introduction of Criminal Justice	
	System	3
HS 128	Community-Based Corrections	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
	Total Units for the Award:	12

New <u>Cyber Defense</u> Associate of Science

The Saddleback Cyber Defense program starts students on a pathway to becoming a United States Department of Defense (DoD) Cyber Security Service Provider (CSSP) in the form of a Computer Science Associate of Science degree that is built for transfer along with the preparation needed to take the Certified Ethical Hacker exam which meets the minimum certificate requirements for the CSSP Analyst, Infrastructure Support, Incident Responder, and Auditor levels.

The United States Department of Defense (DoD) Cyber Security Service Provider (CSSP) workforce consist of 5 different levels of employment (e.g. Analyst, Infrastructure Support, Incident Responder, Auditor, and Manager), with each requiring one or more industry certificates along with a 4-year degree. The CSSP is a highly sought-after certification issued by the United States Department of Defense (DoD) that indicates a candidate's fitness for the DoD CSSP workforce.

<u>Program Student Learning Outcomes</u> <u>Student who complete this program will be able to:</u>

- Core Computer Science skillsets needed to develop algorithmic solutions to non-trivial problems.
 - Systems Thinking: Analyze, design, implement, and evaluate a computer-based system, process, component, or program to meet desired needs.
 - Problem Solving: Identify problems and formulate solutions for systems and organizations while reconciling conflicting objectives and finding compromises.
 - Pragmatic Approach: Apply computing theory and programming principles to practical software design and development.
- Core Mathematic skillsets needed to see mathematical structures in the objects you work with and understand their properties. This ability is important for software engineers, data scientists, security and financial analysts.
 - Apply basic algorithmic techniques such as greedy algorithms, binary search, sortingand dynamic programming to solve programming challenges.
 - Apply various data structures such as stack, queue, hash table, priority queue, binary search tree, graph and string to solve programming challenges.
 - Apply graph and string algorithms to solve real-world challenges: finding shortest paths on huge maps and assembling genomes from millions of pieces.
 - Solve complex programming challenges using advanced techniques: maximum flow, linear programming, approximate algorithms, SAT-solvers, streaming

The following SLO is aligned with the NSA/DoD Knowledge Units (KU).

- Cybersecurity Foundations (CSF) The intent of the Cybersecurity
 Foundations Knowledge Unit is to provide students with a basic
 understanding of the fundamental concepts behind cybersecurity. To
 complete this KU, students should be able to:
 - Describe the fundamental concepts of the cybersecurity discipline and use to provide system security.
 - Describe potential system attacks and the actors that might perform them.
 - Describe cyber defense tools, methods and components and apply cyber defense methods to prepare a system to repel attacks.
 - Describe appropriate measures to be taken should a system compromise occur.
 - Properly use the vocabulary associated with cybersecurity.

Required Core

Course ID		Units
CS 1A	Introduction to Computer Science I	3.5
CS 1B*	Introduction to Computer Science II	3.5
MATH 2*	Pre-Calculus Mathematics	5
CS 30A*	Computer Discrete Mathematics I	3
Or	•	
MATH 30A*	Computer Discrete Mathematics I	3
CS 30B*	Computer Discrete Mathematics II	3
<u>Or</u>	•	
MATH 30B*	Computer Discrete Mathematics II	3
CS 3A*	Computer Organization and Machine Language	3.5
CS 3B*	Computer Organization and Assembly Language	3.5
CIMS 150*	Introduction to Cybersecurity: Ethical Hacking	3
·	Total Units for the Major:	28
	•	

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.

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

New

Cyber Operations Certificate of Achievement

The Saddleback Cyber Operations certificate is designed to provide hands-on learning and experience to develop tomorrow's cyber defenders. Students will learn how to protect networks and data through intelligence gathering, threat detection, incident response, digital forensics, and security monitoring. Students need to have completed the Saddleback College's Cyber Defense A.S. degree or equivalent course work prior to enrolling in order to meet the prerequisite Computer Science - Cyber Defense requirements. This certificate augments the CS Cyber Defense A.S. degree by providing students with hands-on learning and experience in a Cyber Defense Operations Center (CDOC) and preparation for three (3) additional DoD Approved 8570 Baseline Certifications (CCNA Cyber Ops, CompTIA CySA+, and CompTIASec+) which exceeds the minimum certificate requirements for the CSSP Analyst, Infrastructure Support, Incident Responder, and Auditor levels.

The United States Department of Defense (DoD) Cyber Security Service Provider (CSSP) workforce consist of 5 different levels of employment (e.g. Analyst, Infrastructure Support, Incident Responder, Auditor, and Manager), with each requiring one or more industry certificates along with a 4-year degree. The CSSP is a highly sought-after certification issued by the United States Department of Defense (DoD) that indicates a candidate's fitness for the DoD CSSP workforce.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the latest trends and techniques in risk management, risk mitigation, threat management and intrusion detection.
- Demonstrate the principles and concepts of Security Operations and core Cyber Operations skills needed to begin working in a Cyber Security Operations Center (CSOC).
- Perform data analysis and interpret the results to identify vulnerabilities, threats and risks to an organization.
- Configure and use threat-detection tools.
- <u>Secure and protect applications and systems</u> within an organization.
- Apply the fundamentals of Crytography, Crytoanalysis, and Cryptology in a Cyber Operations environment.

Course ID	Title Un	its
Required Cou	ırses	
CS 1D*	Data Structures	3.5
CIMS 130	Intro to Information Systems Security:	
	CompTIA Security+	3
CIMS 165*	Cybersecurity Operations- CISCO CCNA	
	Cyber OPS .	3
CIMS 155*	Cybersecurity Analysis - CompTIA CYSA+	- 3
CS 260*	Cryptography in Cyber Operations	3.5
	Total Units for the Certificate:	16

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

New <u>Cybersecurity/Information Security Analyst</u> <u>Certificate of Achievement</u>

The Cybersecurity/Information Security Analyst Certificate of Achievement provides students the opportunity to master the necessary computer information security concepts to implement safe, secure, digital systems and also the ability to detect and repair various cyber-attacks. The certificate is designed to prepare students for entry-level professions in the fast-growing field of computer security as cybersecurity analysts, information security analysts, and general entry-level Information Technology (IT) professionals. The corequirements include preparation for four DOD and industrial coveted Comp TIA IT security certificates: A+, Network+, Security+ and CySA+. This certificate includes elective courses in perfecting skills in operating system command line skills, HTML/JavaScript reading proficiency, and Python the language of choice for cybersecurity scripting.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe and outline the hardware and software components of a secure digital network.
- Identify various types of network and information attacks.
- Evaluate the computer network and information security needs of an organization.

Required Core

Course ID	Title	Units
CIMN 110	Networking Essentials and Technologies	
	For IT Cybersecurity	3
CIMN 120	Introduction to Networking: CompTIA Network	+ 3
CIMS 130	Intro to Information Systems Security:	
	CompTIA Security+	3
CIMS 155*	Cybersecurity Analysis – CompTIA CYSA+	3
	Restricted Electives	9-10
	Total Units for the Certificate:	21-22

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

CIM 1	Computer Information Systems	4
<u>Or</u>		
CIM 10	Introduction to Information Systems	3
CIMN 100	Computer Operating Systems –	
	Windows	3
CIMN 130	Computer Operating Systems –	
	UNIX and LINUX	3
CIMN 140*	Fundamental Unix/Linux System	
	Administration	3
CIMN 160	CISCO CCNA: Routing and Switching Essentials	3
CIMP 8A	Programming with Python	3
CIMS 140	Introduction to Computer Forensics	3
CIMS 150	Introduction to Cybersecurity: Ethical Hacking	3
CIMS 165*	Cybersecurity Operations- CISCO CCNA	
	CYBER OPS	3
CIMW 100A*	Web Site Development – HTML- Beginning	1.5
CIMW 100B*	Web Site Development – HTMLAdvanced	1.5
CIMW 160	Web Development – JavaScript, Frameworks,	
	Jguery, and AJAX	3
	• •	

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

New

Family Childcare Certificate of Completion

The Family Childcare Certificate of Completion program prepares students to open and operate a Family Childcare Home (FCCH). Students will explore regulations for licensing, fiscal management strategies, and administrative tools for operating a FCCH. Introductory developmental and learning theory as well as appropriate curriculum strategies for the care and education of young children will be studied and applied. It is designed for both (1) students who are currently working in the field and (2) students who have an interest in working in the field.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Create a financial management plan to operate a FCCH
- Create and use administrative tools to support opening and operating a FCCH
- Develop business policies for opening and operating a FCCH
- Identify age appropriate learning opportunities for children based on the CA Infant/Toddler and Preschool Learning Foundations and Frameworks.
- Describe how indoor and outdoor environments support learning.

Course ID	<u>Title</u> Hour	<u>s</u>
CDE 401NC	Family Childcare Business Practices	24
CDE 402NC	Family Childcare Curriculum and Environment	24
	Total Hours for the Certificate:	48

New <u>Urban Farming</u> <u>Certificate of Achievement</u>

Sustainability is a key component of our Urban Farming Certificate of Achievement program. Thriving, localized food economies benefit the health of the people, the planet, and the communities surrounding them. Sustainable urban farming is among several fields of study that are uniquely poised to capture opportunities presented by an increasing awareness of the need to preserve and protect limited resources. The goals of the Urban Farming Certificate of Achievement program are to provide enhanced opportunities for those striving to acquire knowledge of sustainable farming practices in an urban environment, based on the principles of sustainability. We seek also to support quality technical instruction, career and skill enhancement as well as lifelong learning for members of the community.

Our program prepares students for careers such as director of community sourced agriculture (CSA), public market manager, urban farmer, grower, farm educational adviser, garden designer, horticultural consultant, supervisor of landscaping, and food systems production and distribution. Careers also include opportunities in the production and care of fruits, nuts, and vegetables commonly used in landscape design, urban farming, wellness gardens, and plant nurseries.

Through our program students will be able to achieve occupational competencies such as strong leadership, communication skills, planning and managerial expertise, and knowledge-based consultation.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Grow, harvest, and distribute organic vegetables and fruits, based on principles of sustainable propagation.
- Demonstrate a range of technical farming skills (e.g., composting, trellising, cover cropping, post-harvest handling).
- Identify strategies for being sustainable with organic edibles and physical and mental well-being.

Required Core

Course ID	Title	<u>Units</u>
HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	3
HORT 145B	Landscape Design-Edible Garden	2

Total Units for the Certificate 13

New <u>Wellness Gardening</u> <u>Certificate of Achievement</u>

Sustainability is a key component of our Wellness Gardening Certificate of Achievement program, which is based on horticultural science and technology. It prepares students for careers such as directors of wellness gardens, sustainable horticulture consultants, garden designers, and herbs, fruit, nut, vegetable, and ornamental plant propagation and maintenance commonly used in wellness gardens. Research supports the implementation of wellness gardens as a strategy to improve and promote human well-being for persons of all ages.

Opportunities to connect with nature in a thriving wellness garden benefit the mental and physical health of the people, the ecology, and the communities surrounding them.

Through our program students will be able to achieve occupational competencies such as strong leadership, communication skills, planning and managerial expertise, and knowledge-based consultation.

<u>Program Student Learning Outcomes</u> <u>Students who complete this program will be able to:</u>

- Provide consultation on the health benefits of wellness gardens.
- <u>Design aesthetic landscape places that contribute</u> to sound body, mind, and spirit of its human participants.
- Demonstrate an ability to craft policies promoting healthy garden and landscapes that are integral to an entities wellness program.

Required Core

Course ID	Title	Units
HORT 138	The Sustainable Landscape	<u>3</u>
HORT 139	Contemporary Landscape Design	
	Trends	<u>3</u>
HORT 145C	Landscape Design-Wellness Garder	<u>1 2</u>
HORT 238	Introduction to Wellness Gardening	g 3
HORT 239	Feng Shui and Well Being	2

Total Units for the Certificate 13

Current Administrative Medical Assistant Certificate of Achievement

The Administrative Medical Assistant Certificate of **Achievement** prepares students for employment as administrative (front office) medical assistants in a physician's office, clinic or outpatient center. Students learn skills and job competencies for entry into the workplace. These include: professionalism, soft skills, appointment scheduling, reception duties, medical records management, insurance authorizations, reimbursement, billing and coding for the medical office or clinic. Students complete 150 hours of supervised training in a medical office or clinic. Proof of medical malpractice insurance, current Basic Life Support (BLS) certification and health clearance are required for the clinical experience. A minimum grade of "C" in all courses is required. Letter grade only. Upon completion of this certificate program, students meet the California **Certification Board of Medical Assistant's certification** examination (CCBMA) requirements. Students may enter the program in Spring, Summer or Fall. There are no prerequisites for entry into the program. Other potential careers that the student may enter upon completion include: Medical Insurance Coding Specialist, Health Medical Preparatory programs, Medical Office Management/Administration, Medical Receptionist, or Medical Secretary.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe administrative medical skills
- Demonstrate legal and ethical practices related to medical care
- Demonstrate medical office employability skills

Course ID	Title	Units
MA 206	Introduction to Medical Assisting	3
MA 224A	Basics of Medical Insurance, Billing and	
	Reimbursement	3
MA 280	Healthcare organization Practices	3
MA 282	Fundamentals of Medical Practice Coding	3
HSC 104	Medical Terminology	3
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 107*	Human Body Fundamentals	3
CIM 112	Microsoft Office	3
MA 217A*	Medical Assisting Clinical Experience—Administrative	9 3
	Total Units for the Certificate:	27
	The state of the s	- 1

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

Suggested coursework not required for the major: MA 211B, MA 212B, MA 213B, MA 214B, MA 218B

Revised Administrative Medical Assistant Certificate of Achievement

The Administrative Medical Assistant program prepares the student for employment as an administrative (front office) medical assistant in a physician's office, clinic or outpatient center. This certificate program is designed to help meet industry demand by offering education and training on soft skills, appointment scheduling, reception duties, managing patient medical records, insurance authorizations, reimbursement and coding for the medical office or clinic. Students complete a 150 hours of supervised training in a medical office or clinic. Proof of medical malpractice insurance, current Basic Life Support (BLS) CPR certification and health clearance are required for the clinical experience. All students complete a background check and drug screening prior to enrolling in MA 217A. A minimum grade of "C" in all courses is required. Letter grade only. **Upon** completion of this certificate program, students may sit for the California Certification Board of Medical Assistant (CCMBA) certification examination (CCMA) and the American Academy of Professional Coder (AAPC), Certified Practice Coder (CPC) certification examination. Several courses also articulate into the Healthcare Technology Optimization Specialty certificate program, which affords additional career training in healthcare.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe administrative medical skills
- Demonstrate legal and ethical practices related to medical care
- Demonstrate medical office employability skills

Course ID	Title	Units
MA 206	Introduction to Medical Assisting	3
MA 224A	Basics of Medical Insurance, Billing and	
	Reimbursement	3
MA 280	Healthcare organization Practices	3
MA 282	Fundamentals of Medical Practice Coding	3
HSC 104	Medical Terminology	3
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 107*	Human Body Fundamentals	3
MA 217A*	Medical Assisting Clinical Experience—Administrative	3
	Restricted Electives	3
	Total Units for the Certificate	27

Restricted Electives: Select one course from the following:

HSC 230	Certified Professional Coder (CPC) Exam Preparation	3
HSC 234	Certified Coding Specialist (CCS) Exam Preparation	3
CIM 112	Microsoft Office	3

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

Current Anthropology Associate of Arts

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings across time and place. An anthropology degree provides students with an appreciation of other ways of life and a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate of Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
- Explain the fundamental processes of human biological evolution.
- Describe modern human biological diversity.
- Articulate an understanding of the cultural construction and historical uses of the concept of race.
- Define and critically analyze the concepts of culture and cultural relativism.
- Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
- Critically analyze the process of globalization and its effects upon cultures around the world.
- Articulate an anthropological perspective on contemporary issues and concerns, including the politics of inclusion and exclusion both locally and globally.
- Discuss the importance of the scientific method in anthropological research.
- Identify the correct methods and ethical responsibilities involved in conducting archaeological, biological, ethnographic, and/or linguistic fieldwork.

Course ID	Title	Units
ANTH 1 Or	Biological Anthropology	3
ANTH 1H	Honors Biological Anthropology	3
ANTH 2 Or	Cultural Anthropology	3
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
	Select from Restricted Electives	6
	Select from Restricted Electives Total Units for the Major:	6 18
Restricted Electi	Total Units for the Major:	-
Restricted Electi	Total Units for the Major:	-
	Total Units for the Major: ves	18
ANTH 4	Total Units for the Major: ves Native American Cultures	18
ANTH 4	Total Units for the Major: ves Native American Cultures Anthropology of Latin America-Culture,	18

Revised Anthropology Associate of Arts

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings across time and place. An anthropology degree provides students with an appreciation of other ways of life and a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate of Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
- Explain the fundamental processes of human biological evolution.
- Describe modern human biological diversity.
- Articulate an understanding of the cultural construction and historical uses of the concept of race.
- Define and critically analyze the concepts of culture and cultural relativism.
- Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
- Critically analyze the process of globalization and its effects upon cultures around the world.
- Articulate an anthropological perspective on contemporary issues and concerns, including the politics of inclusion and exclusion both locally and globally.
- Discuss the importance of the scientific method in anthropological research.
- Identify the correct methods and ethical responsibilities involved in conducting archaeological, biological, ethnographic, and/or linguistic fieldwork.

Course ID ANTH 1 Or	<i>Title</i> Biological Anthropology	Units 3
ANTH 1H ANTH 2 Or	Honors Biological Anthropology Cultural Anthropology	3
ANTH 2H ANTH 3* ANTH 9	Honors Cultural Anthropology Culture and Language Introduction to Archaeology Select from Restricted Electives Total Units for the Major:	3 3 6-7 18-19
Restricted Elec	ctives: Select 3-4 Units	
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological	
	Perspective	3

ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 16*	Archaeological Field Methods	1
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-	
	Cultural Perspectives	3
ES 1	Multicultural Experiences in the	
	United States	3
ES 3	Introduction to Chicana(O) and Latina(O)	
	Cultures	3

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

ANTH 8	World Prehistory	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 16*	Archaeological Field Methods	1
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-	
	Cultural Perspectives	3
ANTH 22	Medical Anthropology	3
PSYC 44	Statistics for the Behavioral Sciences	3
ES 1	Introduction to Ethnic Studies: Making	
	<u>Culture</u>	3
ES 3	Introduction to Chicana(O) and Latina(O)	
	Cultures	3

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

Suggested coursework not required for the major: BIO 11, 22, 40; GEOG 2; HIST 20/SOC 20; MATH 10; PSYC 16; SOC 1.

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Current Applications Developer Certificate of Achievement Program

This program is designed to prepare the student for entry-level employment as an Applications Developer. These workers develop and maintain software programs to meet specific business needs. The program encompasses a broad area of study, including programming, computer operating systems, software applications, web design and networking.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and perform all stages of the Systems Development Lifecycle
- Apply systems development life cycle model to develop software applications
- Successfully code, compile, execute, and debug programs in various programming languages

ourse ID	Title	Units
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java Beginning	3
CIMW 105	Web Development and DB – Intro SQL	
	and MySQL	3
CIMW 250	Microsoft ASP.NET Beginning	3.5
	Select from Restricted Electives:	5-7
	Total Units for the Certificate:	18-20
Restricted Elec	tives:	
CIMP 7B*	Business Programming – Java	
	Advanced	3
CIMN 200	Introduction to Networking	3
CIMP 110	Programming with Python	3
CIMN 130	Computer Operating Systems –	
	UNIX and Linux	3
CIMW 145	Web Development – PHP, CMS and	
	WordPress and E-Commerce	3
CIMN 250*	Network and Security Administration	
	Using UNIX/Linus	3
CIMW 160	Web Development – JavaScript,	
	Frameworks, JQuery, and AJAX	3
CIMW 100A*	Web Site Development – HTML –	
	Beginning	1.5
CIMW 100B*	Web Site Development – HTML –	
	Advanced	1.5
	Business ProgrammingC#	3.5
CIMP 115	business riogrammingc#	٥

+Completion of the A and B versions of this course can also be used to fulfill this requirement.

Revised Applications Developer Certificate of Achievement Program

This program is designed to prepare the student for entry-level employment as an Applications Developer. These workers develop and maintain software programs to meet specific business needs. The program emphasizes modern-day programming emphasizing both the most popular language Java and the fastest growing language Python. Also, the universally excepted SQL database language is covered. Students also have the option to pursue concentrations in Microsoft Office applications, especially Excel, along with video game design, web development, and specific Android/Apple mobile development.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and perform all stages of the Systems Development Lifecycle
- Demonstrate a working knowledge of database communication language SQL
- Successfully code, compile, execute, and debug programs in various programming languages

Course ID	Title U	Inits
CIMP 7A	Business Programming – Java Beginning	3
CIMP 8A	Programming with Python	3
CIMW 105	Web Development and DB – Intro SQL	
	and MySQL	3
	Select from Restricted Electives:	<u>8-11</u>
	Total Units for the Certificate:	<u>17-20</u>

Restricted Electives: <u>Select 8-11 units from the following courses.</u>

CIM 1	Computer Information Systems	4
<u>Or</u>		
<u>CIM 10</u>	Introduction to Information Systems	3
<u>CIM 112</u>	Microsoft Office	3
CIMA 104	Spreadsheets Excel	3
CIMA 204*	Advanced Spreadsheets – Excel	4
CIMP 3	Introduction to Video Game Design	3
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7B*	Business Programming – Java	
	Advanced	3
CIMP 115	Business Programming – C#	3.5
CIMP 220	Android Mobile Apps – Beginner	3.5
CIMP 235	IPHONE & IPAD Programming Beginning	3.5
CIMP 241	Cloud Computing for Developers	3.5
CIMW 100A*	Web Site Development HTML-Beginning	1.5
CIMW 160	Web Development – JAVASCRIPT,	
	Frameworks, JQuery and AJAX	3
<u>CIMW 250</u>	Microsoft ASP.NET—Beginning	3.5

^{*}Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description

Units

3

SADDLEBACK COLLEGE REVISED PROGRAMS ACADEMIC YEAR 2020-2021

Current Applications Developer Associate in Science

This program is designed to prepare the student for entry-level employment as an Applications Developer. These workers develop and maintain software programs to meet specific business needs. The program **encompasses a broad area of study**,

including programming, computer operating systems, software applications, web design and networking.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and perform all stages of the Systems Development Lifecycle
- Apply systems development life cycle model to develop software applications
- Successfully code, compile, execute, and debug programs in various programming languages

ourse ID	Title	Units
CIMP 5	Business Programming I – Visual Basic	3.5
CIMP 7A	Business Programming – Java Beginning	3
CIMW 105	Web Development and DB – Intro SQL	
	and MySQL	3
CIMW 250	Microsoft ASP.NET Beginning	3.5
	Select from Restricted Electives	5-7
	Total Units for the Major	18-20
Restricted Elect	· · · · · · · · · · · · · · · · · · ·	
CIMP 7B*	Business Programming – Java	
	Advanced	3
CIMN 200	Introduction to Networking	3
	Programming with Python	3
CIMN 130	Computer Operating Systems –	
-	UNIX and Linux	3
CIMW 145	Web Development – PHP, CMS and	
	WordPress and E-Commerce	3
CIMN 250*	Network and Security Administration	
	Using UNIX/Linux	3
CIMW 160	Web Development – JavaScript, Frameworks,	
	JQuery and AJAX	3
CIMW 100A*	Web Site Development – HTML –	
	Beginning 1.5	
CIMW 100B*	Web Site Development – HTML –	
	Advanced	1.5
CIMP 115	Business ProgrammingC#	3.5
CIMA 288	Database Reporting	3.5

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

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.

Revised Applications Developer Associate of Science

This program is designed to prepare the student for entry-level employment as an Applications Developer. These workers develop and maintain software programs to meet specific business needs. The program emphasizes modern-day programming emphasizing both the most popular language Java and the fastest growing language Python. Also, the universally excepted SQL database language is covered. Students also have the option to pursue concentrations in Microsoft Office applications, especially Excel, along with video game design, web development, and specific Android/Apple mobile development.

Program Student Learning Outcomes

Course ID

Students who complete this program will be able to:

- Identify and perform all stages of the Systems Development Lifecycle
- Demonstrate a working knowledge of database communication language SQL
- Successfully code, compile, execute, and debug programs in various programming languages

Title

7766	Omis
Business Programming – Java Beginning	3
Programming with Python	3
Web Development and DB – Intro SQL	
and MySQL	3
Select from Restricted Electives	<u>9-11</u>
Total Units for the Major	18-20
tives: <u>Select 9-11 units from the following course</u>	<u>i.</u>
Computer Information Systems	4
Introduction to Information Systems	3
Microsoft Office	3
Spreadsheets Excel	3
Advanced Spreadsheets – Excel	4
Introduction to Video Game Design	3
Business Programming I – Visual Basic	3.5
Business Programming – Java	
Advanced	3
Business Programming – C#	3.5
Android Mobile Apps – Beginner	3.5
IPHONE & IPAD Programming Beginning	3.5
Cloud Computing for Developers	3.5
Web Site Development HTML-Beginning	1.5
Web Development – JAVASCRIPT,	
	Programming with Python Web Development and DB – Intro SQL and MySQL Select from Restricted Electives Total Units for the Major ives: Select 9-11 units from the following courses Computer Information Systems Introduction to Information Systems Microsoft Office Spreadsheets Excel Advanced Spreadsheets – Excel Introduction to Video Game Design Business Programming I – Visual Basic Business Programming – Java Advanced Business Programming – C# Android Mobile Apps – Beginner IPHONE & IPAD Programming Beginning Cloud Computing for Developers Web Site Development HTML-Beginning

^{*}Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description

Frameworks, JQuery and AJAX

Microsoft ASP.NET—Beginning

Associate of Science Degree

CIMW 250

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.

Current Comprehensive Medical Assistant Certificate of Achievement

This program prepares the student for employment as a medical assistant in a physician's office or clinic. The curriculum is designed to provide training in both administrative and clinical procedures and practices. Instruction is given in basic medical office procedures, including appointment scheduling, billing, insurance, medical reception, medical records management, surgical and laboratory procedures, electronic health records and other medical records management, surgical and laboratory procedures, venipuncture, pharmacology, injections, electrocardiography, public relations, and practice building techniques. An externship in a physician's office combining administrative and clinical experience helps provide the student with the clinical experience necessary to enter the workforce. Students are required to hold a valid basic life support CPR card for healthcare providers and carry malpractice insurance while in MA 217C*.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe legal and ethical practices related to medical care
- Demonstrate clinical patient skills
- Demonstrate medical office employability skills
- Demonstrate administrative medical skills

A minimum grade of "C" in all courses is required to receive the certificate.

Course ID	Title	Units
HSC 201	Medical Terminology	3
MA 206	Introduction to Medical Assisting	3
MA 224A	Basics of Medical Insurance, Billing and	
-	Reimbursement	- 3
MA 211A	Medical Reception Techniques	2.5
MA 213A	Medical Records Management	2.5
MA 226A*	Fundamentals of CPT Ambulatory Coding for	
-	Medical Assistants	3
MA 212A	Medical Office Financial Procedures	2.5
MA 212B	Medical Office Laboratory Procedures	3
MA 214B	Medication Administration for Medical Assistants	3
MA 218B	Electrocardiography for the Medical Assistant	3
MA 260	Computer Applications EHR in Health Care	- 3
HSC 233	Legal and Ethical Aspects of Health Information	3
MA 228A*	Fundamentals of ICD Coding	3
MA 211B	Physical-Examination Procedures	3
MA 213B	Medical ASEPSIS and Surgical Procedures	3
MA 217C*	Medical-Assisting Clinical Experience Comprehe	nsive 3
	Total Units for the Certificate:	45.5

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

Suggested coursework not required for the major: BIO 113; EMT 207*, EMT 207C; INSR 200.

Revised Comprehensive Medical Assistant Certificate of Achievement

This Career Technical Education (CTE) certificate program includes instruction and skills training on competencies for entry level employment working in the front office or back office as a medical assistant. Students learn and demonstrate essential skills: medical office procedures, appointment scheduling, reception techniques, communication, medical records and electronic health records management, data entry, billing, coding, insurance reimbursement, laboratory procedures (including venipuncture, pharmacology, injections), electrocardiography, spirometry, public relations, and practice-building techniques. An externship in a physician's office combining administrative and clinical experience helps provide the student with the clinical experience necessary to enter the workforce. All students complete a background check and drug screen three months prior to enrolling in MA 217C and are required to hold Basic Life Support (BLS) CPR certification (AHA approved with AED) and a certificate of medical malpractice, throughout the externship. During the externship students complete 150 hours of non-paid supervised training to demonstrate basic medical front office and clinical back office skills and competencies.

The comprehensive medical assistant program meets the California Certifying Board for Medical Assistants requirements to sit for the California Certified Medical Assistant exam (CCMA) and the American Academy of Professional Coders (AAPC), Certified certification (CPC) Professional Coder Letter grade only. Students may begin the program in the Summer, Fall or Spring and there are no prerequisites to enroll in the program. Material fees are kept to a minimum, there is a fee paid to an outside vendor for the final HESI online examination during the externship. Students in the clinical area are required to purchase a stethoscope, sphygmomanometer for the physical examination procedure course and a uniform is required for the externship. All fees are less than \$400.00 for the entire program.

Students in the comprehensive medical assistant program may meet the Associate of Science Degree in Health Sciences graduation requirements as outline in the catalog, students are encouraged to discuss these requirements with their assigned academic counselor.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe legal and ethical practices related to medical care
- Demonstrate clinical patient skills
- Demonstrate medical office employability skills
- Demonstrate administrative medical skills

A minimum grade of "C" in all courses is required to receive the certificate.

Course ID	Title	Units
HSC <u>104</u>	Medical Terminology	3
MA 206	Introduction to Medical Assisting	3
HSC <u>106</u>	Legal and Ethical Aspects of Health Information	on 3
HSC 107	Human Body Fundamentals	3
MA 280	Healthcare Organization Practices	3
MA 282	Fundamentals of Medical Practice Coding	3
MA 211B	Physical-Examination Procedures	3
MA 213B	Medical ASEPSIS and Surgical Procedures	3
MA 212B	Medical Office Laboratory Procedures	3
MA 214B	Medication Administration Procedures	3
MA 218B	Electrocardiography for the Medical Assistant	3
	Restricted Electives	3
	Total Units for the Certificate	32-33

Restricted	Electives: Select one course from the following:	
HSC 230	Certified Professional Coder (CPC) Exam Preparation	3
HSC 234	Certified Coding Specialist (CCS) Exam	
	Preparation	3
CIM 112	Microsoft Office	3

 $^{^{*}\}text{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Computer Maintenance Technology Associate of Science

The Computer Maintenance Technology (CMT) Associate of Science degree program includes study of personal computer hardware, software, repair, maintenance, and troubleshooting to prepare the student for entry-level employment as a computer maintenance technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of the measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses

Required Cour	363		
Course ID	<i>Titl</i> e	Units	
CIM 1	Computer Information Systems	4	
or			
CIM 10	Introduction to Information Systems	3	
CIMN 100	Computer Operating Systems- Windows	3	
CMT 215	Electronics for Computer Technologists	3	
or			
ET 101	Survey of Electronics	3	
or			
ET 133	DC and AC Fundamentals	4	
CMT 220	Computer Maintenance and Repair I	3	
CMT 225*	Computer Maintenance and Repair II	3	
CMT 230*	Applied Network Technology	3	
CMT 235*	A+ Exam Preparation for Computer		
	Service Technicians	3	

Total Units for the Major 21-23

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.

Suggested coursework not required for the major: CIMN 200, 210; ET 114

Revised Computer Maintenance Technology Associate of Science

The Computer Maintenance Technology (CMT) Associate of Science degree program includes study of personal computer hardware, software, repair, maintenance, and troubleshooting to prepare the student for entry-level employment as a computer maintenance technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of the measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses

Course ID	Title	Units	
CIM 1	Computer Information Systems	4	
or			
CIM 10	Introduction to Information Systems	3	
CIMN 100	Computer Operating Systems- Windows	3	
CMT 215	Electronics for Computer Technologists	3	
or			
ET 101	Survey of Electronics	3	
or			
ET 133	DC and AC Fundamentals	4	
CMT 220	Computer Maintenance and Repair I	3	
CMT 225*	Computer Maintenance and Repair II	3	
CMT 230*	Applied Network Technology	3	
CMT 235*	A+ Exam Preparation for Computer		
	Service Technicians	3	

Total Units for the Major

21-23

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.

Suggested coursework not required for the major: CIMN **110, 120**; ET 114.

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

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

Current

English Literature Associate of Arts

The curriculum in the English Literature 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 and promotion. Students earning the English Literature Associate of Arts degree may transfer into degree programs such as: English, English Literature, and English Education.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review, as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms, as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
- Examine traditional literary themes and genres in courses addressing American, British and World literature. Students will explore contemporary themes and genres in courses such as Introduction to the Novel, Ethnic Voices in Literature, and The Film as Literature. The broad spectrum of literature courses allows students to focus on a particular area of interest.

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Course ID	Title	Units
ENG 1A* Or	Principles of Composition I	4
ENG 1AH*	Honors Principles of Composition I	4
ENG 1B* Or	Principles of Composition II	3
ENG 1BH* Or	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
	Select from Restricted Electives	12
	Total Units for the Major:	19
Restricted Elect	tives:	
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature –	
	1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to	
	Romantic Movement	3
ENG 17B*	Survey of English Lit Romantic Movement	_
ENG 401	To the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to	
	Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 27A* Or	Introduction to the Novel	3
ENG 27AH*	Honors Introduction to the Novel	3

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Revised

English Literature Associate of Arts

The curriculum in the English Literature 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 and promotion. Students earning the English Literature Associate of Arts degree may transfer into degree programs such as: English, English Literature, and English Education.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review, as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms, as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
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	Units
Principles of Composition I	4
Honors Principles of Composition I	4
Principles of Composition II	3
Honors Principles of Composition II	3
Critical Thinking, Reading, and Writing	3
Select from Restricted Electives	12
Total Units for the Major:	19
lectives:	
Survey of American Literature – 1620-1860	3
Survey of American Literature –	
1860-Contemporary	3
	3
	3 3 3
Shakespeare – The Tragedies	3
	3
	3
Introduction to Shakespeare	3
	<u>3</u>
Introduction to the Novel	3
Honors Introduction to the Novel	3
	Title Principles of Composition I Honors Principles of Composition I Principles of Composition II Honors Principles of Composition II Honors Principles of Composition II Critical Thinking, Reading, and Writing Select from Restricted Electives Total Units for the Major: Electives: Survey of American Literature – 1620-1860 Survey of American Literature – 1860-Contemporary Survey of English Literature – Beowulf to Romantic Movement Survey of English Lit Romantic Movement To the Present Shakespeare – The Tragedies World Literature – Ancient to 17th Century World Literature – 17th Century to Modern Period Introduction to Shakespeare Introduction to the Novel

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Current German Associate of Arts

The curriculum in the German program is designed to provide the student the opportunity to achieve an Associate in Arts in German degree by providing the necessary breadth in the field. Students who complete the Associate in Arts Degree in German will have more opportunities in government business, medicine, law, technology, industry, marketing and other related fields.

A German degree provides students with more positive attitudes and less prejudice toward people who are different, teaches and encourages respect for other peoples: it fosters an understanding of the interrelation of language and human nature, appreciation of other ways of life, different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly, a better understanding of the world in which they live and leads to an appreciation of cultural diversity. The curriculum in the German program is designed to provide the student the opportunity to achieve an Associate in Arts (AA) in German degree.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Reading Comprehension Upon completion of this program, students will accurately interpret written sections in German.
- Listening Comprehension Students who complete this program will be able to accurately interpret spoken language in German.
- Speaking and Conversation Students who complete this program will have proficient conversational skills in German.
- History, Politics, Literature, Culture and Art Upon completion of this program, students will demonstrate knowledge of the history, politics, literature, culture and arts of the German speaking countries as well as people who speak German.

Course ID	Title	Units
Required Courses		
GER1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
ARAB 21*	Introduction to Arabic Culture	3
-Or		
CHI 21*	Introduction to Chinese and	
-	Influences in the U.S.	3
-Or		
FR21*	Introduction to French Language and	
-	Culture	3
-Or		
ITA 21*	Introduction to Italian Culture	3
-Or		
JA 21*	Introduction to Japanese Culture	3
-Or		
KOR 21*	Introduction to Korean Culture	3
-Or		
PORT 21*	Introduction to Portuguese and	
	Brazilian Culture	3
-Or		
PRSN 21*	Introduction to Persian Culture	3
GER 901*	German Language Lab	0.50
GER 902*	German Language Lab	0.50
GER 903*	German Language Lab	0.50
GER 904*	German Language Lab	0.50
	Total Units for the Major:	25

Revised German Associate of Arts

The curriculum in the German program is designed to provide the student the opportunity to achieve an Associate in Arts in German degree by providing the necessary breadth in the field. Students who complete the Associate in Arts Degree in German will have more opportunities in government business, medicine, law, technology, industry, marketing and other related fields.

A German degree provides students with more positive attitudes and less prejudice toward people who are different, teaches and encourages respect for other peoples: it fosters an understanding of the interrelation of language and human nature, appreciation of other ways of life, different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly, a better understanding of the world in which they live and leads to an appreciation of cultural diversity. The curriculum in the German program is designed to provide the student the opportunity to achieve an Associate in Arts (AA) in German degree.

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Course ID	Title	Units
Required Cours	<u>ses</u>	
GER1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
GER 21	Introduction to German Culture	3
GER 901*	German Language Lab	0.50
GER 902*	German Language Lab	0.50
GER 903*	German Language Lab	0.50
GER 904*	German Language Lab	0.50
	Total Units for the Major:	25

Associate of Arts 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 Arts Degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

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

Associate of Arts 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 Arts Degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

 $^{\star}\text{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Current Liberal Studies Associate of Arts

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies major.

Students planning to transfer to California State University (CSU), the University of California (UC), or an institution that accepts certification, should complete general education requirements for the associate degree by completing CSU General Education (CSU-GE) certification requirements or the Intersegmental General Education Transfer Curriculum (IGETC).

Program Student Learning Outcomes

Students who complete this program will be able to:

- Explain the values of a culture as expressed through its art or language.
- Demonstrate effective expository and persuasive writing skills.
- Develop a reasoned solution to a problem.
- Evaluate new and accepted ideas about the natural universe using testable methodology.
- Evaluate the methods of inquiry and evidence used in the behavioral and social sciences.

11.5

Required Core:

ourse ID	<i>Titl</i> e	Units
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
COMM 1* Or	Communication Fundamentals	3
COMM 1H* Or	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
PS 1 Or	American Government	3
PS 1H	Honors American Government	3
Group A: Sele	ct one of the following courses (3 Units)	
ENG 1B* Or	Principles of Composition II	3
ENG 1BH* Or	Honors Principles of Composition II	3
ENG 70* Or	Reasoning and College Reading	3
PHIL 12* Or	Introduction to Logic	3
COMM 2* Or	Persuasion 3	
COMM 3*	Argumentation and Debate	3
Group B: Sele	ct one of the following courses (3 Units)	
HIST 16 Or	History of the United States to 1876	3
HIST 17 Or	History of the United States since 1876	3
HIST 22	Survey of United States History	3

Revised Liberal Studies Associate of Arts

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies major.

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- Evaluate the methods of inquiry and evidence used in the behavioral and social sciences.

Required Core:

Course ID	<i>Titl</i> e	Units
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
COMM 1* Or	Communication Fundamentals	3
COMM 1H* Or	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
PS 1 Or	American Government	3
PS 1H	Honors American Government	3
•	ct one of the following courses (3 Units)	
ENG 1B* Or	Principles of Composition II	3
ENG 1BH* Or	Honors Principles of Composition II	3
ENG 70* Or	Critical Thinking, Reading, and Writing	3
PHIL 12* Or	Introduction to Logic	3
COMM 2*	Persuasion 3	
COMM 3*	Argumentation and Debate	3
Group B: Selec	ct one of the following courses (3 Units)	
HIST 16 Or	History of the United States to 1876	3
HIST 17 Or	History of the United States since 1876	3
HIST 22	Survey of United States History	3

Group C: Select o	ne of the following courses (3-5 Units)	
MATH 2* Or	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
Or MATH 3AH* Or	Honors Analytic Geometry and Calculus	5
MATH 3B* Or	Analytic Geometry and Calculus	5
MATH 3C* Or	Analytic Geometry and Calculus	5
MATH 7* Or	College Algebra	5
MATH 8* Or	College Algebra for Brief Calculus	5
MATH 10* Or	Introduction to Statistics	3
MATH 11* Or	A Brief Course in Calculus	5
MATH 14* Or	Mathematics for Elementary School Teachers	5
MATH 24* Or	Elementary Differential Equations	4
MATH 26* Or	Introduction to Linear Algebra	4
MATH 103* Or	Mathematical Ideas	3
MATH 124* Or	Trigonometry	3
PSYC 44*	Statistics for the Behavioral Sciences Total Units for the Major:	<u>3</u> 19-21

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate DegreesRefer 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.

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MATH 2*	Pre-Calculus Mathematics	5
Or	A 15 6 1 16 1 1	-
MATH 3A* Or	Analytic Geometry and Calculus	5
MATH 3AH* Or	Honors Analytic Geometry and Calculus	5
MATH 3B* Or	Analytic Geometry and Calculus	5
MATH 3C* Or	Analytic Geometry and Calculus	5
MATH 7* Or	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11* Or	A Brief Course in Calculus	5
MATH 14*	Mathematics for Elementary School Teachers	5
MATH 24*	Elementary Differential Equations	4
MATH 26* Or	Introduction to Linear Algebra	4
MATH 103* Or	Mathematical Ideas	3
MATH 124* Or	Trigonometry	3
PSYC 44*	Statistics for the Behavioral Sciences Total Units for the Major:	<u>3</u> 19-21

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Current Marine Science Technician Certificate of Achievement

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.

Individuals should be aware that there are high regulatory and security requirements for employment and that most water transportation jobs also require the Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration.

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Courses

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Course ID	<i>Titl</i> e	Units
ENV 18	Introduction to Ecology	4
or		
BIO 19*	Marine Biology	4
or		
MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select 5 Courses from Restricted	
	Electives	14-15

Total Units for the Certificate 22-23

Restricted Electives				
MST 201	Marlinspike Seamanship	2		
MST 202	Marine Weather	3		
MST 210	Coastal Navigation	3		
MST 211	Celestial Navigation	3		
MST 212	Sailing, Seamanship, and Boating Safety	3		
MST 214A*	Intermediate Ocean Sailing	3		
MST 214B*	Advanced Cruising Under Sail	3		
MST 215*	Vessel Command and Organization	3		
MST 216	USCG Master License and Examination			
	Preparation Course	3		
MST 218*	Electronic Aids to Navigation	3		

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

Revised Marine Science Technician Certificate of Achievement

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.

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- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
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Required Core

Course ID	Title	Units
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or		
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	Select 5 Courses from Restricted	
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Total Units for the Certificate 22-23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3

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

Current Marine Science Technician Associate of Science

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.

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MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select 5 Courses from Restricted	
	Electives	14-15
	·	

Total Units for the Major 22-23 **Restricted Electives** Marlinspike Seamanship 2 MST 201 MST 202 Marine Weather 3 MST 210 Coastal Navigation 3 MST 211 Celestial Navigation 3 Sailing, Seamanship, and Boating Safety MST 212 3 Intermediate Ocean Sailing 3 MST 214A* MST 214B* Advanced Cruising Under Sail 3 MST 215* Vessel Command and Organization 3 **USCG Master License and Examination** MST 216 **Preparation Course Electronic Aids to Navigation**

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 Marine Science Technician Associate of Science

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.

Individuals should be aware that there are high regulatory and security requirements for employment and that most water transportation jobs also require the Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration.

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Core

Course ID	litle	Units	
ENV 18	Introduction to Ecology	4	
or			
BIO 19*	Marine Biology	4	
or			
MS 4	Southern California Coastal Ecology	4	
MS 20	Introduction to Oceanography	4	
	Select 5 Courses from Restricted		
	Electives	14-15	

Total Units for the Major 22-23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3

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

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.

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

Current Nutrition

Certificate of Achievement

The Nutrition Certificate of Achievement program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of **normal** nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreation work, pregnancy clinics, education (such as preschool and elementary school), health clubs, gym and figure salons, health food stores and nutritional supplement sales, and drug abuse clinics. The program also offers coursework for professional improvement.

By completing the Nutrition certificate, students will be trained to relate nutrition to health, fitness and disease; to critically assess and apply research in the area of nutritional sciences; to apply current dietary guidelines and nutrition recommendations for good health; to interpret and analyze nutrition labeling; to identify the function, deficiencies, toxicities and sources of nutrients; to identify causes and solutions to obesity and eating disorders; to identify causes and prevention of foodborne illness; to identify food-based solutions to dietary inadequacies; and to compare nutritional needs throughout the life cycle.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics.

Required Core

Course ID	Title	Units	
FCS 115	Consumer Issues	3	
or			
FCS 142	Life Management	3	
FN 171 ❖	Sanitation and Safety	2	
or			
FN 210❖	ServSafe in Food Production	1	
FN 50†	Fundamentals of Nutrition	3	
FN 110*	Food Preparation Essentials	3	
CWE 180†^	Co-Op-Ed Foods and Nutrition	1	
	Select three courses from Restricted		
	Electives	8-9	

Total Units for the Certificate 19-22

Restricted Electives

Nutrition Issues and Controversies	3
Nutrition, Weight Management, and	
Eating Disorders	3
Sports Nutrition	3
Nutrition for Health Occupations	2
Lifecycle Nutrition	3
Sustainable Meals	3
	Nutrition, Weight Management, and Eating Disorders Sports Nutrition Nutrition for Health Occupations Lifecycle Nutrition

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

Revised Nutrition

Certificate of Achievement

The Nutrition Certificate of Achievement program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreation work, pregnancy clinics, education (such as preschool and elementary school), health clubs, gym and figure salons, health food stores and nutritional supplement sales, and drug abuse clinics. The program also offers coursework for professional improvement.

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Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics

Required Core

Course ID	Title	Units
FCS 115	Consumer Issues	3
or		
FCS 142	Life Management	3
FN 171 ❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 50†	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 165	Careers in Nutrition and Dietetics	<u> </u>
CWE 180†^	Co-Op-Ed Foods and Nutrition	1
	Select three courses from Restricted	
	Electives	<u>9</u>

Total Units for the Certificate 21-23

Restricted Electives

Nutrition Issues and Controversies	3
Nutrition, Weight Management, and	
Eating Disorders	3
Sports Nutrition	3
Clinical Nutrition	<u>3</u>
Lifecycle Nutrition	3
Sustainable Meals	3
	Nutrition, Weight Management, and Eating Disorders Sports Nutrition <u>Clinical Nutrition</u> Lifecycle Nutrition

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

[†]FN 50 recommended prior to CWE 180.

Students with valid California ServSafe Certification may have this core requirement waived.

[^] Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the certificate.

[†] FN 50 recommended prior to CWE 180.

Students with valid California ServSafe Certification may have this core requirement waived.

 $[\]mbox{^{\sc h}}$ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the certificate.

Current Nutrition Associate of Science

The Nutrition Associate of Science degree program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of **normal** nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreation work, pregnancy clinics, education (such as preschool and elementary school), health clubs, gym and figure salons, health food stores and nutritional supplement sales, and drug abuse clinics. The program also offers coursework for professional improvement.

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Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutritionrelated topics.

Required Core

	Elective <u>s</u>	8-9	
	Select three courses from Restricted		
CWE 180†^	Co-Op-Ed Foods and Nutrition	1	
FN 110*	Food Preparation Essentials	3	
FN 50†	Fundamentals of Nutrition	3	
FN 210❖	ServSafe in Food Production	1	
or			
FN 171❖	Sanitation and Safety	2	
FCS 142	Life Management	3	
or			
FCS 115	Consumer Issues	3	
Course ID	Title	Units	

Total Units for the Major 19-22

Revised Nutrition Associate of Science

The Nutrition Associate of Science degree program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreation work, pregnancy clinics, education (such as preschool and elementary school), health clubs, gym and figure salons, health food stores and nutritional supplement sales, and drug abuse clinics. The program also offers coursework for professional improvement.

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- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
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Required Core

Course ID	Title	Units	
FCS 115	Consumer Issues	3	
or			
FCS 142	Life Management	3	
FN 171 ❖	Sanitation and Safety	2	
or			
FN 210❖	ServSafe in Food Production	1	
FN 50†	Fundamentals of Nutrition	3	
FN 110*	Food Preparation Essentials	3	
FN 165	Careers in Nutrition and Dietetics	1	
CWE 180†^	Co-Op-Ed Foods and Nutrition	1	
	Select three courses from Restricted		
	Elective <u>s</u>	<u>9</u>	

Total Units for the Major 21-23

Restricted Electives

FN 64	Nutrition Issues and Controversies	3
FN 160	Nutrition, Weight Management, and	
	Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	Nutrition for Health Occupations	2
FN 169*	Lifecycle Nutrition	3
FN 120*	Sustainable Meals	3

- *Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.
- † FN 50 recommended prior to CWE 180.
- Students with valid California ServSafe Certification may have this core requirement waived.
- ^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the degree.

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.

Restricted Electives

FN 64 FN 160	Nutrition Issues and Controversies Nutrition, Weight Management, and	3
111 100	Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	<u>Clinical Nutrition</u>	<u>3</u>
FN 169*	Lifecycle Nutrition	3
FN 120*	Sustainable Meals	3

- *Course has a prerequisite, corequisite, limitation, or recommended preparation; see course description.
- † FN 50 recommended prior to CWE 180.
- ❖ Students with valid California ServSafe Certification may have this core requirement waived.
- ^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the degree.

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.

Current Political Science Associate of Arts

The curriculum in the Political Science Associate of Arts 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 such as pre-law, economics, history and journalism, earning the associate degree may support attempts to gain entry level employment in government, advocacy jobs, and lobbyist professions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Required Courses:

Course ID	Title	Units
PS 1	American Government	
Or		
PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
	Select from Restricted Electives	<u>6</u>
	Total Units for the Major:	18
Restricted El	ectives: Select two courses	
ECON 2*	Principles (MACRO)	
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (MICRO)	
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
Or		
PS 11	International Political Economy	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
MATH 10*	Introduction to Statistics	3
PS 10H	Honors Political Theory	3
PS 80	Introduction to Contemporary Africa	3
SOC 1	Introduction to Sociology	3

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Revised Political Science Associate of Arts

The curriculum in the Political Science Associate of Arts 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 such as pre-law, economics, history and journalism, earning the associate degree may support attempts to gain entry level employment in government, advocacy jobs, and lobbyist professions.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Required Courses:

Course ID	urses. Title	Units
PS 1	American Government	Ullits
Or	American dovernment	
PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
13 14	Select from Restricted Electives	<u>6</u>
		<u>∪</u> 18
Dantuintad Fl	Total Units for the Major:	10
	ectives: Select two courses	
ECON 2*	Principles (MACRO)	
Or		_
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (MICRO)	
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
Or		
PS 11	International Political Economy	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
MATH 10*	Introduction to Statistics	3
PS 10H	Honors Political Theory	3
PS 80	Introduction to Contemporary Africa	3
SOC 1	Introduction to Sociology	3
<u>Or</u>		
SOC 1H	Honors Introduction to Sociology	3

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

Associate of Arts 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements.

Units

<u>1</u>

3

SADDLEBACK COLLEGE REVISED PROGRAMS ACADEMIC YEAR 2020-2021

Current

Real Estate Certificate of Achievement

This Real Estate certificate is designed to educate the student and provide the courses required to qualify for the California Salesperson's license exam. This certificate is geared towards the aspiring Real Estate professional, as well as investors and consumers.

Potential careers that could be obtained with this certificate include: Real Estate Salesperson (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	Select from Restricted Electives	6
	Total Units for the Certificate:	12

Restricted Electives: (Student select 2 courses)

Restricted Electives: (Student Select 2 courses)			
RE 174	Legal Aspects of Real Estate	3	
RE 175	Real Estate Finance	3	
RE 176A	Real Estate Appraisal I	3	
RE 176B	Real Estate Appraisal II	3	
RE 176C	Real Estate Appraisal III Market Analysis		
	And Studies	3	
RE 178	Real Estate Economics	3	
RE 190	Escrow	3	
RE 195	Property Management	3	
RE 202	Computer Applications in Real Estate	3	
RE 250	Real Estate License Preparation	3	
RE 280	Mortgage Loan Brokering and Lending	3	

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

Revised Real Estate Certificate of Achievement

This Real Estate certificate is designed to educate the student and provide the courses required to qualify for the California Salesperson's license exam. This certificate is geared towards the aspiring Real Estate professional, as well as investors and consumers.

Potential careers that could be obtained with this certificate include: Real Estate Salesperson (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Course ID

RE 255

RE 280

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Title

RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	Restricted Electives	<u>6-7</u>
	Total Units for the Certificate:	12-13
Restricted E	lectives: (Student select 2-3 courses)	
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III Market Analysis	
	And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3

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

Mortgage Loan Brokering and Lending

Real Estate License Preparation

Current Real Estate Associate of Science

This Real Estate program is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation. To qualify to sit for the California Broker's license exam, eight total classes and two years of full-time experience are required. Please check with the California Department of Real Estate for any changes.

Potential careers that could be obtained with this degree include: Real Estate Salesperson (residential or commercial), Real Estate Broker (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
Select Brok	er Option (Must take all six courses)	18
Or		
Select Sales	sperson Option	12
	Total Units for the Major:	18-24
Broker Opt	ion (Students take all six courses)	
RE 174	Legal Aspect of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 178	Real Estate Economics	3
RE 195	Property Management	3
RE 190	Escrow	3
Or		
Salesperso	n Option: (Students select four courses)
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III: Market Analysis	
	And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
RE 250	Real Estate License Preparation	3
RE 280	Mortgage Loan Brokering and Lending	3

Revised Real Estate Associate of Science

This Real Estate program is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation. To qualify to sit for the California Broker's license exam, eight total classes and two years of full-time experience are required. Please check with the California Department of Real Estate for any changes.

Potential careers that could be obtained with this degree include: Real Estate Salesperson (residential or commercial), Real Estate Broker (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

Course ID	Title	Units
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
Select Broke	er Option (Must take all six courses)	18
Or		
Select Sales	person Option	<u>12-13</u>
	Total Units for the Major:	18-24
Broker Opti	on (Students take all six courses)	
RE 174	Legal Aspect of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 178	Real Estate Economics	3
RE 195	Property Management	3
RE 190	Escrow	3
Or		
Salesperson	Option: (Students select 4-5 courses f	or a
minimum o	f 12 units)	
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III: Market Analysis	
	And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
RE 255	Real Estate License Preparation	<u>1</u>
RE 280	Mortgage Loan Brokering and Lending	3

Associate of Science Degree

Completion of all the courses listed above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate of Science Degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

 $\mbox{\ensuremath{^{\star}}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}\mbox{\ensuremath{}}$

Associate of Science Degree

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Refer to the Graduation Requirements or to the CSU-GE and IGETC patterns in this catalog for specific courses which meet general education requirements. Refer to ASSIST.org and to the transfer institution's catalog for transfer requirements

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

Current Sustainable Horticulture Certificate of Achievement

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Certificate of Achievement program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students, who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Grow and maintain ornamental plant materials, based on principles of sustainable propagation.
- Identify local plant materials, especially, those well adapted to local conditions including herbaceous ground covers, trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

Required Courses:

kequirea cou i	rses:	
Course ID	Title	Units
HORT 10	Plant Materials-Ornamental	3
HORT 11	Plant Materials-Edibles	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	3
	Select one course from each Group	3-6
Group 1:		
HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
Group 2:		
HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 166	·	2
	Native Plants in the Urban Landscape	_
HORT 238	Introduction to Horticulture Therapy	3
CWE 180†	Co-Op-Ed-Hort & Landscape	1

Total Units for the Certificate 22-25

Revised Sustainable Horticulture Certificate of Achievement

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Certificate of Achievement program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students, who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

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- Identify plants contributing to local ecologies and habitats.

Required <u>Core</u>:

Course ID	Title	Units
HORT 10	Plant Materials-Ornamental	3
HORT 11	Plant Materials-Edibles	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	3
	<u>Choose</u> one course from each Group	3-6
Group 1:		
HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
Group 2:		
HORT 140	Business Aspects in Horticulture and	
	Landscape	3
HORT 166	Native Plants in the Urban Landscape	2
HORT 238	Introduction to Wellness Gardening	3
CWE 180†	Co-Op-Ed-Hort & Landscape	1

Total Units for the Certificate 22-25

†CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture program.

†CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture program.

Current Sustainable Horticulture Associate of Science

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Associate of Science degree program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students, who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

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- Grow and maintain ornamental plant materials, based on principles of sustainable propagation.
- Identify local plant materials, especially, those well adapted to local conditions including herbaceous ground covers, trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

Required Courses:

Required Courses :				
Course ID	Title	Units		
HORT 10	Plant Materials-Ornamental	3		
HORT 11	Plant Materials-Edibles	3		
HORT 20	Introduction to Horticultural Science	4		
HORT 112	Plant Propagation	3		
HORT 113	Soils and Fertilizers	3		
HORT 120	Integrated Pest Management	3		
	Select one course from each Group	3-6		
Group 1:				
HORT 110	Introduction to Urban Farming	3		
HORT 111	Introduction to Permaculture	2		
HORT 138	The Sustainable Landscape	3		
HORT 144	Licensure for the Landscape Contractor	2		
Group 2:				
HORT 140	Business Aspects in Horticulture and			
	Landscape	3		
HORT 166	Native Plants in the Urban Landscape	2		
HORT 238	Introduction to Horticulture Therapy	3		
CWE 180†	Co-Op-Ed-Hort & Landscape	1		

Total Units for the Major 22-25

†CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture program.

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 Sustainable Horticulture Associate of Science

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Associate of Science degree program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students, who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

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- Identify local plant materials, especially, those well adapted to local conditions including herbaceous ground covers, trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

Required Core:

Course ID	Title	Units
HORT 10	Plant Materials-Ornamental	3
HORT 11	Plant Materials-Edibles	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	3
	<u>Choose</u> one course from each Group	3-6
Group 1:		
HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
Group 2:		
HORT 140	Business Aspects in Horticulture and	
	Landscape	3
HORT 166	Native Plants in the Urban Landscape	2
HORT 238	Introduction to Wellness Gardening	3
CWE 180†	Co-Op-Ed-Hort & Landscape	1

Total Units for the Major 22-25

 $\,$ +CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture program.

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.

Current Sustainable Landscape Design Certificate of Achievement

Students who complete the Sustainable Landscape Design certificate program will gain fundamental skills in landscape design elements, process and techniques, that are aesthetic, functional, and sustainable, and that contribute to the local ecology. Students will have opportunities to apply their understanding of sustainable horticultural aspects to the development and management of landscape design projects to promote green living environments. Graduates with these skills can gain entry-level employment in jobs such as landscape planning, design, construction, maintenance, and management of environmental systems and landscape design. Students may also elect to take HORT 144 to prepare for the C27 Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques, that are aesthetic, that are functional, and that contribute to the local ecology with sustainability.
- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate landscape construction and maintenance skills based on principles of sustainability.
- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Courses:

Course ID	Title	Units
Course ID		UTITES
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials-Ornamental	3
HORT 106	Landscape CAD-Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials	
	Fundamentals	3
	Select one course from each Group	2-6

	Total Units for the Certificate	23-27
Group 1:		
HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and	
	Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape- Native Garden Design	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Horticulture Therapy	3
Group 2:		
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

+CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design program.

Revised Sustainable Landscape Design Certificate of Achievement

Students who complete the Sustainable Landscape Design certificate program will gain fundamental skills in landscape design elements, process and techniques, that are aesthetic, functional, and sustainable, and that contribute to the local ecology. Students will have opportunities to apply their understanding of sustainable horticultural aspects to the development and management of landscape design projects to promote green living environments. Graduates with these skills can gain entry-level employment in jobs such as landscape planning, design, construction, maintenance, and management of environmental systems and landscape design. Students may also elect to take HORT 144 to prepare for the C27 Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques, that are aesthetic, that are functional, and that contribute to the local ecology with sustainability.
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- Demonstrate landscape construction and maintenance skills based on principles of sustainability.
- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Core:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials-Ornamental	3
HORT 106	Landscape CAD–Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials	
	Fundamentals	3
	Choose one course from each Group	2-6

Total Units for the Certificate 23-27

Group 1:		
HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and	
	Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape Design-Native Garden	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Wellness Gardening	3
Group 2:		
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

†CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design program.

Current Sustainable Landscape Design Associate of Science

Students who complete this program will gain fundamental skills in landscape design elements, process and techniques, that are aesthetic, functional, and sustainable, and that contribute to the local ecology. Students will have opportunities to apply their understanding of sustainable horticultural aspects to the development and management of landscape design projects to promote green living environments. Graduates with these skills can gain entry-level employment in jobs such as landscape planning, design, construction, maintenance, and management of environmental systems and landscape design. Students may also elect to take HORT 144 to prepare for the C27 Contractor Licensing Exam.

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- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Courses:

Course ID	<i>Title</i>	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials-Ornamental	3
HORT 106	Landscape CAD–Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials	
	Fundamentals	3
	Select one course from each Group	2-6

	Total Units for the Major	23-27
Group 1:		
HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape- Native Garden Design	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Horticulture Therapy	3
Group 2:		
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

†CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design program.

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.

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- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate landscape construction and maintenance skills based on principles of sustainability.
- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Core:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials-Ornamental	3
HORT 106	Landscape CAD–Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials	
	Fundamentals	3
	Choose one course from each Group	2-6

Total Units for the Major

22-27

	Total Units for the Major	23-27
Group 1:		
HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape Design-Native Garden	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Wellness Gardening	3
Group 2:		
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

†CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design program.

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.

ITEM: 5.7 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

STATUS

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. The schedule of events is included in Exhibit B.

Item Submitted By: Kathleen F. Burke, Chancellor

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION CCLC 2020 Effective	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
Trusteeship & Board Chair Workshops Sheraton Grand Sacramento, CA	1/24-1/26/20	\$1,724.00	None	
CCLC 2020 Annual Legislative Conference Sheraton Grand Sacramento, CA	1/26-1/27/20	\$1,419.00	None	

 ^{*} The figure in parentheses is the estimated number of nights lodging
 ** The amount listed includes estimated airfare, lodging, meals, and other expenditures

2020 Effective Trusteeship & Board Chair Workshops

Fri, Jan 24, 2020 to Sun, Jan 26, 2020 Sacramento Sheraton Grand Schedule-at-a-glance

Schedule-at-a-glance

The schedule is subject to change.

Friday, January 24

Registration Opens
Introduction to the Brown Act
Introduction to Roles & Responsibilities (NT)
Ethics (CE)
The CEO's Role in Campus Athletics (CE)
Special Reception for New Trustees

Saturday, January 25

7:30 a.m 7:00 p.m.	Registration Opens
8:00 a.m 11:30 a.m.	Effective Trusteeship
1:45 p.m 3:30 p.m.	Student Success and Equity (NT)
1:45 p.m 3:30 p.m.	Advanced Board Chair Topics (CE)
3:45 p.m 5:00 p.m.	Board's Role in Fiscal Policy (NT)
3:45 p.m 5:00 p.m.	College Promise Program (CE)
5:00 p.m 6:00 p.m.	Networking Reception
·	Dinner with CCCT Board Members and a message from ommunity College League of California

Sunday, January 26

7:00 a.m.	Registration Opens
7:30 a.m 8:15 a.m.	Breakfast General Session
8:15 a.m 10:15 a.m.	The Board/CEO Partnership: Making It Work

2020 Annual Legislative Conference

Sun, Jan 26, 2020 to Mon, Jan 27, 2020 Sacramento Sheraton Grand Schedule-at-a-glance

Schedule-at-a-glance

The schedule is subject to change.

Sunday, January 26

7:00 a.m.	Registration Opens
8:00 a.m 10:00 a.m.	League Board Meeting
10:30 a.m 11:30 a.m.	Concurrent Sessions
11:45 a.m 1:15 p.m.	General Session and Lunch
1:30 p.m 2:30 p.m.	Concurrent Sessions
2:45 p.m 3:45 p.m.	General Session
4:00 p.m 4:50 p.m.	Strategy Session
5:00 p.m 6:00 p.m.	Special Interest Meetings
6:00 p.m 7:30 p.m.	Networking Reception
7:00 p.m 8:00 p.m.	CEO SCFF Taskforce Meeting

Monday, January 27

7:30 a.m 12:00 p.m.	Registration Open
7:30 a.m 9:00 a.m.	Breakfast Buffet General Session
8:30 a.m 9:30 a.m.	Concurrent Sessions
9:45 a.m 10:45 a.m.	General Session and Keynote Speaker
11:00 a.m 11:45 a.m.	Legislator Town Hall Meeting
12:00 p.m 12:30 p.m.	Grab-n-Go Lunch

ITEM: 5.8 DATE: 10/28/19

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 September 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 September 30, 2019

General Fund		
Account Description	<u>From</u>	<u>To</u>
1000 Academic Salaries		\$314,707
2000 Classified Salaries	\$63,229	#447.00 5
3000 Fringe Benefits		\$117,065
4000 Books and Supplies 5000 Other Operating Expenses & Services	\$1,107,139	\$211,068
6000 Capital Outlay	φ1,107,139	\$548,777
7500 Student Financial Aid	\$20,799	φυ-τυ, τ τ τ
7600 Other Payments to Students	\$450	
Total Transfers - General Fund	\$1,191,617	\$1,191,617
Total Transloro Conoral Fana		
Capital Outlay Fund		
<u>Account</u> <u>Description</u>	<u>From</u>	<u>To</u>
2000 Classified Salaries		\$577,010
3000 Fringe Benefits		\$265,714
5000 Other Operating Expenses & Services 6000 Capital Outlay	\$877,724	\$35,000
·		
Total Transfers - Capital Outlay Fund	\$877,724	\$877,724
Associated Student Government - Saddleback College		
Account Description	From	<u>To</u>
4000 Books and Supplies	\$18,626	<u></u>
5000 Other Operating Expenses & Services	¥ 10,000	\$16,100
6000 Capital Outlay		\$2,526
Total Transfers - Associated Student Gov't SC	\$18,626	\$18,626
Associated Otestant Oceans were Institut Vellag Ochlana		
Associated Student Government - Irvine Valley College	Erom	To
Account Description 4000 Books and Supplies	<u>From</u>	<u>To</u>
4000 Books and Supplies 5000 Other Operating Expenses & Services	\$6,500	\$5,300
6000 Capital Outlay	φ0,500	\$1,200
Total Transfers - Associated Student Gov't IVC	\$6,500	\$6,500
Community Education - Saddleback College		
Account <u>Description</u>	<u>From</u>	<u>To</u>
2000 Classified Salaries		\$15,757
3000 Fringe Benefits	040 700	\$3,971
5000 Other Operating Expenses & Services	\$19,728	
Total Transfers - Community Education - SC	\$19,728	\$19,728
Total Transfers	\$2,114,195	\$2,114,195

DATE: 10/28/19

ITEM:

5.9

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 19-28 to

Amend FY 2019-2020 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 2019-2020 Adopted Budget.

General Fund

BFAP Student Financial Aid Administration, Saddleback	(\$117)
Mental Health Support, Irvine Valley	\$93,355
WIOA Adult Education ABE ELA El Civics, Saddleback	\$26,170
WIOA Adult Education ASE, Saddleback	(\$44,680)
Perkins Administration, Irvine Valley	\$11,605
Student Success Non-Credit, Irvine Valley	\$43,720
Institutional Innovation and Effectiveness Plan, Irvine Valley	\$200,000
2018-2019 Zero Textbook Cost MOU West Hills, Saddleback	\$2,000
Extended Opportunity Programs & Services (EOPS), Saddleback	\$54,686
CalWORKS, Saddleback	\$3,388
Extended Opportunity Programs & Services (EOPS), Irvine Valley	\$30,534
Temporary Assistance for Needy Families (TANF), Saddleback	\$333
Child Development Training Consortium, Saddleback	\$840
2018-2023 NSF INCLUDES Alliance, Saddleback	\$1,193,069
Total Increase to the General Fund	\$1,614,903

IVC Associated Student Government

Total Decrease to the IVC Associated Student Government Fund (\$91,330)

Total Budget Amendment \$1,523,573

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-28 to amend the FY 2019-2020 Adopted Budget as indicated in EXHIBIT A.

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

RESOLUTION NO. 19-28

October 28, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,523,573 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2019-2020 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>	Income Source	<u>Amount</u>
8100	Federal Revenue	\$1,186,497
8600	State Revenue	\$428,406
		\$1,614,903
Account	Expanditure Description	Amount
<u>Account</u> 1000	Expenditure Description Academic Salaries	\$53,068
2000	Classified Salaries	\$3,949
3000		\$43,805
	Fringe Benefits	\$28,624
4000	Books and Supplies	• •
5000	Other Operating Expenses & Services	\$1,454,083 \$840
7500	Student Financial Aid	•
7600	Other Payments to Students	\$30,534
		\$1,614,903
IVC Associated	Student Government	
<u>Account</u>	Income Source	<u>Amount</u>
8800	Local Revenue	(\$91,330)
Account	Expenditure Description	Amount
7900	Contingency	(\$91,330)
	5	
	Total Budget Amendment	\$1,523,573

BUDGET AMENDMENT FY 2019-2020

RESOLUTION NO. 19-28

October 28, 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 \$1,523,573 duly and regularly adopted by the said Board at a regular meeting thereof held on October 28, 2019.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of October 2019.
Kathleen F. Burke Secretary to the Board of Trustees

ITEM: 5.10 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: September 2019 Change Orders/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 order and amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

			Revised Total
Exhibit	Contractor Name/Description	Amendment	Contract
		Amount	Amount
Α.	Absolute International Security, Inc.	\$0	\$706,163.74
/ \.	Site Development Security Services	ΨΟ	φ100,100.74
	Agreement Amendment No. 01 – To add		
	necessary security clause regarding the Clery		
	Act.		
	ATEP		
В.	Little Diversified Architectural Consulting, Inc.	\$3,300.00	\$245,300.00
J.	PE Renovation Architectural Services	ψ5,500.00	Ψ2+0,000.00
	Agreement Amendment No. 01 – For a		
	Schematic Design Phase cost estimate.		
	Saddleback College		
C.	New Art Construction, Inc.	\$15,196.24	\$212,196.24
0.	Repair and Retrofit Locker Rooms CUPCCAA	Ψ10,100.24	ΨΖ1Ζ,130.24
	Agreement Change Order No. 02 – To		
	provide labor for locker assembly.		
	Irvine Valley College		

RECOMMENDATION

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

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



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated December 12, 2018 between Absolute International Security, Inc. and South Orange County Community College District for the Security Services at Advanced Technology and Education Park per proposal RFQ&P No. 24.

ABSOLUTE INTERNATIONAL SECURITY, INC. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Add clause: Security. The security services Contractor's personnel assigned to provide services while working at the any of the District's locations, are considered Campus Security Authorities by a Federal Law, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). As such, any employee of the Contractor who works at any location that is owned, leased or controlled by the District is required to immediately report any crime reported to him/her to the reporting structure of the institution, which is the College's Police Department. Immediately upon start of service, the security Contractor must add this requirement as part of its Standard Operating Procedures and shall ensure that this requirement is reviewed, observed and followed by the personnel/officers and supervisors who work on any site owned, leased or controlled properties of the District. Additionally, the Contractor must promptly share documentation of all incidents of crime reported to or observed by security Contractor's employees while performing duties as contemplated in this contract to assist the District with meeting the records retention requirements of the Clery Act.

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.

Absolute International Security, Inc.	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	
Signature of Authorized Representative	Signature of Authorized Representative	
Print Name: Lucy Lin	Print Name: Priya Jerome	
Print Title: President/QM	Print Title: Executive Director, Procurement	
Date: 09/24/2019	Date: 9/23/19 Email & Phone: 949-882-4680	
Email & Phone: llin@absolutesecurityintl.com (626) 858-7188		



AMENDMENT NO. 01 TO THE ARCHITECTURAL SERVICES AGREEMENT AT SADDLEBACK COLLEGE

THIS AMENDMENT shall modify the original agreement dated July 16, 2019, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Little Diversified Architectural Consulting, Inc. hereinafter referred to as "ARCHITECT"

WHEREAS, Article 11, paragraph 15 of the original agreement provides that said agreement may be amended only by a written amendment executed by both parties to the AGREEMENT:

WHEREAS, Article 6.1 states an agreement total lump sum fee of \$242,000;

WHEREAS, Prepare Schematic Design Phase cost estimate to analyze viability of options within the project budget in the amount of \$3,300

NOW, THEREFORE, the Parties agree as follows:

1. Original Contract Amount \$242,000 Amendment No. 1 \$ 3,300

Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

Total Contract Amount

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

Little Diversified Architectural Consulting, Inc	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BY:	BY:
Signature of Authorized Representative	Signature of Authorized Representative
Print Name: Rita Carter	Print Name: Priya Jerome
Print Title: Principal –in-Charge	Print Title: Executive Director- Procurement, Risk Mgmt
Date: 8.26.2019	Date: 9/12/19
Email & Phone: rita.carter@littleonline.com 949.698.1406	Email & Phone: pjerome@soccod.edu (949)582-4405

\$245,300



CUPCCAA CHANGE ORDER 02

PROJECT: IVC Repair and Retrofit Locker Rooms

DATED: August 14, 2019

CONTRACTOR: New Art Construction, Inc.

SOCCCD PROJECT MANAGER NAME: Anna	Petrossian
Contractor is hereby directed to provide th	e extra work necessary to comply with this Change Order.
DESCRIPTION OF CHANGE:_Provide labor to Reference New Art Construction, Inc. COR #42160 General Fund Restricted Continger	o assemble 90-lockers, owner added scope, not part of contract documents. #10, 08/05/2019, \$16,481.60. Costs to be paid from: Allowance: \$1,285.36, and cy: \$15,196.24.
COST (This cost shall not be exceeded):	
Original Contract Price:	\$ 197,000.00
Previous Contract Price:	\$ 197,000.00
Change Order Amount:	\$ 15,196.24
New Contract Amount:	\$ 212,196.24
TIME FOR COMPLETION	
Original Completion Date:	09/3 0 /2019
Time for Completion of Change Order:	0 Days
AND A SECURITY OF THE PROPERTY OF A SECURITY OF THE SECURITY O	09/3 0 /2019
New Completion Date:	03/30/2013
allowed under Article 5 of Field Services A Materials Agreement general Terms and C contract time, if any, set out in this Charcontract time due Contractor arising out of in this Change Order. It is understood that the District. No additional or deletions to this Change	ats. The amount of the charges under this Change Order is limited to the charges agreement general Terms and Conditions or Article 4 of Contract for Labor and conditions. The adjustment in the contract sum, if any, and the adjustment in the age Order shall constitute the entire compensation and/or adjustment in the the change in the work covered by this Change Order, unless otherwise provided this Change Order shall be effective when approved by the Governing Board of Order shall be allowed, except with written permission of District. Contractor bove as full and final settlement of any and all claims arising from this Change
This Change Order is hereby agreed to, acc	epted and approved.
CONSULTANT	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CPL C	
3.12	ative Signature of Authorized Representative
Signature of Authorized Represen	
Could's Polarious	Priya Jerome
Sarkis Babajani	
Name	Name Executive Director Procurement
	Name Executive Director, Procurement
Name	Name Executive Director, Procurement Title 9/6/19

SOCCCD CUPCCAA C/O Rev. 06.12.19

ITEM: 5.11 DATE: 10/28/19

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

In accordance with the provisions of the California Education Code, the following purchase orders are submitted to the Board of Trustees for ratification:

- 49 purchase orders \$5,000 and above amounting to \$2,144,886.46
- 526 purchase orders below \$5,000 amounting to \$343,649.05
- Combined total for all purchase orders is \$2,488,535.51

The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The District processed 1,530 checks in the amount of \$19,659,081.11 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 COMMUNITY COMMUNITY COLLEGE DISTRICT

South Orange County Community College District

Purchase Order Ratification (Supplier)

August 30, 2019 through October 6, 2019

P19408 Silv-Volke Networks, LLC	PO #	<u>Supplier</u>	Location	<u>Description</u>	<u>Amount</u>
P194298 BSN Sports LLC				•••	•
P193424 BSN Sports LLC		Blue Violet Networks, LLC			
P194298 SNS Sports LLC		· · · · · · · · · · · · · · · · · · ·	SC	··	
P194183 BSN Sports LC		•		· ·	
P194324 Carhsoft Technology Corp SOCCOD Nutanic hardware and Software for Network Refresh Upgrade - CMAS Board Approved 04/22/19 411,846.67 P194303 CDW Government LLC IVC Cloco Switches for Security Project - FCCC Board Approved 06/25/18 77,732.45 P194302 CDW Government LLC IVC Cloco Switches for Security Project - FCCC Board Approved 06/25/18 18,26.63 P194402 CDW Government LLC IVC Cloco Switches for Results Project - FCCC Board Approved 06/25/18 18,26.63 P194301 CDW Government LLC IVC Cloco Switches for Refresh - FCCC Board Approved 06/25/18 47,968.2 P194377 CDW Government LLC IVC Cloco Switches for Refresh - FCCC Board Approved 06/25/18 47,969.2 P194277 CDW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7,327.4 P194341 CDW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7,325.2 P194371 CDW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7,325.2 P194371 CDW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7,325.2 P194371 CDW Government LLC IVC ForeScout Hardware for FOreScout Hardware for ATEP - FCCC Board Approved 06/25/18 7,325.2 P194371 CDW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Floids 2,3887.76 P194305 Diversified Business Scrudes ForeScout Hardware for Data Centure UPS Units 2,3887.76 P194306 Diversified Business Scrudes ForeScout Hardware for Data Centure UPS Units 2,3887.76 P194307 EDW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Floids 2,3887.76 P194308 Forest Phymodo Sales		· · · · · · · · · · · · · · · · · · ·			
P194300 CDW Government LLC		· · · · · · · · · · · · · · · · · · ·		··	
P194303 CDW Coverment LLC		er .		· · · · · · · · · · · · · · · · · · ·	
P194902 CDW Government LLC	P194300	CDW Government LLC	SC	Lecterns for Classroom Technology Refresh Project Phase II - FCCC Board Approved 06/25/18	127,732.45
P194402 DW Government LLC SOCCO Sicco Switches for Refresh - PCCC Board Approved 06/25/18 59.111.73 P194301 DW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7.082.007.50 P194271 DW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7.082.007.50 P194301 DW Government LLC IVC ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18 7.182.29 P194301 DW Government LLC IVC Fullsu Scanners for Admission - FCCC Board Approved 06/25/18 7.182.29 P194301 DW Government LLC IVC Fullsu Scanners for Admission - FCCC Board Approved 06/25/18 7.182.29 P194301 DW Government LLC IVC Fullsu Scanners for Admission - FCCC Board Approved 06/25/18 7.182.29 P194301 DW Government LLC IVC Fullsu Scanners for Admission - FCCC Board Approved 06/25/18 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194301 DW Government LLC IVC Grounds Sweeping Machine to Maintain Renovated Fields 7.182.29 P194302 DW Government LLC IVC FURL PAPE	P194303	CDW Government LLC	IVC		70,399.11
P194301 CDW Government LLC	P194302		IVC	· · · · · · · · · · · · · · · · · · ·	61,826.63
Pista277 CDW Government LLC	P194402	CDW Government LLC	SOCCCD	Cisco Switches for Refresh - FCCC Board Approved 06/25/18	59,111.73
P19434 CDW Government LLC	P194301	CDW Government LLC	IVC	Lecterns for Classroom Technology Refresh Project Phase II - FCCC Board Approved 06/25/18	47,968.29
P194343 CDW Government LLC			IVC	ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18	26,007.50
P194314 Computer Protection Technology SOCCCD Replacement Batteries for Data Center UPS Units \$.235.172 P194315 Dismond A Equipment, LLC IVC Grounds Sweeping Machine Maintain Renovated Fields \$.235.876 P194215 Diversified Business Services IVC Outrach Supplies for Veterans Leaders Innovation Conference \$.768.85 P194318 EBSCO Subscription Services IVC Direach Supplies for Veterans Leaders Innovation Conference \$.788.02 P194119 FHEG Invine Valley College Bookstore IVC Blanket PO for Bookstore Vouchers for Promise Program PY 19-20 \$.000.000 P194150 GOBI Library Solutions IVC Blanket PO for Bookstore Vouchers for Promise Program PY 19-20 \$.000.000 P194150 GOBI Library Solutions IVC Blanket PO for Books for Library PY 19-20 \$.000.000 P194150 GOBI Library Solutions IVC Blanket PO for Books for Library PY 19-20 \$.000.000 P194350 Jarsey Mike's Subs SC Blanket PO for Books for Library PY 19-20 \$.000.000 P194360 Jarsey Mike's Subs SC Blanket PO for Abletic Team Meals Jarsey Mike's Subs SC Blanket PO for Abletic Team Meals \$.000.000 P194321 John Wiley & Sons SOCCCD Blanket PO for Abletic Team Meals \$.000.000 P1943321 John Wiley & Sons SOCCCD Blanket PO for Abletic Team Meals \$.000.000 P1943322 Jostens Inc. SC Jipiama Covers for Enrollment Services \$.000.000 P194339 Jostens Inc. SC Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18 \$.03.38.77 P194307 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 \$.03.38.77 P194308 Jostens Inc. SC Jipiama Covers for Enrollment Services \$.000.000 P194410 P19440 P19440	P194214	CDW Government LLC	SC	···	7,237.44
P194151 Diamond A Equipment, LLC IVC Grounds Sweeping Mechine to Maintain Renovated Fields 2,3,687.76 P1941261 Diversified Business Services IVC Outreach Supplies for Veteral Leaders Innovation Conference 5,768.85 P193907 Diversified Business Services IVC Promotional Materials for Promise Program 5,819.84 P194182 EBSCO Subscription Services SC Library Periodicals 7,890.23 P194191 FHEG Invine Valley College Bookstore IVC Blanket PO for Ebookstore Vouchers for Promise Program FY 19-20 80,000.00 P194382 Forest Plywood Sales SC Blanket PO for Ebooks for Library FY 19-20 25,000.00 P194308 Graybar Electric Company IVC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 Graybar Electric Company IVC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 John Wiley & Sons SC Blanket PO for Abhetic Team Meals Sons	P194343	CDW Government LLC	IVC	Fujitsu Scanners for Admissions - FCCC Board Approved 06/25/18	7,182.29
P194215 Diversified Business Services IVC Outreach Supplies for Veterans Leaders Innovation Conference 5,768,85 P194302 Diversified Business Services IVC Promotion Materials for Promise Program 5,2819,64 P19412 EBSCO Subscription Services SC Library Periodicals 7,890,29 P19412 FHEG Invine Valley College Bookstore IVC Blanket PO for Bookstore Vouchers for Promise Program FY 19-20 80,000,00 P194382 Fried File Valley College Bookstore IVC Blanket PO for Lumber and Materials for Fine Arts Theater Season FY 19-20 6,000,00 P194383 Fried File Valley College Bookstore IVC Blanket PO for Lumber and Materials for Fine Arts Theater Season FY 19-20 25,000,00 P194304 Graybar Electric Company IVC Blanket Replacements Ferplacements Fer	P194314	Computer Protection Technology	SOCCCD	Replacement Batteries for Data Center UPS Units	5,235.12
P193097 Diversified Business Services IVC Promotional Materials for Promise Program 5,319.64			IVC	Grounds Sweeping Machine to Maintain Renovated Fields	23,687.76
P1941812 EBSCO Subscription Services SC	P194215		IVC	Outreach Supplies for Veterans Leaders Innovation Conference	5,768.85
PH94191 FHEG Irvine Valley College Bookstore IVC Blanket PO for Bookstore Vouchers for Promise Program FY 19-20 6,000,000 P194308 Forest Phywood Sales SC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 Graybar Electric Company IVC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 Graybar Electric Company IVC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 Graybar Electric Company IVC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 P193846 Jersey Mike's Subs SC Blanket PO for Althetic Team Meals 5,500.00 P194321 John Wiley & Sons SOCCCD Blanket PO for Althetic Team Meals 5,500.00 P194324 John Wiley & Sons SOCCCD Blanket PO for Submit Services 6,101.95 P193945 Laerdal Medical Corporation SC Diploma Covers for Enrollment Services 6,101.95 P194324 Laerdal Medical Corporation SC Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18 6,235.45 P194420 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,338.77 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,338.77 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,338.77 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,381.77 P194207 Pacwest Air Fitter, LC SC P194404 P1	P193907	Diversified Business Services	IVC	Promotional Materials for Promise Program	5,319.64
Pigs Prosest Plywood Sales SC Blanket PO for Lumber and Materials for Fine Arts Theater Season FY 19-20 5,000.00 Pigs Pigs Script VC Blanket PO for Books for Library FY 19-20 5,000.00 Pigs Script VC Ballast Replacements 6,928.92 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 Pigs Script VC Blanket PO for Equal Employment Opportunity 10,322.32 Pigs Pigs Value Free Appared Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,333.75 Pigs Pigs Value Free Appared VC Blanket PO for Student Life/ASG Apparel Fy 19-20 5,000.00 Pigs Pigs Value Free Apparel VC Blanket PO for Student Life/ASG Apparel Fy 19-20 5,000.00 Pigs Pigs Pacific Coachways Charter Services, Inc. VC Blanket PO for Student Life/ASG Apparel Fy 19-20 5,000.00 Pigs Pigs Pacific Coachways Charter Services, Inc. VC Bus Transportation for the Fall 2019 Student Leadership Retreat 8,383.50 Pigs	P194182	EBSCO Subscription Services	SC	Library Periodicals	7,890.29
P194150 GOBI Library Solutions IVC Blanket PO for Books for Library FY 19-20 25,000.00 P194308 Gorybar Electric Company IVC Ballast Replacements 6,926.92 F194321 John Wiley & Subs SC Blanket PO for Athletic Team Meals 5,500.00 P194384 John Wiley & Sons SOCCCD Blanket PO for Athletic Team Meals 5,500.00 P194394 John Wiley & Sons SOCCCD Blanket PO for Athletic Team Meals 5,500.00 P194395 John Wiley & Sons SOCCCD Blanket PO for Athletic Team Meals 5,500.00 P194396 John Wiley & Sons SOCCCD Blanket PO for Athletic Team Meals 5,500.00 P194397 Laerdal Medical Corporation SC Diploma Covers for Enrollment Services 6,101.95 P194397 Laerdal Medical Corporation SC Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18 62,353.45 P194397 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,338.77 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 26,812.79 P194390 Live Free Apparel IVC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 26,812.79 P194410 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 26,812.79 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 26,812.79 P194391 Main Graphics IVC Printing of Books for the Veteran Leaders Innovation Conference 5,057.99 P194408 Pacific Coachways Charter Services, Inc. IVC Bus Transportation for the Fall 2019 Student Leadership Retreat 8,333.50 P194207 Pacwest Air Filter, LLC SC SC HVAC Parts and Supplies SC Medical Assistant Supplies Sc	P194191	FHEG Irvine Valley College Bookstore	IVC	· · · · · · · · · · · · · · · · · · ·	800,000.00
P194308 Graybar Electric Company IVC Ballast Replacements 6,926.92 P19408 Graybar Electric Company IVC AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03 15,676.05 P194321 John Wiley & Sons SCCCD Books for Equal Employment Opportunity 10,362.32 John Wiley & Sons SCCCD Books for Equal Employment Opportunity 10,362.32 P194394 Jostens Inc. SC Diploma Covers for Enrollment Services 6,101.95 P193967 Laerdal Medical Corporation SC Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18 62,353.45 P194435 Laerdal Medical Corporation SC SimBabty for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 50,338.77 P193999 Live Free Apparel IVC Blanket PO for Student Life/ASG Apparel FY 19-20 5,000.00 P194413 Main Graphics IVC Blanket PO for Student Life/ASG Apparel FY 19-20 5,007.09 P194420 Pacines Air Filter, LLC SC HVC Printing of Books for the Veteran Leaders Innovation Conference 5,057.99 P194207 Paconest Air Filter, LLC SC HVC Printing of Books for the Veteran Leaders Innovation Conference 14,657.59 P194399 Paton Group SC JD Printers for Manufacturing and Industrial Technology Program 56,000.10 P194386 Pocket Nurse Enterprises, Inc. SC Headwalls for Nursing Skills Lab P194217 Pocket Nurse Enterprises, Inc. SC Headwalls for Nursing Skills Lab P194221 Pocket Nurse Enterprises, Inc. SC Headwalls for Nursing Skills Lab P194399 Southern California News Group IVC Printing & Maling of Fall 2019 Community Education and Emeritus Institute Brochure 5,429.54 P194217 Study in the USA, Inc. SC Study in the USA Online Advertisement for International Student Office 5,050.00 P194223 Systems Source, Inc. SC Locking Cabinets for Student Healt Center Food Pantry 40,429.54 P194129 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 6,715.76 P194010 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 6,715.76 P194010 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 6,715.76	P193882	Forest Plywood Sales	SC	Blanket PO for Lumber and Materials for Fine Arts Theater Season FY 19-20	6,000.00
P194058 GST	P194150	GOBI Library Solutions	IVC	Blanket PO for Books for Library FY 19-20	25,000.00
P194321 John Wiley & Sons SCCCD Blanket PO for Athletic Team Meals 5,500.00 P194321 John Wiley & Sons SCCCD Diploma Covers for Enrollment Services 6,101.352.32 P194394 Jostens Inc. SC Diploma Covers for Enrollment Services 6,101.95 P193967 Laerdal Medical Corporation SC Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18 62,353.45 P194405 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 52,332.77 P194207 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 52,332.77 P19407 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 52,812.77 P19407 Laerdal Medical Corporation SC Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18 52,812.79 P193999 P194411 Main Graphics IVC Blanket PO for Student Life/ASG Apparel FY 19-20 5,000.00 P194411 Main Graphics IVC Blanket PO for Student Leaders Innovation Conference 5,000.00 P194007 Pacomest Air Filter, LLC SC HVAC Parts and Supplies 14,657.59 P340427 Paton Group SC 3D Printers for Manufacturing and Industrial Technology Program 56,000.01 P193887 Pitney Bowes, Inc. SC Headwalls for Nursing Skills Lab 1,599.95 P0648 Nurse Enterprises, Inc. SC Headwalls for Nursing Skills Lab 1,599.95 P0648 Nurse Enterprises, Inc. SC Medical Assistant Supplies 50,000.00 P193991 Schi Computer Products SC HP Laptops for CalWORKs Program per Board Resolution No. 18-07 14,999.45 P1944127 Study in the USA, Inc. SC Sc Study in the USA Online Advertisement for International Student Office 5,050.00 P194029 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 9,276.20 P194040 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 9,276.20 Water Jet Cutter for Manufacturing and Industrial Technology Program 6,15,157.60 P194040 WAXIE Sanitary Supply SC Custodial Supplies - FCCC Board Approved 06/25/18 9,276.20 P194040 WAXIE Sanitary Supply	P194308	Graybar Electric Company	IVC	·	6,926.92
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P194263 Xerox Corporation SC Blanket PO for FMO Copier Maintenance FY 19-20 5,000.00				· · · · · · · · · · · · · · · · · · ·	
	P194263	Xerox Corporation	SC	Blanket PO for FMO Copier Maintenance FY 19-20	5,000.00

49 Purchase Orders \$5,000 and Above	2,144,886.46
526 Purchase Orders Under \$5,000	343,649.05
Total Purchase Orders	2,488,535.51

South Orange County Community College District



Purchase Order Ratification (Amount)

August 30, 2019 through October 6, 2019

PO #	<u>Supplier</u>	Location	<u>Description</u>	<u>Amount</u>
P194191	FHEG Irvine Valley College Bookstore	IVC	Blanket PO for Bookstore Vouchers for Promise Program FY 19-20	800,000.00
P194324	Carahsoft Technology Corp	SOCCCD	Nutanix hardware and Software for Network Refresh Upgrade - CMAS Board Approved 04/22/19	411,846.67
P194300	CDW Government LLC	SC	Lecterns for Classroom Technology Refresh Project Phase II - FCCC Board Approved 06/25/18	127,732.45
P194303	CDW Government LLC	IVC	Cisco Switches for Security Project - FCCC Board Approved 06/25/18	70,399.11
P193967	Laerdal Medical Corporation	SC	Manikins for Nursing Skills Lab Simulation Training - FCCC Board Approved 06/25/18	62,353.45
P194302	CDW Government LLC	IVC	Lenovo Laptops for Computer Refresh - FCCC Board Approved 06/25/18	61,826.63
P194402	CDW Government LLC	SOCCCD	Cisco Switches for Refresh - FCCC Board Approved 06/25/18	59,111.73
P194192	Paton Group	SC	3D Printers for Manufacturing and Industrial Technology Program	56,000.16
P194435	Laerdal Medical Corporation	SC	SimBaby for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18	50,338.77
P194301	CDW Government LLC	IVC	Lecterns for Classroom Technology Refresh Project Phase II - FCCC Board Approved 06/25/18	47,968.29
P194082	Blue Violet Networks, LLC	IVC	Panic Buttons for Access Control Project - CMAS Board Approved 06/25/18	29,633.71
P194207	Laerdal Medical Corporation	SC	Manikins for Paramedic/EMS Simulation Training - FCCC Board Approved 06/25/18	26,812.79
P194277	CDW Government LLC	IVC	ForeScout Hardware for ATEP - FCCC Board Approved 06/25/18	26,007.50
P194150	GOBI Library Solutions	IVC	Blanket PO for Books for Library FY 19-20	25,000.00
P194151	Diamond A Equipment, LLC	IVC	Grounds Sweeping Machine to Maintain Renovated Fields	23,687.76
P194058	GST	IVC	AV Equipment for Classroom Technology Refresh Project Phase II per Board Resolution #19-03	15,676.05
P194299	BSN Sports LLC	SC	Baseball Team Uniform Supplies	14,999.95
P193991	Sehi Computer Products	SC	HP Laptops for CalWORKs Program per Board Resolution No. 18-07	14,989.45
P194270	Pacwest Air Filter, LLC	SC	HVAC Parts and Supplies	14,657.59
P194221	Pocket Nurse Enterprises, Inc.	SC	Headwalls for Nursing Skills Lab	11,599.95
P194321	John Wiley & Sons	SOCCCD	Books for Equal Employment Opportunity	10,352.32
	Anixter Inc.	IVC	Supplies for First Responder Rapid Access	9,905.89
P194129	WAXIE Sanitary Supply	SC	Custodial Supplies - FCCC Board Approved 06/25/18	9,276.20
P194016	WAZER Inc.	SC	Water Jet Cutter for Manufacturing and Industrial Technology Program	8,639.72
P194208	Pacific Coachways Charter Services, Inc.	IVC	Bus Transportation for the Fall 2019 Student Leadership Retreat	8,383.50
P193887	Pitney Bowes, Inc.	SOCCCD	Digital Mail System for Processing USPS Mail	8,070.12
P194182	EBSCO Subscription Services	SC	Library Periodicals	7,890.29
P194214	CDW Government LLC	SC	QNAP Network Storage Device for Server Refresh - FCCC Board Approved 06/25/18	7,237.44
P194343	CDW Government LLC	IVC	Fujitsu Scanners for Admissions - FCCC Board Approved 06/25/18	7,182.29
P193854	Pocket Nurse Enterprises, Inc.	SC	Medical Assistant Supplies	7,167.47
P194308	Graybar Electric Company	IVC	Ballast Replacements	6,926.92
P194223	Systems Source, Inc.	SC	Locking Cabinets for Student Health Center Food Pantry	6,854.83
P194371	WAXIE Sanitary Supply	SC	Custodial Supplies - FCCC Board Approved 06/25/18	6,715.76
P193844	BSN Sports LLC	IVC	Basketball Team Uniform Supplies	6,660.40
	BSN Sports LLC	IVC	Baseball Team Uniform Supplies	6,582.73
	W. W. Grainger, Inc.	SC	Plumbing and HVAC Parts and Supplies - FCCC Board Approved 06/25/18	6,401.68
P194394	Jostens Inc.	SC	Diploma Covers for Enrollment Services	6,101.95
	Forest Plywood Sales	SC	Blanket PO for Lumber and Materials for Fine Arts Theater Season FY 19-20	6,000.00
	Diversified Business Services	IVC	Outreach Supplies for Veterans Leaders Innovation Conference	5,768.85
P194183		SC	Basketball Team Uniform Supplies	5,533.80
P193846	·	SC	Blanket PO for Athletic Team Meals	5,500.00
	· · · · · · · · · · · · · · · · · · ·	IVC	Printing & Mailing of Fall 2019 Community Education and Emeritus Institute Brochure	5,429.54
P193907	·	IVC	Promotional Materials for Promise Program	5,319.64
P194314		SOCCCD	Replacement Batteries for Data Center UPS Units	5,235.12
P194413		IVC	Printing of Books for the Veteran Leaders Innovation Conference	5,057.99
P194127	Study in the USA, Inc.	SC	Study in the USA Online Advertisement for International Student Office	5,050.00
P193999	Live Free Apparel	IVC	Blanket PO for Student Life/ASG Apparel FY 19-20	5,000.00
P193923	Repro Xpress	SOCCCD	Blanket PO for Printing of Plans	5,000.00
P194263	Xerox Corporation	SC	Blanket PO for FMO Copier Maintenance FY 19-20	5,000.00
. 10 1200	Action Corporation		Diametri & 18.7 mo Copior maintenanco i i 10 20	0,000.00

49 Purchase Orders \$5,000 and Above	2,144,886.46
526 Purchase Orders Under \$5,000	343,649.05
Total Purchase Orders	2,488,535.51



South Orange County Community College District

Check Ratification

August 30, 2019 through October 6, 2019

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,291	13,492,862.41
07 IVC Community Education	5	11,732.60
09 SC Community Education	18	240,437.48
12 Child Development	6	58,879.58
40 Capital Outlay	144	5,277,454.74
68 Self Insurance	9	6,685.52
71 Retiree Benefit	2	502,551.26
95 SC Associated Student Government	15	11,735.24
96 IVC Associated Student Government	40	56,742.28
Total	1,530	19,659,081.11

ITEM: 5.12 DATE: 10/28/19

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 less than \$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 August 23, 2019 through September 26, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 118 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

TOTAL	118		\$1,588,135.72
N/A	50	Under \$5,000	\$86,276.26
С	5	≤\$15,000 to <\$200,000	\$304,596.40
В	9	\$ Zero Value	\$0.00
Α	54	≤\$5,000 to <\$200,000	\$1,197,263.06
EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL

RECOMMENDATION

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

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



August 23, 2019 through September 26, 2019 Contracts with Values between \$5,000 and \$200,000 Board Date: October 28, 2019

CONTRACTOR NAME

CONTRACT AMOUNT

ArbiterSports, LLC	\$165,000.00
User Agreement – To provide game officials for various athletic events	
utilizing an online web-based system from 8/6/2019 to 6/30/2022.	
Irvine Valley College	
Environment Planning Development Solutions, Inc.	\$140,000.00
Professional Services Agreement (Amend No. 1) – To increase contract	
value by \$80,000 for additional compliance services related to ATEP site	
development and to extend term by 12 months through 11/26/2020.	
District Services	
Computerland of Silicon Valley	\$103,909.50
Software License Agreement – Renewal of Adobe Creative Cloud	
subscription from 8/1/2019 to 7/31/2022.	
Irvine Valley College	
CollegeSource, Inc.	\$60,300.00
Consulting Services Agreement – To provide degree audit services from	
9/3/2019 to 6/30/2020.	
Irvine Valley College and Saddleback College	
McKnight & Associates, Inc.	\$55,000.00
Professional Services Agreement – To provide classification and	
compensation training for Human Resources employees from 8/3/2019	
to 6/30/2020.	
District Services	
Medical Billing Technologies	\$50,000.00
Professional Services Agreement (Amend No. 1) – To increase contract	
value by \$40,000 from current agreement amount of \$10,000 for Health	
Center billing services and to extend contract for another three years	
through 6/30/2022.	
Irvine Valley College	
RP Group	\$41,800.00
Professional Services Agreement – To provide data collection and	
evaluation services for the Veterans Resource Center Innovation Grant	
from 7/30/2019 to 6/30/2020.	
Irvine Valley College	

HPI Architecture Architectural Services Agreement – To award Phase II of the contract for \$30,000 as stated in the current agreement for design services for the Audio Visual Projector Replacement Project at Saddleback College and Irvine Valley College through 12/31/2019. Phase 1 of the contract was approved by the Board on 1/22/2019. District Services CDW Government, LLC	\$30,000.00 \$27,746.00
Software License Agreement – Annual renewal of Symantec Essential Endpoint security software from 7/13/2019 to 7/12/2020. District Services	
WSP USA, Inc. Labor Compliance Service Agreement (Amend No. 1) – To increase contract value by \$8,820 from current agreement amount of \$16,020 for additional labor compliance services for the IVC Health Center-Concession Project and to effectuate name change from Parsons Brinkerhoff, Inc. through 5/15/2020. District Services	\$24,840.00
TechSmith Corporation Software License Agreement – Renewal of Camtasia video production application from 7/18/2019 to 7/18/2022. Irvine Valley College	\$23,556.96
CliftonLarsonAllen, LLP Professional Services Agreement – To provide security assessment and consulting for IT department from 7/23/2019 to 9/30/2019. District Services	\$22,500.00
ARTime, LLC Educational Services Agreement – To provide art classes for the Community Education program from 9/3/2019 to 8/30/2020. Saddleback College	\$20,000.00
Douglas Westlake Independent Contractor Agreement – To provide piano and harpsichord tuning and repair services for the Music department from 8/29/2019 to 6/30/2021.	\$18,000.00
Saddleback College	
WSP USA, Inc. Labor Compliance Service Agreement (Amend No. 1) – To increase contract value by \$4,670 from current agreement amount of \$12,740 for additional labor compliance services for the IVC New Parking Lot and Solar Shade Project and to effectuate name change from Parsons Brinkerhoff, Inc. through 11/15/2019.	\$17,410.00
District Services	

	rage 3 or
Glacier Communications, Inc.	\$16,700.00
Independent Contractor Agreement – To install advertising banners at	
local area high schools from 10/4/2019 to 6/5/2020.	
Irvine Valley College	
Dick Vosper Broadcast Services	\$14,999.00
Independent Contractor Agreement – To provide maintenance and	Ψ1-1,000.00
repair services for KSBR-FM radio station from 7/1/2019 to 6/30/2020.	
Saddleback College	
R2A Architecture	\$14,868.00
Architectural Services Agreement – To provide design services for Radio	
Station Antennas Fixed Mounting Project from 7/15/2019 to 1/15/2020.	
Saddleback College	
VenTek International	\$14,676.00
Software License Agreement – Renewal of software for automated	,
parking stations from 9/1/2019 to 8/31/2021.	
Saddleback College	
	\$44.040.45
International Business Machines Corporation	\$14,610.45
Software License Agreement – Renewal of SPSS Statistics software for	
statistical analysis from 8/2/2019 to 8/31/2020.	
Saddleback College	
Walter P. Moore and Associates, Inc.	\$14,500.00
Professional Services Agreement – To investigate concrete conditions	
to determine scope of repair at the Learning Resource Center from	
10/1/2019 to 10/1/2020.	
Saddleback College	
Steris Corporation	\$14,316.75
Independent Contractor Agreement – Annual preventative maintenance	
of autoclaves from 9/1/2019 to 8/31/2020.	
Irvine Valley College	
Haitbrink Asphalt Paving, Inc.	\$13,130.00
Field Services Agreement (Change Order No. 1) – To increase contract	Ψ10,100.00
value by \$1,190 from current agreement amount of \$11,940 for	
additional demolition services through 9/19/2019.	
Irvine Valley College	
Coast Fitness	\$12,600.00
	φ ι Ζ,000.00
Independent Contractor Agreement – Preventative maintenance and	
repair of fitness equipment from 8/1/2019 to 7/31/2022.	
Saddleback College	
PrestoSports, LLC	\$11,595.00
Technology Services Agreement – Website redesign, maintenance	
support, and hosting services for Athletics department from 9/1/2019 to	
8/31/2022.	

Dell, Inc.	
Professional Services Agreement – For as-needed consulting services to support Virtual Desktop Infrastructure from 6/3/2019 to 10/3/2019.	\$11,500.00
District Services	
White Mechanical, Inc.	\$11,179.00
Field Services Agreement – To install exhaust ducting in kilns for the Fine Arts department from 9/30/2019 to 10/30/2019.	
Saddleback College	
Valsoft Corporation	\$10,560.00
Software License Agreement – Annual renewal of SARS Anywhere appointment scheduling software from 7/1/2019 to 6/30/2020. Irvine Valley College	
VFS Fire and Security Services	\$10,390.00
Field Services Agreement – To provide fire sprinkler inspection and testing services from 9/1/2019 to 6/30/2020.	
Irvine Valley College	
Strata Information Group Professional Services Agreement – To provide business process	\$10,200.00
consulting services related to customer relationship management specific to student life cycles from 9/1/2019 to 8/31/2020. District Services	
Baby's Burgers Catering Services Agreement – To provide food for various Student Life and Student Equity events from 8/6/2019 to 6/30/2020. Irvine Valley College - ASIVC	\$10,000.00
Essence Entertainment	\$10,000.00
Independent Contractor Agreement – To provide musicians for Music department events from 9/1/2019 to 6/30/2020.	
Irvine Valley College	
GrassRoots Athletics Educational Services Agreement – To provide athletic classes for the Community Education program from 8/1/2019 to 8/31/2022. Saddleback College	\$10,000.00
Green Truck, Inc.	\$10,000.00
Catering Services Agreement – To provide food for various Student Life and Student Equity events from 8/5/2019 to 6/30/2020.	
Irvine Valley College - ASIVC	
Jillian Ventrone Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$5,000 from current agreement amount of \$5,000 for additional consulting services for the Wellness and Veterans department through 6/30/2020.	\$10,000.00

Two Evil Geniuses dba Global Protection Group, Inc. Independent Contractor Agreement – To provide security services for off-site football games from 9/1/2019 to 12/18/2019.	\$10,000.00
Saddleback College	
Scantron Corporation	\$9,142.00
Software License Agreement – Annual renewal of test scoring software from 9/1/2019 to 8/31/2020.	
Saddleback College	
<u>Julius A. Ibanez</u> Professional Services Agreement – To oversee medical aspects of the	\$9,000.00
Paramedic program from 9/6/2019 to 6/30/2022. Saddleback College	
Kurzweil Education, Inc.	\$9,000.00
Software License Agreement – Renewal of accessibility software for online learning from 8/29/2019 to 8/28/2022.	
Irvine Valley College	
FranklinCovey Client Sales, Inc. Independent Contractor Agreement – To provide professional development training for Business Sciences department staff on 8/25/2019.	\$8,950.00
Irvine Valley College	
Pro Technology Automation, Inc. Software License Agreement – Annual renewal of JetTrac DocOrigin, a	\$8,793.40
document generation software, from 8/1/2019 to 7/31/2020.	
District Services	
CDW-G Software License Agreement – Annual renewal of VMware subscription from 8/1/2019 to 7/31/2020.	\$8,740.00
District Services	
Emcor Services, Mesa Energy Systems, Inc. Field Services Agreement – For maintenance of HVAC automation system from 9/20/2019 to 6/30/2020.	\$8,685.00
Irvine Valley College	
Ambassador Ventures, LLC dba Fast Signs Independent Contractor Agreement – For the fabrication and installation of video surveillance signs throughout campus from 9/19/2019 to 12/19/2020. Irvine Valley College	\$8,286.00
BCH Waterworks	\$8,100.00
Independent Contractor Agreement – To provide aquarium maintenance services for the Child Development Center from 7/1/2019 to 6/30/2024. Saddleback College	, , , , , , , , , , , , , , , , , , , ,

	9
Essence Entertainment Independent Contractor Agreement – To provide musicians for Theatre	\$8,000.00
Arts department events from 8/1/2019 to 6/30/2020.	
Irvine Valley College	
IKI, Inc.	\$8,000.00
Educational Services Agreement – To provide music classes for the	
Community Education program from 10/1/2019 to 9/30/2022.	
Saddleback College	
Georgia Tech Research Corporation	\$7,875.00
Software License Agreement – Annual renewal of student management	
software for Disabled Students Programs and Services from 4/1/2019 to	
3/31/2020.	
Irvine Valley College	
H2 Environmental Consulting Services, Inc.	\$7,520.00
Environmental Consultant Services Agreement (Change Order No. 1) –	
No-cost revision to extend term by 180 days for the PE Renovation	
Project through 4/19/2020.	
District Services	
Arrow Parking Lot Service, Inc.	\$7,500.00
Field Services Contract (Change Order 1) – No-cost revision to extend	
term by 41 days for Lot 5 Parking Lot Restriping Project through	
9/30/2019.	
Irvine Valley College	
Bumpin Ballroom	\$7,000.00
Educational Services Agreement (Amend No. 1) – To increase contract	
value by \$2,500 from current agreement amount of \$4,500 for additional	
dance classes for the Community Education program through	
12/20/2019.	
Saddleback College	
Tustin Ranch Golf Club	\$6,340.00
Facility Use Agreement – To provide use of location for the men's golf	
team from 8/30/2019 to 3/18/2020.	
Irvine Valley College	
Libros Media Ltd.	\$5,395.00
Software License Agreement – Renewal of Language Lab instructional	
software from 9/1/2019 to 8/31/2021.	
Saddleback College	
Underground Service Company	\$5,050.00
Field Services Agreement – To provide excavation for the Central Plant	
Field Services Agreement – To provide excavation for the Central Plant Utility Pothole Project from 10/1/2019 to 2/1/2020.	



August 23, 2019 through September 26, 2019 Contracts with Value of \$0 Board Date: October 28, 2019

CONTRACTOR NAME

CONTRACT AMOUNT

Alaha Faat & Ankla Associates	\$0.00
Aloha Foot & Ankle Associates	φυ.υυ
Clinical Affiliation Agreement – To provide clinical site for students enrolled	
in the Medical Assisting program from 8/29/2019 to 8/28/2021.	
Saddleback College	
Atria Crestavilla	\$0.00
Facility Use Agreement – Location use for Emeritus classes from 8/30/2019	
to 8/29/2024.	
Saddleback College	
California State University Long Beach	\$0.00
Student Field Work/Observation Agreement – For external student to train in	
the Division of Kinesiology and Athletics from 8/1/2019 to 8/1/2024.	
Saddleback College	
City of Dana Point	\$0.00
Facility Use Agreement – Location use of Dana Point Community Center for	Ψ0.00
Emeritus classes from 8/19/2019 to 12/31/2019.	
Saddleback College	
City of Dana Point	\$0.00
Facility Use Agreement – Location use of Dana Point Community Center for	
Emeritus classes from 1/1/2020 to 12/31/2020.	
Saddleback College	
Laguna Beach United Methodist Church	\$0.00
Facility Use Agreement – Location use for Emeritus classes from 8/19/2019	
to 12/18/2019.	
Saddleback College	
Pacific Foot & Ankle Center, Inc.	\$0.00
Clinical Affiliation Agreement – To provide clinical site for students enrolled	ψ0.00
in the Medical Assisting program from 8/19/2019 to 8/18/2021.	
Saddleback College	# 0.00
St. George's Episcopal Church	\$0.00
Facility Use Agreement – Location use for Emeritus classes from 5/29/2019	
to 5/28/2022.	
Saddleback College	
The Chicago School of Professional Psychology	\$0.00
Student Field Work Agreement – For external students to train with the	
Student Health Center from 5/1/2019 to 6/30/2023.	
Saddleback College	
2.0.0	



August 23, 2019 through September 26, 2019

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

Board Date: October 28, 2019

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
New Art Construction, Inc. Field Services Agreement – To repair and retrofit locker rooms in PE100. Irvine Valley College	1 No cost.	\$197,000.00	N/A	N/A	To extend completion date by 45 days.
ACCO Engineered Systems Field Services Agreement – To replace cooling tower and fan drive in PH4. Irvine Valley College	N/A	\$45,254.00	3	3	Contract awarded to lowest responsive, responsible bidder.
Otero Construction, Inc. Field Services Agreement – To renovate the Community Education Center and Student Activity Center. Irvine Valley College	1 \$1,646.40	\$23,146.40	N/A	N/A	To provide labor and materials for drywall repair.
GMS Elevator Services Field Services Agreement – To provide annual elevator maintenance. Irvine Valley College	N/A	\$20,700.00	3	2	Contract awarded to lowest responsive, responsible bidder.

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy Field Services Agreement – To install a Variable Frequency Drive (VFD) for PH2 and isolate and disassemble existing Multi- Purpose Valve (MPV) for PH5.	1 No cost.	\$18,496.00	N/A	N/A	To extend completion date by 16 days.
Irvine Valley College					

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 6.1

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP – CEQA Addendum and Project Approval Public

Hearing

ACTION: Public Hearing

BACKGROUND

The purpose of the public hearing is to consider public comments regarding the Board's proposed actions:

- 1. Certification of an Addendum to the Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR); and,
- Approval of the Ground Lease Between SOCCCD, as landlord, and ACS Development Group, Inc., a California corporation (ACS), as tenant (Ground Lease) that permits the construction of a single 2-story, 50,000 square feet medical office building on a site owned by SOCCCD at ATEP in the City of Tustin.

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, as well as published in a local newspaper.

<u>STATUS</u>

The Board of Trustees will conduct a public hearing to consider public comments on the Addendum to the FEIS/EIR and the Ground Lease.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.2 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP - Adopt Resolution No. 19-26, Certification of the

Addendum to the Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR)

ACTION: Approval

BACKGROUND

The Board of Trustees is required by the California Environmental Quality Act (CEQA) to consider the potential environmental impacts of its potential action to approve the Ground Lease between SOCCCD, as landlord, and ACS Development Group, Inc., a California corporation (ACS), as tenant (Ground Lease). The project consists of the construction of a single 2-story, 50,000 square feet medical office building on a site owned by SOCCCD at ATEP in the City of Tustin (City). The project would include infrastructure improvements such as parking areas, underground utility line connections, landscaping, new access driveways on Hope Drive and Victory Road, and possibly a parking agreement between ACS and SOCCCD.

STATUS

Based on the analysis in the Environmental Initial Study and Checklist, SOCCCD determined that: (1) the potential impacts of the project were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines applies; (2) the project will not have any effects that are not already examined in the FEIS/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 area be made worse as a result of implementing the project; (3) all feasible mitigation measures identified in the FEIS/EIR that are applicable to the project are incorporated into subsequent actions that SOCCCD commits to require ACS fully implement; (4) pursuant to CEQA Guidelines Section 15168, subdivision (c), there are no new effects that could occur; and, (5) there is no information indicating that the City should implement a different alternative to the City's Specific Plan or that a different alternative is feasible.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-26 (EXHIBIT A) approving the certification of the CEQA Addendum to the Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR).

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

RESOLUTION NO. 19-26

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
(SOCCCD) APPROVING THE ENVIRONMENTAL ANALYSIS CHECKLIST
(ADDENDUM) DATED OCTOBER 2019 TO THE
FINAL JOINT PROGRAM ENVIRONMENTAL IMPACT
STATEMENT/ENVIRONMENTAL IMPACT REPORT FOR THE
DISPOSAL AND REUSE OF THE MCAS TUSTIN
AND THE MCAS TUSTIN SPECIFIC PLAN/REUSE PLAN PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR
THE APPROVAL OF THE GROUND LEASE BETWEEN SOCCCD,
A PUBLIC AGENCY, AS LANDLORD, AND
ACS DEVELOPMENT GROUP, INC., A CALIFORNIA CORPORATION,
AS TENANT, AND RELATED PROJECT COMPONENTS

1. RECITALS.

WHEREAS, the City of Tustin ("City") and the United States Department of Navy ("Navy") completed a joint planning document for reuse of the former Marine Corps Air Station ("MCAS Tustin") called the "MCAS Tustin Specific Plan/Reuse Plan" dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

WHEREAS, the City and the Navy completed a Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Reuse Plan dated October 1996, as amended by the Errata dated September 1998 ("Initial FEIS/EIR") pursuant to the National Environmental Policy Act ("NEPA") and California Environmental Quality Act ("CEQA"). According to the Initial FEIS/EIR, section 1.5.2, the Initial FEIS/EIR serves as a program environmental impact report and is intended to be used as the CEQA compliance document for all public and private actions taken to, or in furtherance of, the MCAS Tustin Reuse Plan; and,

WHEREAS, the South Orange County Community College District ("SOCCCD" or "District") reviewed drafts of the MCAS Tustin Reuse Plan, the Initial FEIS/EIR, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and,

WHEREAS, the Initial FEIS/EIR was certified as adequate and complete under CEQA, and the Initial FEIS/EIR, along with the Mitigation Monitoring and Reporting Program ("MMRP"), were adopted by the Tustin City Council on January 16, 2001, and a Record of Decision ("ROD") was issued by the Navy on March 2, 2001, approving the Initial FEIS/DEIR and the MCAS Tustin Reuse Plan; and,

WHEREAS, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance ("**EDC**") under the terms of the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, as amended (the "**Federal Conveyance Agreement**"); and,

WHEREAS, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

WHEREAS, a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin ("**LIFOC**") dated May 10, 2002; and,

WHEREAS, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 7, 2005, for Zone Change 04-001 by Ordinance 1295; on March 7, 2005, for Zone Change 04-002 by Ordinance 1296; on June 6, 2006 for Zone Change 05-001 by Ordinance 1299; on April 17, 2006, for Zone Change 05-002 by Ordinance 1311; on June 5, 2007, for Zone Change 07-001 by Ordinance 1335; on March 16, 2010, for Specific Plan Amendment 10-001 by Ordinance 1379; on November 18, 2011, for Specific Plan Amendment 2011-04 by Ordinance 1406; on April 3, 2012, for Specific Plan Amendment 2011-04 by Ordinance 1413; on March 5, 2013, for Specific Plan Amendment 2013-002 by Ordinance 1426; on May 21, 2013, for Specific Plan Amendment 2013-001 by Ordinance 1432; on March 4, 2014, for Specific Plan Amendment 2013-002 by Ordinance 1450 (all of the amendments to the Specific Plan and Reuse Plan are referred to herein collectively as the "Specific Plan/Reuse Plan"); and,

WHEREAS, at the time of the adoption of the Specific Plan/Reuse Plan the District was entitled under section 4.1.3 of the Federal Conveyance Agreement to 68.37 acres of real property known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District ("**RSCCD**")) and the northern portion of Parcel 19 ("**Property**") at the former MCAS Tustin in the City; and,

WHEREAS, the City and the District entered into that certain "Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "Conveyance Agreement"). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park ("ATEP") are within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

WHEREAS, the City approved and adopted, by Resolution Nos. 04-76 and 04-77 on December 6, 2004, a first supplement to the Initial FEIS/EIR for the extension of Tustin Ranch Road ("**First Supplemental FEIS/EIR**"); and,

WHEREAS, the City approved and adopted, by Resolution No. 06-43 on April 3, 2006, an addendum to the Initial and Supplemental FEIS/EIR for the purposes of initiating a zone change, approving a Disposition and Development Agreement ("**DDA**") with Tustin Legacy Community Partners, and adopting a revised MMRP; and,

WHEREAS, the City, acting in its capacity as the Local Redevelopment Authority ("**LRA**") for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to 37.66 acres of the Property and personal property to the District by the "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471" dated April 22, 2004 ("**City Quitclaim Deed**") and the "Bill of Sale For

Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin" ("Bill of Sale") dated April 22, 2004; and,

- **WHEREAS**, pursuant to the "Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004 ("**Sublease**"), the City leased the remaining 30.71 acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,
- **WHEREAS**, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Site; and,
- **WHEREAS**, the District used reasonable efforts to plan, develop, maintain and use the Property solely and continuously as an ATEP Site consistent with the Conveyance Agreement; and,
- **WHEREAS**, the District built some facilities at the ATEP Site, Phase 1, specifically on the northwest corner of Valencia Avenue and Lansdowne Road to use the Property as soon as feasible as an education-oriented development and to provide educational opportunities to students; and,
- **WHEREAS**, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan ("**Short-Range Plan**") as contemplated in section 4.3.1 of the Conveyance Agreement; and,
- **WHEREAS**, on November 12, 2008, the District certified an Addendum as amended by the errata dated November 2008 to the FEIS/EIR by Resolution No. 08-35 ("**LRP Addendum**") for the Long-Range Academic and Facilities Plan, as amended by the October and November 2008 Erratum ("**LRP**"), and the Long Range Academic Plan, as amended by the October 2008 Errata ("**LRAP**") (collectively, the "**LRP Project**"); and,
- **WHEREAS**, on November 12, 2008, the District adopted the LRP Project as contemplated in section 4.3.1 of the Conveyance Agreement and LRAP by Resolution No. 08-35; and,
- **WHEREAS**, on March 24, 2009, the District certified an Addendum dated March 2009 to the FEIS/EIR by Resolution No. 09-05 ("**Concept Plan Addendum**") for the Concept Plan Phase 3a; and,
- **WHEREAS**, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,
- **WHEREAS**, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

WHEREAS, the City and the District entered into that certain "Term Sheet Concerning Key Issues on Development at ATEP" on December 15, 2010 ("Term Sheet") that set forth the key conceptual areas of agreement concerning the ATEP site. The Term Sheet addressed permitted uses, Tustin Legacy backbone infrastructure fair share contributions ("Backbone Fees"), a land swap, the extension of Bell Avenue, and other terms and conditions; and,

WHEREAS, on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 (the "**County Exchange Agreement**"); and,

WHEREAS, on December 5, 2011, the District certified an Addendum dated December 2011 to the FEIS/EIR by Resolution No. 11-38 ("County Exchange Agreement Addendum") for the County of Orange and the District to execute the County Exchange Agreement to enable the County to develop an animal care center and to provide the District with a more rational and usable configuration of property for its proposed development of the ATEP Site; and,

WHEREAS, on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

WHEREAS, the City approved and adopted, by Resolution No. 13-32 on May 13, 2013, an addendum to the Initial and First Supplemental FEIS/EIR for the purposes of approving the District's requested General Plan Amendment ("GPA") 2013-001, a Specific Plan Amendment ("SPA") 2013-001 to the Specific Plan/Reuse Plan for MCAS Tustin, and that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus (the "Addendum"); and,

WHEREAS, on May 20, 2013, the District certified an Addendum dated May 2013 to the FEIS/EIR by Resolution No. 13-18 for the District to (1) request the City approve GPA 2013-001 to add the extension of Bell Avenue to the City's circulation plan, and to identify a new floor area ratio for the District's property after the land exchange; (2) request the City approve SPA 2013-002 to add three new sub-planning areas and boundary modifications, incorporation of Bell Avenue, expanding the permitted uses to include non-educational uses, and providing an increase in building square footage and necessary vehicle trips for the District's property after the land exchange; (3) approve an exchange of approximately 22 acres of property between the City and the District, a shared dedication of the Bell Avenue right of way, the District's acquisition of the City's day care site, the City's acquisition of the current ATEP buildings ("City-District Exchange Agreement"); (4) approve that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus ("Development Agreement and Revised Conveyance Agreement") that includes an amended and restatement of the Conveyance Agreement, vesting the entitlements for the ATEP Site, expanding the permitted uses to include non-educational uses, and providing an increase in building square footage and necessary vehicle trips; (5) approve an infrastructure construction and payment agreement for Bell Avenue ("Bell Avenue Agreement"); and (6) approve an infrastructure construction and payment agreement for McCain Smith Road ("McCain Smith Agreement"); and,

WHEREAS, pursuant to the Term Sheet, on May 20, 2013, the District approved by Resolution No. 13-19 a request for the City to approve GPA 2013-001 and SPA 2013-002; and, for the District to approve City-District Exchange Agreement, Development Agreement and Restated Conveyance Agreement, Bell Avenue Agreement, and McCain Smith Agreement; and,

WHEREAS, in the City-District Exchange Agreement, the City and the District agreed to a further negotiation concerning the City's acquisition from the District of an approximate 4.53 acre parcel of land located north of Valencia Avenue (the "Valencia Parcel") that the City was interested in acquiring to accommodate a future park; and,

WHEREAS, the District owned in Fee an approximately 0.57 acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "**Strip Parcel**"); and,

WHEREAS, the City and the District, in connection with the negotiations for the City to acquire the Valencia Parcel also agreed that the District will convey the Strip Parcel to the City and that the McCain Smith Agreement will be terminated because, upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting McCain-Smith Road; and,

WHEREAS, on June 23, 2014, the District certified an Addendum dated June 2014 by Resolution No. 14-18 ("Valencia Parcel Agreement Environmental Analysis Checklist") to approve that certain Agreement Concerning Valencia Parcel (the "Valencia Parcel Agreement"); amend the Sublease to delete the Valencia Parcel, for the District to convey to the City by quitclaim deed the Strip Parcel, relinquish the District's right to acquire fee title to the Valencia Parcel, approve an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Valencia and Strip Parcels from the definition of "SOCCCD Property," terminate the McCain Smith Agreement, amend the lease dated August 8, 2013 by which the District leased back the ATEP Phase 1 buildings and site located on the Valencia Parcel from the City ("Interim Lease") to extend the term for an additional 12 months (until August 30, 2017) for \$1 per year, with an option by the District to further extend for an additional 6 months; and,

WHEREAS, on June 23, 2014, the District approved by Resolution No. 14-19 the Valencia Parcel Agreement, an amendment to the Sublease, conveyance of the Strip Parcel to the City by quitclaim deed, relinquishment of the District's right to acquire fee title to the Valencia Parcel, an amendment to the Development Agreement and Restated

Conveyance Agreement, termination of the McCain Smith Agreement, and an amendment to the Interim Lease; and,

WHEREAS, on May 16, 2015, the District approved by Resolution Nos. 16-13 and 16-14, the Amended and Restated Land Exchange Agreement for the Exchange of Real Property SOCCCD and the County of Orange ("**Restated County Exchange Agreement**") and a ground lease agreement that makes minor modifications to the County Exchange Agreement previously approved by the Board of Trustees on December 5, 2011 by Resolution No. 11-39; and,

WHEREAS, on April 25, 2016, the District certified an Addendum dated April 2016 to the FEIS/EIR by Resolution No. 16-08 ("IVC Development Addendum") for the District to approve the design documents for the first permanent building at ATEP for Irvine Valley College ("IVC IDEA Building") and associated infrastructure improvements ("Infrastructure Improvements"), and approved the submittal of the site plan application to the City; and,

WHEREAS, on April 25, 2016, the District approved by Resolution Nos. 16-09 and 16-10 the design documents for the IVC IDEA Building and associated Infrastructure Improvements, and approved the submittal of the site plan application to the City; and,

WHEREAS, on July 18, 2017, the City approved and adopted by Ordinance 1482 and Resolution No. 17-32, a comprehensive amendment to the MCAS Tustin Specific Plan/Reuse Plan that replaced all of the former documents and renamed the document as the "Tustin Legacy Specific Plan" (the "**Specific Plan**"); and,

WHEREAS, on July 18, 2017, the City approved and adopted, by Resolution No. 17-23, a second supplement to the Initial FEIS/EIR for the Specific Plan ("Second Supplemental FEIS/EIR"); and,

WHEREAS, ATEP remains in Neighborhood A in the Specific Plan and the Specific Plan does not change the requirements and zoning applicable to ATEP from the Specific Plan/Reuse Plan pursuant to the Development Agreement and Restated Conveyance Agreement; and,

WHEREAS, the Specific Plan reduces the overall allowable non-residential square footage in Neighborhood A by 24,850 square feet ("sq. ft.") and transfers out of Neighborhood A's trip budget 8,536 average daily vehicle trips ("ADT") altering the trip distribution in Neighborhood A and thereby improving the level of service ("LOS") for the PM Peak Hour at the intersection of Red Hill Avenue and Victory Road from LOS C to LOS B and maintaining LOS A for the AM Peak Hour as well as maintaining LOS A for Armstrong Avenue and Warner Avenue intersection for both AM and PM Peak Hours; and,

WHEREAS, the Initial FEIS/EIR dated October 1996 and as amended by the Errata dated September 1998, the City's first supplement to the FEIS/EIR for Tustin Ranch Road, the City's second supplement to the FEIS/FEIR for the Specific Plan, the City's two addenda to the FEIS/EIR for the General Plan Amendment ("**GPA**")/Specific

Plan Amendment ("SPA")/Development Agreement ("DA") and zone change/Disposition and Development Agreement ("DDA")/revised Mitigation Monitoring and Reporting Plan ("MMRP"), the District's Addenda for the LRP Project, the Concept Plan, County Exchange Agreement, Development Agreement and Revised Conveyance Agreement, Restated County Exchange Agreement, Valencia Parcel Agreement and the IVC Development Project and are collectively referred to herein as the "FEIS/EIR"; and,

WHEREAS, the Project (as described further below in Section 2) involves the execution of the Ground Lease between South Orange County Community College District, a public agency, as landlord and ACS Development Group, Inc., a California corporation ("ACS"), as tenant ("ACS Ground Lease") that permits, among other things, the development of one medical building (called the "Legacy Medical Plaza") on a portion of the ATEP Site owned in fee by the District. Legacy Medical Plaza consists of approximately 50,000 sq. ft. of gross floor area in a single two-story structure. The Project would include infrastructure improvements such as parking areas (and possibly a parking agreement between ACS and the District), underground utility line connections, landscaping, and new access driveways on Hope Drive and Victory Road. Access will also be provided via the existing Innovation Drive via a new driveway connecting to the project site to the east. These improvements are referred to as the "ACS Medical Plaza Project." The Project covered by the Addendum includes all City approvals; and,

WHEREAS, the above actions and implementation activities that are undertaken by the District and the City are considered a project under CEQA and are referred to herein as the "**Project**"; and,

WHEREAS, the Project will be approved, carried out, and implemented by the District and its agents, ACS and its agents, and the City; and,

WHEREAS, the District is the Lead Agency under CEQA in connection with the District's approval of the Project and its obligations under the Development Agreement and Restated Conveyance Agreement and the ACS Ground Lease; and,

WHEREAS, the City is considered a responsible agency under CEQA. The Project is subject to the following approvals by the City of Tustin: Site Plan Review for Land Use Category 2 as described in the Development Agreement and Restated Conveyance Agreement and the issuance of associated permits including grading, building, and occupancy permits ("City Approvals").

WHEREAS, the Project is consistent with the City's General Plan, Specific Plan, Development Agreement and Restated Conveyance Agreement, and the Planning Framework that was approved by the Board of Trustees on June 22, 2015; and,

WHEREAS, based on the analysis in the Environmental Initial Study and Checklist, the District determined that the potential impacts of the Project were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section

21166 or Section 15162 of the CEQA Guidelines applies and the District further determined that it would prepare an Environmental Initial Study and Checklist to: (1) evaluate whether the Project's environmental impacts were already analyzed in the FEIS/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 Initial Study and Checklist documented that the Project will not have any effects that are not already examined in the previously certified FEIS/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 FEIS/EIR that are applicable to the Project are incorporated into subsequent actions that the District commits to require ACS 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, there is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan; and,

WHEREAS, the previously certified FEIS/EIR is 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. PROJECT DESCRIPTION.

The Project entails the ACS Ground Lease that permits, among other things, the construction of one medical office building called the Legacy Medical Plaza. The Legacy Medical Plaza consists of approximately 50,000 sq. ft. of gross floor area in a two-story structure as shown in the Tenant Plan for development of the Project prepared by Architects Orange and dated May 29, 2019 (the "**Tenant Plan**"). The Project will include site improvements such as parking areas, underground utility line connections, landscaping, and access driveways from Victory Road, Innovation Drive and Hope Drive. A raised median will be constructed on Victory Road from Red Hill Avenue to the first driveway on Victory Road to prevent left turns into and out of the driveway on Victory Road. Innovation Drive will remain a full access intersection.

The Project site consists of 3.474 acres, which is a part of the approximately 61.4-acre ATEP site. The Project site is located within Planning Area ("**PA**") 1, which is a 128.3-acre portion of Neighborhood A. To the north of the Project site is the Orange County Rescue Mission and Hope Drive; east is the IVC IDEA Building, City-owned buildings, a planned public community park and a Tustin Unified School District

elementary school; south is Victory Road; and west is Red Hill Avenue. Demolition of all former military structures and associated infrastructure that once occupied the fee portion of the ATEP site was completed in two stages, in 2012 and 2015.

The main entry of the Legacy Medical Plaza would face southwest, towards a round driveway and drop-off area, pedestrian walkway, and parking lot. A secondary access point would be located at the northeast entrance facing an outdoor patio area. The exterior would exhibit a contemporary design with a combination of concrete panels, cut stone facing, and blue grey aluminum framed windows.

A 270-space parking area is planned to surround the proposed building, which is a ratio of 5.4 spaces per 1,000 sq. ft. The parking lot would include three drop off areas, loading, and 258 standard stalls and 12 accessible stalls. Access to the parking area would be from three driveways: one that leads to Hope Drive, one leading to Victory Road, and one leading to Innovation Drive. Tenants and visitors to the Legacy Medical Plaza would only be permitted to park in this parking lot; parking by District students would not be permitted. Enforcement would be overseen by the Legacy Medical Plaza operator. The proposed number of parking spaces does not meet the minimum required spaces required by the City which is 292 parking spaces. As part of the City's approval process, ACS will be required to comply with the Municipal Code (which could include submittal of an application for a parking reduction, shared parking, etc.). If the City does not approve ACS's parking proposal, then the District and ACS would enter into a parking agreement to ensure that the Project is parked in accordance with City requirements. In this case, visitors to the Legacy Medical Plaza may be permitted to park in the District's existing parking lot.

Utilities would be extended into the site from existing utility line stubs along Victory Road. Reclaimed water, domestic water, and sanitary sewer would connect from Victory Road to the southeastern side of the proposed building.

Landscaped areas would be installed in planting areas subject to the ATEP design guidelines. Landscaped areas are planned around the proposed building, within the parking area, and on the perimeter of the Project site. Landscaping could be used to accommodate stormwater treatment features, including, but not limited to bioswales. In addition, the Project would connect to existing storm drain on Victory Road per City standards.

The Project may need approval from the California Division of the State Architect ("**DSA**") for certain vehicle and pedestrian passage and access ways.

3. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE.

A. Preparation of the Environmental Initial Study and Checklist.

- i) 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.
- ii) The District examined the scope of the Project and its implementation and determined that these activities are a "project" pursuant to CEQA.
- iii) Based on its examination, the District determined that the Project and its implementation are analyzed in the FEIS/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 FEIS/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. The City concurs with the District's determination.
- iv) Therefore, the District determined that it would prepare an Environmental Initial Study and Checklist to: (1) document the District's evaluation that the Project's (and its implementation's) environmental impacts are already adequately analyzed in the FEIS/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 Environmental Initial Study and Checklist is attached as **Exhibit 1** and incorporated herein by this reference as if fully stated in this Resolution.
- v) The City has reviewed and approved of the Environmental Initial Study and Checklist and intends to use this document for CEQA compliance when the City considers the City Approvals.
- vi) The Environmental Initial Study and Checklist was considered in conjunction with the FEIS/EIR, the MMRP, and the City's Annual Mitigation Monitoring Status Report ("MMRP Status Report").
- vii) The District has determined that an Environmental Initial Study and Checklist is an appropriate CEQA documentation because the Project and its implementation are already analyzed in the FEIS/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.

- viii) The Environmental Initial Study and Checklist relies on the FEIS/EIR for the evaluation of alternatives. The FEIS/EIR addressed a reasonable range of alternatives for the Tustin Legacy Project. The City is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City 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 Environmental Initial Study and Checklist. Additionally, there are no circumstances cited in Section 15162 of the CEQA Guidelines that require preparation of a subsequent EIR relative to alternatives.
- ix) The District provided adequate notice by publishing a public hearing notice, and posting on the District's website a Notice of Public Meeting that stated the District intends to rely on the previously certified FEIS/EIR for CEQA compliance for purposes of its adoption and implementation of the Project. The Notice of Public Meeting notified the public that the District's proposed activities are within the scope of the previously certified FEIS/EIR and that the FEIS/EIR adequately describes the District's activities for the purposes of CEQA.

B. FEIS/EIR CEQA Impact Areas.

i) The following impact areas were addressed in the FEIS/EIR, and as discussed below, the Project and its implementation are within the scope of the previous FEIS/EIR, and there is no new information showing new impacts or that the impacts from the Project and its implementation will be more significant than described in the previously certified FEIS/EIR. In fact, the City's approval of the Specific Plan improved traffic in Neighborhood A.

(1) Aesthetics and Visual Quality.

<u>Facts:</u> The Project does not change the uses or density set forth in the Specific Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The visual impacts of planned construction in Neighborhood A were analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to aesthetics and visual quality that would occur as a result of the implementation of the Project. There is no new information relative to aesthetics and visual quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. No new mitigation measures are required in relation to impacts to aesthetics and visual quality.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its adoption are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 aesthetics and visual quality as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. In addition, there are no applicable mitigation measures contained in the City's MMRP or MMRP Status Report for the FEIS/EIR with regard to aesthetics and visual quality. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Measures Not Being Implemented:</u> Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is not the responsibility of the Project.

(2) Agriculture Resources.

<u>Facts:</u> There are no agricultural resources on the property. The impacts of the development of the properties has already been analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as the result of the adoption and implementation of the Project. There is no new information relative to agricultural

resources that was not in existence at the time the FEIS/EIS was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As a result, no new mitigation measures are required in relation to impacts to agricultural resources.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Reports, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 agricultural resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation Monitoring Required:</u> In certifying the FEIS/EIR, the Tustin City Council adopted Findings of Fact and Statement in Overriding Consideration on January 16, 2001 concluding that impacts to agricultural resources are unavoidable (Resolution No. 00-90). No mitigation is required.

Mitigation / Monitoring Not Being Implemented: No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural resources. In addition, there are no applicable mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

(3) Air Quality.

Facts: The Project does not change the uses or density or vehicle miles traveled budget or vehicle trips set forth in the Specific Plan/Reuse Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001 to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts for the Specific Plan. Consistent with the findings in the FEIS/EIR, implementation of future development on the Project site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project. There is no new information relative to air quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with and previously analyzed in the FEIS/EIR and no new mitigation measures are required in relation to impacts to air quality.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.
- (3) The Tustin City Council adopted a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001, via Resolution No. 00-90, to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 that would trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures

exist with regard to air quality as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Specific mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at the Tustin Legacy Project. The mitigation measures for air quality impacts that are applicable to the Project include Mitigation Measures AQ-1, AQ-2, and AQ-3. The District will implement Mitigation Measure AQ-1 by requiring ACS comply with any applicable SCAQMD Rules to reduce short-term air pollutant emissions. Mitigation Measure AQ-2 will be implemented by requiring ACS use low volatile organic compounds ("VOCs") architectural coatings for all interior and exterior painting operations as appropriate. Mitigation Measure AQ-3 which relates to Transportation Demand Management Plan ("TDM") will be implemented for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees.

As stated above, the FEIS/EIR also concludes that the Specific Plan related operational air quality impacts are significant and cannot be fully mitigated. A Statement of Overriding Considerations for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001, to address significant unavoidable short-term, long-term, and cumulative air quality impacts associated with all development of the Specific Plan. No new mitigation measures are required. The Project will implement the relevant mitigation measures of the City's adopted MMRP that are applicable to the Project.

(4) Biological Resources.

<u>Facts:</u> The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development and the associated biological impacts. No new areas will be developed under the Project. There is no southwestern pond turtle habitat on the Project site. There are no new or increased significant adverse project-specific or cumulative impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010 the U.S. Army Corps of Engineers ("ACOE"), Regional Water Quality Control Board ("RWQCB") and California Department of Fish and Wildlife ("CDFW") determined that the ATEP site does not contain land that is subject to their jurisdiction or that warrants their oversight. There

is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts on biological resources.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the previously certified FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP and MMRP Status Report which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.
- (3) The physical impacts resulting from the adoption and implementation of the Project are similar to those identified in the previously certified FEIS/EIR.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to biological resources as a result of the Project and its implementation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: The mitigation measures applicable during implementation of the Project have been identified in the City's adopted MMRP and FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the MMRP Status Report, except that the District would not need to implement

Mitigation Bio-1 because the Project would not affect jurisdictional waters of the United States or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with the capture and relocation of southwestern pond turtles and restoration of southwestern pond turtle habitat, these measures do not apply to the Project and its implementation because no ponds exist on the Property and no southwestern pond turtles have been identified on the Property.

<u>Mitigation/Monitoring Not Being Implemented:</u> If the Property continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-2, Bio-3, and Bio-4 will not need to be implemented as part of the Project.

(5) Cultural and Paleontological Resources.

<u>Facts:</u> The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project is within the scope of the FEIS/EIR, and there are no new or increased significant adverse project-specific or cumulative impacts with regard to cultural and paleontological resources that are identified as a result of the adoption and implementation of the Project. The Project would not cause impacts to cultural resources. There continue to be no known cultural and paleontological resources on the Property. There is no new information relative to cultural and paleontological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As a result, no new mitigation measures are required in relation to impacts to cultural and paleontological resources.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that 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 cultural and paleontological resources as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 previously certified FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Mitigation measures were adopted by the Tustin City Council in the FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project. The District will require that ACS implement Mitigation Measure Arch-2 by retaining a county-certified archeologist and conducting the required consultations prior to obtaining grading permits. The District will also require that ACS implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a county-certified paleontologist and complying with the requirements of the established Paleontology Resources Management Plan for the Project site.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure Arch-1 pertains to a parcel outside of the Project area and not owned by the District, and therefore is not within the Project's responsibility. Mitigation Measures Hist-1, Hist-2, Hist-3, Hist-4, and Hist-5 regarding the historic blimp hangars do not apply to the District because the hangars are not on the Project site and are therefore not within the Project's responsibility.

(6) Energy.

Facts: Energy was not previously analyzed as a separate individual topic. Rather, impacts related to energy were addressed within greenhouse gas and utilities impact analyses of the FEIR/EIS. Since the CEQA Guidelines has been revised by the Office of Planning and Research to include separate criteria and thresholds, the Addendum includes energy as a separate topic to be evaluated. The environmental setting for the Second Supplemental EIR established that the increased energy demand is a result of increases in average temperature and higher frequency of extreme heat events combined with new residential development across the state driving up the demand for cooling. Energy demand is reduced with the adoption of applicable energy efficiency programs, building and appliance standards, and use of renewable sources. The FEIS/EIR generally concluded that the implementation and future development of the Specific Plan would increase energy consumption, analyzed under sections covering air quality, but that implementation of the State's energy conservation standards would reduce the impact. Development at the ATEP site at the level permitted by the Development Agreement and Restated Conveyance Agreement would not cause any direct impacts to energy. There are no new or increased significant adverse project-specific or cumulative impacts with regard to energy that are identified as a result of the adoption and implementation of the Project. There is no new information relative to energy that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to energy.

The Project will be required to meet the current Title 24 energy efficiency standards, which are updated on 3-year cycles. Typical Title 24 measures include insulation; use of energy-efficient heating, ventilation, and air conditioning equipment ("HVAC"); solar-reflective roofing materials; energy-efficient indoor and outdoor lighting systems; reclamation of heat rejection from refrigeration equipment to generate hot water; and incorporation of skylights, etc.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 energy as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for energy. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to energy. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for energy. In addition, there are no new mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to energy.

(7) Geology/Soils.

Facts: Implementation of the Project would not cause any direct impacts to geology and soils. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to geology and soils.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 geology and soils as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for geology and soils. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils. No refinements are necessary to the FEIS/EIR

mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for geology and soils. In addition, there are no new mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils.

(8) Greenhouse Gas Emissions.

Facts: The Project does not change the uses, density, vehicle miles traveled budget or vehicle trips set forth in the Specific Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the Initial FEIS/EIR. The 2001 FEIS/EIR did not explicitly evaluate greenhouse gas ("GHG") emissions impacts because, prior to SB 97 (which went into effect January 1, 2010), it was not included in the CEQA Guidelines Appendix G checklist and the City did not have adopted thresholds at the time of preparation. However, the City's 2017 Supplemental EIR specifically analyzed GHGs and concluded that implementation of the Specific Plan would result in a substantial increase of GHG emissions that would exceed SCAQMD's proposed significance thresholds. However, the Specific Plan as amended in 2017 reduced annual GHG emissions by 12,239 MTCO2e per year and per capita GHG emissions by 0.7 MTCO2e/SP compared to the Specific Plan/Reuse Plan. With the implementation of mitigation measures AQ-3 and AQ-4, the City determined in the Second Supplemental EIR that the impacts associated with the Specific Plan would be reduced to a less than significant impact.

The Project is consistent with the City's General Plan. The General Plan was incorporated into the Southern California Association of Government's ("SCAG") 2016-2040 Regional Transportation Plan/Sustainable Community Strategy ("SCS"). On June 4, 2012, the California Air Resources Board ("CARB") found that the SCS would achieve the 2020 and 2035 GHG emission reduction targets established by CARB pursuant to the Sustainable Communities and Climate Protection Act of 2008 (referred to as SB 375). The Project would comply with all federal, state, regional and local regulations that reduce GHGs.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions that are identified as a result of the adoption and implementation of the Project. The Project implements the previously approved and analyzed Specific Plan/Reuse Plan and the Specific Plan with no increase in building square footage, trip counts, or other factors that could potentially contribute to GHG emissions. There is no new information relative to impacts from GHG emissions that was not in existence at the time the second supplemental EIR was certified by the City. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to GHG emissions.

<u>Findings:</u> Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 GHGs as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required with regard to GHG emissions. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for GHG emissions, and no mitigation measures are contained in the City's MMRP for the FEIS/EIR with regard to climate change.

(9) <u>Hazards and Hazardous Materials.</u>

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to hazards and hazardous materials. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in

existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects with regard to hazards or hazardous materials that were not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures.
- (3) As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan ("AELUP") and is subject to height restrictions. The Project does not propose changes to the height limitation included in the Specific Plan. Nor does the Project pose an aircraft-related safety hazard for future residents or workers. Therefore, there is no new impact or more severe impact caused by the Project or its implementation.
- (4) The Project site is not located in a wildfire danger area. Therefore, there are no new impacts or more severe impacts caused by the Project.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to hazards or hazardous materials as a result of the Project or its implementation. Specifically, the Project and its implementation will not cause or result in: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the Project and its implementation; therefore, no new or revised mitigation measures are required with regard to hazards and hazardous materials. In addition, there are no mitigation measures contained in the City's

MMRP Status Report for the FEIS/EIR with regard to hazards and hazardous materials. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures with regard to hazards and hazardous materials, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to hazards and hazardous materials.

(10) Hydrology/Water Quality.

Facts: The Project will not cause direct impact to hydrology and water quality. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality. The Project would not result in new or substantially more severe impacts to water quality than what was previously identified in the FEIS/EIR. The Project would not result in an increase of impervious surface area from the amount that was previously analyzed in the Specific Plan. The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the Project Site vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. Therefore, the analysis and conclusions in the FEIS/EIR relative to impacts related to groundwater supply, groundwater levels, or local recharge have not changed substantially. In addition, no change to the backbone drainage system is proposed. Therefore, no new or more severe impacts related to drainage patterns, drainage facilities, and potential flooding would result from the Project.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the Project's environmental effects are adequately analyzed and considered in the FEIS/EIR, and that the adoption and implementation of the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that 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 hydrology and water quality as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, WQ-4, and WQ-5 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the FEIS/EIR and MMRP Status Report.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure WQ-3 requires the City and the Tustin Legacy Project master developer to participate in the Santa Ana Regional Water Quality Control Board's Nitrogen and Selenium Management Program Working Group and contribute to funding and implementing the Working Plan. Because this Mitigation Measure is the responsibility of the City and the master developer, it does not fall within the responsibility of the Project.

(11) Land Use/Planning.

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to land use and planning. There would be no change to building height restrictions, setbacks, uses, development intensity, and signage. There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to land use planning.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

<u>Mitigation/Monitoring Required:</u> The FEIS/EIR concludes that there will be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those previously identified in the FEIS/EIR. The mitigation measures applicable to the Project have been implemented with adoption of the Specific Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project.

ACS will obtain all required grading and drainage permits and comply with Mitigation Measures LU-2(k) and LU-2(d)-(f) as appropriate. Mitigation Measures LU-2(m), (n), (o), (p), (q), (r), (s), and (u) are addressed in the Public Services and Facilities section.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure LU-1 requires the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires the Cities of Tustin and Irvine to properly phase infrastructure construction, and therefore is not within the responsibility of the Project. LU-2(b) is not applicable to the District since the District is not recording applicable subdivision maps as part of the Project. Per the City's adopted 2008 Revised MMRP, the District recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c) is implemented for Category 2 land uses by the terms in the Development Agreement and Restated Conveyance Agreement. Measures LU-2(g) and (i) are not applicable to the District because the Project is not within the 100-year flood plain (*see* Federal Emergency Management Agency Map dated August 9, 2002), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency

approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because it only applies to the Tustin Legacy master developer. Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because the District is not recording subdivision maps as part of the Project.

Mitigation Measure LU-2(1), regarding an agreement with Orange County Flood Control District ("OCFCD") for fair share contributions to flood control facilities, is not applicable because the District is not recording applicable subdivision maps as part of its Project and the Mitigation Measure only applies to the City of Tustin. Mitigation Measure LU-2(t) is not applicable because no school fees are required for the District's Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy master developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable to the Project because the District is not filing a subdivision map as part of its Project, the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

(12) Mineral Resources.

<u>Facts:</u> The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no known mineral resources on the Reconfigured Property. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to mineral resources.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 mineral resources as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

(13) **Noise.**

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to noise. The ambient noise environment on the Project site is influenced by the surrounding roadways, the RSCCD's Sheriff's Training Academy, a rail line located north of Edinger Avenue, and construction and remediation activities on surrounding properties. The Project will not increase any trip cap. No new or increased significant adverse project-specific or cumulative impacts with regard to noise would occur as a result of the approval and implementation of the Project. There is no new information relative to noise that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to noise.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

(1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and

- that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 noise as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring</u> <u>Required:</u> The FEIS/EIR concludes that with implementation of identified mitigation measures, there will be no impacts related to noise. The adoption and implementation of the Project does not increase the severity of the noise impacts identified in the previously certified FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The District will require that ACS comply with Mitigation Measure N-3.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, has been completed by the City. This measure applies to the City, and is therefore not within the responsibility of the Project. Mitigation Measure N-4, regarding noise studies adjacent to Warner and Harvard Avenues, also only applies to the City and is therefore not within the responsibility of the Project.

(14) **Population/Housing.**

<u>Facts:</u> Implementation of the Project would have no impacts to population and housing because the Project does not change City population or the number of housing units. There are no new or increased significant adverse project-specific or cumulative impacts with regard to population and housing that are identified as a result of the adoption and implementation of the Project. There is no new information relative to population and housing that was not in existence at the time the FEIS/EIR

was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to population and housing.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that 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 population and housing as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

(15) Public Services and Facilities.

<u>Facts:</u> Implementation of the Project will not cause any direct impacts to public services. There are no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities that are identified as a result of the adoption and implementation of the Project. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to public services and facilities.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein. No changes to the mitigation measures are needed.

Based on the foregoing, the Board of Trustees finds that 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 public services as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> The FEIS/EIR concluded that there will be no significant unavoidable impacts related to public services. The Project and its implementation will not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required.

The District will implement Mitigation Measure LU-2(m) by ensuring adequate public services are included to serve the Project as the result of the adoption and implementation of the Project, as described in the MMRP Status Report. Under Mitigation Measure LU-2, the City is responsible for ensuring that adequate fire protection, police protection, library, and parks and recreational facilities needed to adequately serve the Tustin Legacy Project is provided as necessary. The District will implement Mitigation Measures LU-2(o), (p), (q), and (r) by requiring ACS coordinate directly with OCFA regarding potential fire protection impacts of the Project. The District's Fire Master Plan has already been reviewed and approved by Orange County Fire Authority ("OCFA"), and installation is in progress. Mitigation Measure LU-2(s), regarding police protection, has been implemented by the District, and the Tustin Police Department has been consulted regarding the existing ATEP Campus. The District will continue to coordinate with the Tustin Police Department on issues relating to the policing of the District's Property.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure LU-2(n) is required to be implemented by the City of Tustin and/or the City of Irvine, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measures LU-2(u) and (v) regarding the contribution of park facilities are also not applicable to the Project, and are therefore not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy Project master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and therefore they are not within the responsibility of the Project.

(16) Recreation.

<u>Facts:</u> The Project would not result in uses that would result in increased use of existing parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to recreation as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

(17) Transportation/Traffic.

<u>Facts:</u> The Project does not change the uses, density, vehicle miles traveled budget or vehicle trips set forth in the Specific Plan and Development Agreement and Restated Conveyance Agreement, and which were previously analyzed in the FEIS/EIR. The Project would not cause impacts to traffic or transportation facilities. There are no new or increased significant adverse project-specific or cumulative

impacts with regard to traffic that are identified as a result of the adoption and implementation of the Project. There is no new information relative to traffic that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to traffic.

CEQA Guidelines section 15064.3 subdivision (b) discusses the use of vehicle miles traveled ("VMT") for the impact analysis. This requirement is effective in June 2020 or where an agency has adopted thresholds for VMT. The City and the District have not adopted any thresholds regarding VMT. Therefore, the Project would not be inconsistent with CEQA Guidelines section 15064.3, subdivision (b), and impacts would not occur, and no substantial change from previous analysis would occur.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to traffic and transportation as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project than originally considered by the previously certified FEIS/EIR. Therefore, no new or

revised mitigation measures are required. The District will require that ACS implement Mitigation Measure T/C-1 by submitting its traffic operations and control plan to the City prior to the construction of new buildings. The District will comply with TC-2 and IA-3 by providing information to the City relative to the trip budget.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measures T/C-2 (other requirements) through T/C-9 are implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. Likewise, Mitigation Measure IA-2 is implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. The District is not required to implement Mitigation Measures T/C-3, T/C-5, I/A-4, and IA-5. For Mitigation Measures IA-6 and IA-7, the City determined that no off-site roadway improvements are needed on the Project site.

(18) Utilities/Service Systems.

<u>Facts:</u> Implementation of the Project would not cause any direct impacts to utilities and service systems. There are no new or increased significant adverse project-specific or cumulative impacts with regard to utilities and service systems. The Project would not result in any changes to the utilities plan presented in the Specific Plan. Any demolition, removal, replacement, and connection with new underground utilities and service systems in the adjoining streets would occur as previously analyzed in the FEIS/EIR. There is no new information relative to utilities and service systems that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to utilities and service systems.

Findings:

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects resulting from the adoption and implementation of the Project are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to utilities and service systems as a result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require

major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from adopting and implementing the Project; therefore, no new or revised mitigation measures are required for public utilities. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for public utilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities.

4. PUBLIC HEARING.

- **A.** The public meeting notice for the Board of Trustees' meeting on this matter was posted on the District's website. The public notice invited all interested persons to attend the meeting and express opinions about the Project and CEQA compliance related thereto.
- **B.** The Project documents and Environmental Initial Study and Checklist were posted on the District's website, and copies were made available for public inspection at the District office. The documents were also made available for public inspection at the public meeting in the Board of Trustees' boardroom.
- C. On October 28, 2019, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.

5. RECORD OF PROCEEDINGS.

A. Scope of the Record.

i) The scope of the record is (a) the record of proceedings upon which the Board of Trustees bases the findings in this Resolution, and (b) the documents and evidence relied upon by the District in preparing the Project and Environmental Initial Study and Checklist.

B. Custodian of the Record.

i) The custodian of the record of proceedings is Ann-Marie Gabel, Vice Chancellor, Business Services, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

6. FINDINGS.

NOW THEREFORE, be it resolved by the Board of Trustees of the South Orange County Community College District as follows:

- 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 Project and its implementation constitute a "project" under CEQA.
- 3. Before considering the approval of the Environmental Initial Study and Checklist for the Project, the District's Board of Trustees has fully considered comments made by any party submitting verbal or written comments on any documents before the Board of Trustees.
- 4. That on October 28, 2019, the Board of Trustees held a duly noticed public meeting at which time the public was given the opportunity to comment on the Project and the Environmental Initial Study and Checklist.
- 5. The Board of Trustees has independently reviewed and considered the Environmental Initial Study and Checklist in conjunction with the Navy's ROD, the FEIS/EIR, the MMRP, MMRP Status Report, and all of the other documents that compose the entire record before the Board of Trustees, and all comments made during the public meeting, before the Board of Trustees made a decision on the District's adoption and implementation of the Project.
- 6. 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 FEIS/EIR and other documents identified above and it is determined that the Project and its implementation have already been adequately analyzed in the FEIS/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 FEIS/EIR or its mitigation measures;

- c. The adoption and implementation of the Project will not have any effects that are not already examined in the FEIS/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. 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 FEIS/EIR 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 City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan;
- g. The Project and its implementation does not propose substantial changes which will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- h. There are no substantial changes in circumstances under which the Project will be implemented and undertaken that will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- 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 FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR 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 FEIS/EIR was 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.

Therefore, the Board of Trustees finds that the previously certified FEIS/EIR, including the MMRP and MMRP Status Report 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.

- 7. That the Board of Trustees does hereby certify the Environmental Initial Study and Checklist for the Project, attached as **Exhibit 1**.
- 8. That the Board of Trustees does hereby ratify and adopt the mitigation measures identified in the FEIS/EIR, MMRP and MMRP Status Report as discussed in this Resolution above.
- 9. The Notice of Determination for the Project Environmental Initial Study and Checklist will be filed with the Orange County Clerk and the State Clearinghouse immediately following the Board of Trustees' approval of the Project and Environmental Initial Study and Checklist.

PASSED AND ADOPTED by the Board of Trustees of the South Orange County Community College District on October 28, 2019.

T.J. Prendergast III, President	Timothy Jemal, Vice President		
James R. Wright, Clerk	Marcia Milchiker, Member		
Barbara J. Jay, Member	David B. Lang, Member		
Terri Whitt Rydell, Member	Kathleen F. Burke, Ed.D., Chancellor and Secretary to the Governing Board		

Exhibit 1:

"Project Environmental Initial Study and Checklist"

LEGACY MEDICAL PLAZA TUSTIN, CALIFORNIA

TUSTIN LEGACY SPECIFIC PLAN ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT ADDENDUM/INITIAL STUDY

SCH NO. 1994071005

Prepared for:



South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692

Prepared by:

E | P | D SOLUTIONS, INC.

EPD Solutions, Inc. 2 Park Street, Suite 1120 Irvine, California 92614

Table of Contents

1	Landard Control	
1.	Introduction	
1.1 1.2	Project Summary	
1.3	Organization of Addendum	1
1.3		
1.4	Previous Environmental Documentation	
1.6	Basis for an EIR Addendum	
1.7	Evaluation of Alternatives	
1.8	Summary of Findings	
1.8	Intended Use of this Addendum	
1.10	Environmental Checklist Form	
1.10.1	Project Title	
1.10.1	Lead Agency Name, Address and Contact Person	
1.10.2	Responsible Agency Name, Address and Contact Person	/ 7
1.10.3	Project Location	
1.10.4	Project Sponsor's Name and Address	
1.10.5	General Plan Designation – Existing	
1.10.8	Zoning - Existing	
1.10.2	Environmental Factors Potentially Affected	
1.10.9	Environmental Determination	0
2.	Project Description	
2.1	Project Site Location and Composition	
2.1	Project Components	
2.2.1	Project Entitlements	
2.2.1	Project Improvements and Use	
2.2.2	Parking Area	
2.2.3	Utilities	
2.2.5	Landscaping & Stormwater Management	
3.	Environmental Evaluation and Explanation of Checklist Responses	
3.1	Aesthetics	
3.1.1	Existing Conditions	
3.1.2	Project Impact Evaluation	
3.2	Agriculture and Forest Resources	
3.2.1	Existing Conditions	
3.2.2	Project Impact Evaluation	
3.3	Air Quality	
3.3.1	Existing Conditions	
3.3.2	Project Impact Evaluation	
3.4	Biological Resources	
3.4.1	Existing Conditions	
3.4.2	Project Impact Evaluation	
3.5	Cultural Resources	
3.5.1	Existing Conditions	
3.5.2	Project Impact Evaluation	
3.6	Energy	
3.6.1	Existing Conditions	.34
3.6.2	Project Impact Evaluation	
3.7	Geology and Soils	
3.7.1	Existing Conditions	
3.7.2	Project Impact Evaluation	
3.8	Greenhouse Gas Emissions	
S-100 W-00		

Addendum/Environmental Checklist Table of Contents 3.9 Hazards and Hazardous Materials.......42 3.9.1 3.8.2 3.10 Hydrology and Water Quality.......45 3.10.1 3.10.2 3.11 3.11.1 3.11.2 3.12 3.12.1 3.12.2 3.1354 3.13.1 3.13.2 3.14 3.14.1 3.14.2 3.15 3.15.1 3.15.2 3.16 3.16.1 3.16.2 3.17 3.17.1 Existing Conditions 65 3.17.2 3.18 3.18.1 Project Impact Evaluation......70 3.18.2 3.19 Utilities and Service Systems.......73 3.19.1 3.18.2 Wildfire..... 3.20 3.20.1 3.20.2 3.21 Summary of Mitigation Measures......80 Sources/Acronyms......96 5.1 5.2 Report Preparers100 List of Figures Figure 1. Regional Map Figure 5. Conceptual Floor Plan.....

Legacy Medical Plaza

Legacy Medical Plaza	
Addendum/Environmental Checklist	Table of Contents
List of Tables	
Table 1. Environmental Factors Potentially Affected	8
Table 2. Environmental Determination	9
Table 3. Proposed Development Breakdown	14
Table 4. Project Trip Generation	
Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site	
Appendix	

Appendix A 2018 Annual Mitigation Monitoring and Status Report, MCAS Tustin FEIS/EIR

Introduction

1. Introduction

1.1 Project Summary

The Legacy Medical Plaza (proposed Project) consists of the construction of one medical office building (Legacy Medical Plaza) on a site owned by the South Orange County Community College District (SOCCCD or District) in the Advanced Technology Education Park (ATEP) in Tustin Legacy in the city of Tustin. The Legacy Medical Plaza consists of approximately 50,000 square feet (SF) of gross floor area in a two-story structure. The Project would include infrastructure improvements such as parking areas, underground utility line connections, landscaping, and new access driveways on Hope Drive and Victory Road. Access will also be provided via the existing Innovation Drive via a new driveway connecting to the Project site to the east. Further details about the proposed Project can be found in Section 2. *Project Description*. The Project requests the following approvals from the City of Tustin: Site Plan and Design Review (Limited Site Plan Review for Land Use Category 2), and Issuance of a Grading Permit.

The Project will be approved, carried out, and implemented by SOCCCD as Lead Agency and the City of Tustin (City) as a Responsible Agency.

1.2 Organization of Addendum

The organization of this CEQA document is according to the following sections:

Section 1: Introduction

Section 2: Project Description

Section 3: Environmental Evaluation

Section 4: Summary of Mitigation Measures

Section 5: Sources/Acronyms

Section 6: Report Preparers

Appendix

This Addendum incorporates the Environmental Checklist Form from Appendix G of the State CEQA Guidelines as the Initial Study. The environmental issue impact questions contained in Section 3 of this document also conform to the required contents of this Environmental Checklist Form.

1.3 Development Background

As mentioned previously, the project site is within the City of Tustin and on property owned by the SOCCCD. The Project site and surrounding area has undergone previous planning efforts detailed below.

MCAS Tustin Reuse Plan

The Marine Corps Air Station (MCAS), Tustin was realigned and closed on July 2, 1999, in accordance with the Base Realignment and Closure Act. When the original decision was made in 1991 to close MCAS Tustin, the City of Tustin began planning for a reuse plan. The Department of Defense recognized the City of Tustin as the Lead Agency or Local Redevelopment Authority for preparation of the required reuse planning documents. The City of Tustin determined that the most appropriate tool to guide the conversion of the base from military to civilian use and to facilitate entitlements and permitting was the preparation of a combined Specific Plan/Reuse Plan. The MCAS Tustin was divided up into 1,500 acres of land within the City of Tustin and 95 acres in the City of Irvine. The Reuse Plan was adopted in 1996.

Conveyance of property to the City of Tustin was officially approved with the execution of an Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin dated May 13, 2002, as subsequently amended (as so amended,

Introduction

the "Navy Agreement"). The Agreement provided for the phased conveyance of approximately 1,153 acres at the former MCAS Tustin located within the City of Tustin and all utility systems at the former facility (within both the City of Tustin and City of Irvine jurisdictional boundaries) and certain personal property items. The Navy Agreement also identified parcels that the Navy would auction to private developers. Following approval of the Navy Agreement additional conveyances were made between the City and other agencies including, but not limited to the Orange County Sherift's Department, Tustin Unified School District, Irvine Unified School District, Rancho Santiago Community College District, and SOCCCD.

MCAS Tustin Specific Plan

The MCAS Tustin Specific Plan was originally adopted in 2003 and has been amended several times since then to respond to changing market conditions. A Specific Plan is one tool for implementing goals and policies of the Tustin General Plan. A Specific Plan also contains the development and reuse regulations that constitute the zoning for the property. As a federal installation, MCAS Tustin was no subject to local zoning and planning requirements. Since conversion to civilian use, the property is now under the jurisdictional authority of either the City of Tustin or the City of Irvine and is subject to local codes and ordinances.

In 2017, the City approved a comprehensive amendment to the MCAS Tustin Specific Plan and renamed the document as the "Tustin Legacy Specific Plan." This amendment did not change the land use or allowed uses on the ATEP site from those permitted prior to the amendment.

SOCCCD ATEP Development Agreement and Development Framework

The ATEP site is located at the western portion of the Tustin Legacy Specific Plan and partially owned by in fee the SOCCCD with remaining leased to SOCCCD. SOCCCD staff originally developed various plans based on an irregularly-shaped 68-acre site. In 2013, negotiations between SOCCCD and the City resulted in a land exchange between the two agencies, a decision to extend Bell Avenue (now Victory Road) through the ATEP Site, and a Development Agreement and Restated Conveyance Agreement (DA) permitting up to 1,087,970 SF of education-oriented and general office use building space. The Development Agreement also set in place the development standards that are applicable to the ATEP site, which includes the City of Tustin Municipal Code and MCAS Tustin Specific Plan (referred to herein as the "Effective Standards"). The ATEP site was also reconfigured and the acreage slightly reduced to 62 acres. In 2015, SOCCCD adopted the Development Framework for the ATEP site to inform future development design for Saddleback College, Irvine Valley College, and for non-SOCCCD educational and non-educational partners.

1.4 Previous Environmental Documentation

A Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin was prepared by the City of Tustin and the Department of the Navy (Navy) in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) dated October 1996, as amended by the Errata dated September 1998. The Mitigation Monitoring and Reporting Program (MMRP) for the FEIS/EIR was adopted by the City on January 16, 2001 (Resolution 00-90). On March 3, 2001, a Record of Decision (ROD) was issued by the Navy approving the FEIS/EIR (2001 FEIS/EIR) and the Specific Plan. The following State Clearinghouse number is associated with the 2001 FEIS/EIR: 1994071005.

There have been two supplements and six addenda to the 2001 FEIS/EIR:

- Supplement to the FEIS/EIR in 2004 for a one-mile extension of Tustin Ranch Road from Walnut Avenue on the north to the future alignment of Valencia North Loop Road on the south;
- Addendum to the FEIS/EIR in 2006 for the MCAS Tustin Zone Change (Specific Plan Amendment) 05-002, Master Developer Disposition and Development Agreement, and Development Plan Addendum;

- Addendum in 2008 related to SOCCCD's approval of a Long-Range Academic & Facilities Plan and a Long-Range Academic Plan for ATEP (SOCCCD Resolution 08-35) (2008 Addendum);
- Addendum in 2009 related to a Concept Plan for Phase 3A of the ATEP campus (Phase 3A Concept Plan Addendum) (SOCCCD Resolution 09-05) (2009 Addendum);
- Addendum in 2011 related to an exchange of land between the District and the County of Orange (SOCCCD Resolution 11-38) (2011 Addendum);
- Addendum to the FEIS/EIR in 2013 to process General Plan Amendment 2013-001, Specific Plan Amendment 2013-001, Development Agreement 2013-002, and an Agreement for Exchange of Real Property between the City and SOCCCD on 22 acres (SOCCCD Resolution 13-18) (2013 Addendum);
- Addendum in 2016 related to the ATEP First Building and Infrastructure Improvements Project; an
 addendum on May 23, 2016 related to the Restated Exchange Agreement and Ground Lease
 between SOCCCD and the County of Orange (2016 Addendum); and
- 8. Supplemental EIR on July 20, 2017 (2017 Supplemental EIR) for a General Plan Amendment 2015-02 and Specific Plan Amendment 2015-01 (Tustin Legacy Specific Plan). The 2017 Supplemental EIR analyzed the potential impacts related to land use changes to Planning Areas 8 through 19, which resulted in 2,212 more residential units and 1,755,306 fewer square feet within the Tustin Legacy Specific Plan.

The 2001 FEIS/EIR document, the supplements, and the City's and District's addenda are collectively referred to herein as the "FEIS/EIR." In addition, the City has certified multiple CEQA documents associated with prior amendments to the MCAS Tustin Specific Plan and development projects within Tustin Legacy.

Section 1.5.2 of the 2001 FEIS/EIR states that the FEIS/EIR is a Program EIR and it is intended to be used as the CEQA compliance document for all public and private actions made in furtherance of, the Specific Plan. The FEIS/EIR analyzed the environmental consequences of the Navy disposal and local community reuse of the MCAS Tustin per the Reuse Plan and the MCAS Tustin Specific Plan/Reuse Plan (MCAS Tustin Specific Plan), which was subsequently amended to be called the Tustin Legacy Specific Plan (when referring to the MCAS Tustin Specific Plan, Tustin Legacy Specific Plan and amendments, they are referred to in this document as the Specific Plans). The CEQA analysis also analyzed the environmental impacts of certain "Implementation Actions" that the City of Tustin and City of Irvine must take to implement the MCAS Tustin Specific Plan, including but not limited to the adoption by the City of Tustin of the MCAS Tustin Specific Plan and adoption of the MCAS Tustin Redevelopment Plan.

The MCAS Tustin Specific Plan proposed and the FEIS/EIR analyzed a multi-year development period for the planned urban reuse project (Tustin Legacy). When individual activities within the Specific Plans are proposed, the lead agency is required to examine the individual activities to determine if their effects were fully analyzed in the FEIS/EIR. The agency can approve the activities as being within the scope of the project covered by the FEIS/EIR. If the agency finds that pursuant to Sections 15162, 15163, 15164, and 15183 of the CEQA Guidelines no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR is required.

¹ MCAS Tustin Zone Change (Specific Plan Amendment) 05-002, Development and Disposition Agreement and Development Plan Addendum, p. 1-1.

Introduction

1.5 Purpose of this Addendum

Pursuant to Sections 15051 and 15367 of the State CEQA Guidelines, SOCCCD is the Lead Agency for the CEQA compliance associated with the Project because it will approve, carry out, and implement the Project and will be the first agency to approve the Project. The City will be a responsible agency.

Based on the analysis in this Initial Study and Addendum, the SOCCCD determined that the potential impacts of the Project were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply. The SOCCCD determined that they would prepare this Addendum to: (1) evaluate whether the Project's environmental impacts were already analyzed in the FEIS/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.

This Addendum is the appropriate CEQA documentation for the project because:

- the Project does not change the land uses that are currently permitted within the Tustin Legacy Specific Plan, the impacts of which have been previously analyzed in the FEIS/EIR;
- the Project would not permit an intensification of permitted uses that would lead to increased environmental impacts beyond those that are already identified in the FEIS/EIR;
- the Project does not modify previously analyzed projects in any substantive way;
- · no new mitigation measures are required;
- none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply; and,
- no new significant adverse project-specific or cumulative impacts in any environmental areas were
 identified, nor would any project-specific or cumulative impacts in any environmental areas be made
 worse as a result of implementing the Project.

1.6 Basis for an EIR Addendum

An agency may prepare an addendum to a prior EIR pursuant to CEQA Guidelines Section 15164 that states, in pertinent part, that: "The lead agency [...] shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred." An agency may prepare an addendum to document its decision that a subsequent EIR is not required. (CEQA Guidelines Section 15164, subdivisions (a) and (e) and Section 15162, subdivision (a)).

The Project is consistent with and aids in the implementation of the Specific Plans and DA. Specifically, the Project is considered to be in Land Use Category 2 of the DA and would not change the overall intent of the Education Village (PA-1), which is described as a "specialized educational environment with an array of public-serving uses" (Tustin Legacy Specific Plan, pg. 2-10). The uses permitted by the DA further SOCCCD's educational mission as discussed in SOCCCD's Long-Range Academic and Facilities Plan, dated October 2008 and which was the subject of an addendum certified on November 12, 2008 (SOCCCD Resolution 08-35). Furthermore, the DA allows for permitted uses consistent with the educational mission of SOCCCD. Such mission is to have tenants on the ATEP site who are engaged in or supportive of activities which consist principally of research and development, other technology-oriented businesses or operations which are complementary or closely related to curricula then taught on the ATEP site. SOCCCD envisioned educational activities on the ATEP site as well as partnerships with appropriate business enterprises to provide internships, workforce training opportunities, and other innovative arrangements.

In 2013, an amendment was proposed to the MCAS Tustin Specific Plan and Development Agreement, which was subject to an addendum certified on May 22, 2013. The 2013 Addendum consisted of an agreement

Introduction

between the District and the City called the Agreement for the Exchange of Real Property (Exchange Agreement). The Exchange Agreement delineates the terms and processes associated with the exchange of the ultimate ownership of approximately 22 acres of land within the former MCAS Tustin, an area now referred to as "Tustin Legacy." The project also included an amendment to the MCAS Tustin Specific Plan to modify the permitted land uses and land use intensities in parts of Neighborhood A and to construct an extension of Bell Avenue as a Secondary Arterial (now existing Victory Road); a General Plan Amendment (GPA) to add the Bell Avenue (Victory Road) extension to the City's circulation plan and correct preexisting inconsistencies with the MCAS Tustin Specific Plan; the DA and associated implementation documents; and an agreement for the funding and construction of Bell Avenue (Victory Road).

At least one project has been developed under the Development Framework and Development Agreement, which was analyzed under the 2013 and 2016 addendum: the School of Integrated Design, Engineering and Automation (IDEA) at ATEP (IDEA Building), which was subject to an addendum certified on May 2, 2016. Further, relative to the overall Tustin Legacy development, the Project would not significantly change the intensity or scale of development approved in the Tustin Legacy Specific Plan, District's DA, Long-Range Academic and Facilities Plan (LRP), Concept Plan, Land Exchange Agreement, or analyzed in the previously certified FEIS/EIR.

There are no new significant impacts resulting from the Project, nor is there any substantial increase in the severity of any previously identified environmental impacts. In addition, the circumstances under which the Project would be implemented would not result in new or more severe significant environmental impacts. None of the conditions described in Section 15162 of the CEQA Guidelines have occurred. Specifically, there have not been: (1) changes to the Project that require major revisions to the previously certified FEIS/EIR or addenda 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 to the previous FEIS/EIR or addenda 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR or addenda was certified as complete. SOCCCD and Project Sponsor will continue to comply with the adopted applicable MMRPs.

1.7 Evaluation of Alternatives

CEQA requires a comparative evaluation of a Project and alternatives to the Project, including the "No Project" alternative. This Addendum relies on the FEIS/EIR for the evaluation of alternatives. The FEIS/EIR addressed a reasonable range of alternatives for the project. The City of Tustin is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City should implement a different alternative or that a different alternative is feasible.

Consistent with Section 15183 of the State CEQA Guidelines that identifies which environmental evaluation is required for 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, which require preparation of a subsequent EIR relative to alternatives.

1.8 Summary of Findings

Based on the initial study analysis and environmental checklist prepared for the Project and pursuant to Section 15162, 15163, 15164, and 15183 of the CEQA Guidelines, SOCCCD has determined, on the basis of substantial evidence in the light of the whole record, that:

- The Project was examined in light of the FEIS/EIR and has been adequately analyzed in the FEIS/EIR
 because the Project does not substantively modify the previously-analyzed proposal included in the
 Tustin Legacy Specific Plan;
- The Project would not have any effects that were not already examined in the FEIS/EIR, no new
 mitigation measures are required, and there are no new significant adverse project-specific or
 cumulative impacts in any environmental areas that were identified, nor would any project-specific
 or cumulative impacts in any environmental areas be made worse as a result of implementing the
 Project:
- All feasible mitigation measures identified in the FEIS/EIR have been incorporated into subsequent actions that the Project Sponsor commit to fully implement;
- There is no information indicating that a different Alternative should be implemented or is feasible
 under the Tustin Legacy Specific Plan;
- The Project does not propose substantial changes to the Tustin Legacy Specific Plan or DA which
 would require major revisions to the FEIS/EIR due to new or substantially more severe significant
 environmental effects than previously analyzed in the FEIS/EIR;
- There have been no substantial changes in circumstances under which the Project would be undertaken that would require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR; and
- No new information of substantial importance as described in subsection (a)(3) of Section 15164 has been revealed that would require major revisions to the FEIS/EIR or their conclusions.

1.9 Intended Use of this Addendum

This Addendum, which includes the Environmental Checklist/Initial Study for the Project, will serve as the appropriate CEQA documentation for all applicable public agency decision-makers and the public regarding the objectives and components of the Project. The CEQA Guidelines defines an Initial Study as a preliminary analysis prepared by a Lead Agency to determine whether a new, supplemental, or subsequent EIR, Negative Declaration (ND), or Mitigated Negative Declaration (MND) or other CEQA document must be prepared or to identify the significant environmental effects to be analyzed in an EIR.²

This Addendum has been prepared in accordance with the following:

- California Environmental Quality Act of 1970 (Public Resources Code Sections 21000-21177);
- California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines, Sections 15000-15387); and,
- SOCCCD guidelines for the implementation of CEQA.

This Addendum is intended to serve as the CEQA document for any activities by the City, SOCCCD, or any responsible or other agency's actions in implementing, approving, permitting, or carrying out the Project in any other way.

1.10 Environmental Checklist Form

This checklist and the following evaluation of environmental impacts takes into consideration the preparation of environmental documents prepared at an earlier stage in the Project. Therefore, the checklist and analysis evaluate whether the environmental effects of the Project were covered in the FEIS/EIR pursuant to Section 15162 and 15168 of the CEQA Guidelines.

² California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Sections 15365 and 15367.

Introduction

The FEIS/EIR analyzed a multi-year development period for the Tustin Legacy planned urban reuse project. When individual development activities within the Tustin Legacy Specific Plan are proposed, the lead agency is required to examine individual activities to determine if their effects were fully analyzed in the FEIS/EIR. The lead agency can approve the activities as being within the scope of the project covered by the FEIS/EIR if the agency finds that pursuant to Sections 15162, 15163, 15164, and 15183 of the CEQA Guidelines that no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur. Then the lead agency can determine that no supplemental or subsequent environmental document is required.

The Project will be approved, carried out, and implemented by SOCCCD. As lead agency, SOCCCD has prepared this comprehensive Environmental Checklist to determine if the Project is within the scope of the FEIS/EIR and if new effects would occur as a result of the Project and to document its findings in this Addendum.

In January 2018, the Governor's Office of Planning & Research (OPR) proposed updates to the CEQA Guidelines to the California Natural Resources Agency. In late 2018, the Natural Resources Agency finalized the updates to the CEQA Guidelines. The updated Guidelines became effective on December 28, 2018.

1.10.1 Project Title

Legacy Medical Plaza Project

1.10.2 Lead Agency Name, Address and Contact Person

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attention: Ann-Marie Gabel, Vice Chancellor Business Services (949) 582-4664

1.10.3 Responsible Agency Name, Address and Contact Person

City of Tustin
300 Centennial Way
Tustin, California 92780
Attention: Elizabeth Binsack, Community Development Director
(714) 573-3140

1.10.4 Project Location

The Project site is located on the westerly side of the Advanced Technology & Education Park (ATEP) site, south of Orange County Rescue Mission, east of Red Hill Avenue, and north of Victory Road within the Tustin Legacy development (former MCAS Tustin).

1.10.5 Project Sponsor's Name and Address

ACS Development Group, Inc.

1.10.6 General Plan Designation - Existing

Tustin Legacy Specific Plan

Legacy Medical Plaza	
Addendum/Environmental	Checklis

Introduction

1.10.7 Zoning - Existing

Tustin Legacy Specific Plan (SP-1 Specific Plan). The Project site is also covered by an existing DA. The Specific Plan designation for the Project site is Education Village (PA 1), located within Neighborhood A.

1.10.8 Environmental Factors Potentially Affected

Any environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. The following table provides a summary of these environmental issue areas.

Table 1. Environmental Factors Potentially Affected

Aesthetics	Agriculture and Forest Resources	Air Quality
Biological Resources	Cultural Resources	Energy
Geology/Soils	Greenhouse Gas Emissions	Hazards and Hazardous Materials
Hydrology/Water Quality	Land Use/Planning	Mineral Resources
Noise	Population/Housing	Public Services
Recreation	Transportation	Tribal Cultural Resources
Utilities/Service Systems	Wildfire	Mandatory Findings of Significance

8

Legacy Me	dical Plaza
Addendum	Environmental Checklis

Introduction

1.10.9 Environmental Determination

Based on this initial evaluation, the following table identifies the environmental determination.

Table 2. Environmental Determination

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2. Project Description

2.1 Project Site Location and Composition

The Project site is located in the City of Tustin in the County of Orange within the former MCAS Tustin, now referred to as "Tustin Legacy" (regional map in Figure 1). Tustin Legacy encompasses the area within the City of Tustin. Tustin Legacy is a 1,511-acre mixed-use project, which will ultimately include housing, various commercial businesses, a various light industrial uses, schools, and community and regional parks. Portions of Tustin Legacy are developed, including an approximately one-million-square-foot outdoor shopping mall called "The District," single- and multi-family home communities, an elementary school, a homeless/transitional shelter, an abused and neglected children facility, a sheriff academy facility, Phase I of the ATEP campus and local parks. The city of Santa Ana borders Tustin Legacy to the west and southwest.

Tustin Legacy is in close proximity to five freeways: the Costa Mesa (SR-55), Santa Ana (I-5), Laguna (SR-133), Garden Grove (SR-22), and San Diego (I-405) freeways (see Figure 1). Major roadways bordering Tustin Legacy include Red Hill Avenue on the west, Edinger Avenue/Irvine Center Drive on the north, Jamboree Road on the east, and Barranca Parkway on the south. Jamboree Road provides access to the Eastern Transportation Corridor (SR-261 toll road). John Wayne Airport is located approximately 3.5 miles to the south, and the Tustin Metrolink Commuter Rail Station is located approximately 1.5 miles to the northeast of the Project site. The Project site is located on the western side of Tustin Legacy.

The Project site consists of 3.5 acres, which is a part of the 62-acre ATEP site. The Project site is located within PA 1, which is a 128.3-acre portion of Neighborhood A (Figure 2). To the north of the Project site is the Orange County Rescue Mission and Hope Drive; east is the IDEA Building, City-owned buildings, a planned public community park and a Tustin Unified School District elementary school; south is Victory Road; and west is Red Hill Avenue. Demolition of all former military structures and associated infrastructure that once occupied the ATEP site was completed in two stages, in 2012 and 2015.

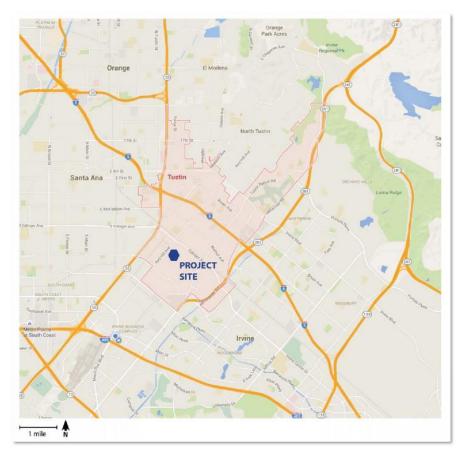


Figure 2. Regional Map



Figure 3. Project Site Boundaries



Figure 4. Aerial of Project Site

2.2 Project Components

2.2.1 Project Entitlements

The Project is subject to the following approvals by the City of Tustin:

- Site Plan and Design Review (Site Plan Review for Land Use Category 2)
- Issuance of a Grading Permit

California Division of the State Architect (DSA) approval may be needed for certain vehicle and pedestrian passage and access ways.

The components of the Project are described in more detail below. Refer to Figure 4 for the location of these features.

2.2.2 Project Improvements and Use

The Project entails the construction of one medical office building (Legacy Medical Plaza). The Legacy Medical Plaza consists of approximately 50,000 SF of gross floor area in a two-story structure. The Project would include site improvements such as parking areas, underground utility line connections, landscaping, and access driveways from Victory Road, Innovation Drive and Hope Drive (see Figure 4). A raised median will be constructed on Victory Road from Red Hill Avenue to the first driveway on Victory Road to prevent left turns into and out of the driveway on Victory Road. Innovation Drive will remain a full access intersection.

The proposed medical office building is a two-story structure, 33 feet in height, with a gross floor area of 50,000 sq. ft. Table 3 shows the breakdown between of the proposed building by floor and suite.

Table 3. Proposed Development Breakdown

Floor	Suite No.	Suite Area (SF)	Total (SF)	
F: .	100	15,100	24000	
First	150	9,800	24,900	
	200	15,360	05.100	
Second 250		9,740	25,100	
		TOTAL	50,000	

Figure 4, 5, and 6 illustrate the Project's conceptual site plan, floor plans, elevations and a rendering, respectively.

The Legacy Medical Plaza would be a tenant of the ATEP campus. The Project Sponsor, ACS Development Group, Inc. ("ACS") is required to support educational opportunities varying in categories of activity, which is outlined in the Ground Lease between SOCCCD and ACS. Categories of activity include educational support to landlord/programs, such as sponsorship of college events and scholarships; educational support to landlord students, such as hiring of students for internships, career fairs, and industry tours; and educational support to industry, such as providing workshops.



Environmental Evaluation

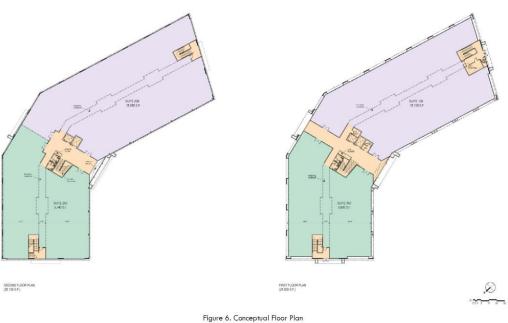




Figure 7. Conceptual Elevations

Environmental Evaluation



Figure 8. Conceptual Elevations (continued)

Environmental Evaluation

The main entry of the First Building would face southwest, towards a round driveway and drop-off area, pedestrian walkway, and parking lot. A secondary access point would be located at the northeast entrance facing an outdoor patio area. The exterior would exhibit a contemporary design with a combination of concrete panels, cut stone facing, and blue grey aluminum framed windows.

2.2.3 Parking Area

A 270-space parking area is planned to surround the proposed building, which is a ratio of 5.4 spaces per 1,000 SF. The parking lot would include three drop off areas, loading, and 258 standard stalls and 12 accessible stalls. Access to the parking area would be from three driveways: one that leads to Hope Drive, one leading to Victory Road, and one leading to Innovation Drive. Tenants and visitors to the Legacy Medical Plaza would only be permitted to park in this parking lot; parking by SOCCCD students would not be permitted. Enforcement would be overseen by the Legacy Medical Plaza operator.

The proposed number of parking spaces does not meet the minimum required spaces, which is 292. The Project Sponsor will be required to meet the Effective Standards.

2.2.4 Utilities

Utilities would be extended into the site from existing utility line stubs along Victory Road. Reclaimed water, domestic water, and sanitary sewer would connect from Victory Road to the southeastern side of the proposed building.

2.2.5 Landscaping & Stormwater Management

Landscaped areas would be installed in planting areas subject to the ATEP design guidelines. Landscaped areas are planned around the proposed building, within the parking area, and on the perimeter of the Project site. Landscaping could be used to accommodate stormwater treatment features, including, but not limited to bioswales. In addition, the Project would connect to existing storm drain on Victory Road per City of Tustin standards.

3. Environmental Evaluation and Explanation of Checklist Responses

This checklist and the following evaluation of environmental impacts take into consideration the FEIS/EIR which fully analyzed the Project.

The Project does not involve any changes in development intensity or modification in development standards. The checklist and initial study evaluate whether the conditions identified in Sections 15162 and 15168 of the CEQA Guidelines have occurred and require the preparation of a subsequent EIR, supplemental EIR, ND, or MND.

The following information is presented for each of the topical issues presented in the Initial Study environmental checklist:

- Existing Conditions
- Project Impact Evaluation
 - o Potentially Significant Impact
 - Less than Significant with Mitigation
 - Less than Significant Impact
 - No New Impact a check mark in the No New Impact box equates to No Substantial Change from Previous Analysis (FEIS/EIR)
- Mitigation Measures
- Sources

3.1 Aesthetics

3.1.1 Existing Conditions

The Project site contains a parking lot, trees, and vacant disturbed land. The site is within the ATEP campus, which includes the two-story IDEA Building and associated improvements. Remnants of the former MCAS Tustin including asphalt-paved streets, parking lots, concrete sidewalks, building foundations, landscaping/groundcover, and underground utilities still exist. Structures part of the decommissioned MCAS Tustin (constructed between 1943 and 1988) located within the Project site have been demolished. There are no recognized scenic vistas or scenic highways in the vicinity of the Project site.

3.1.2 Project Impact Evaluation

Except as provided in Public Resources Code Section 21099, would the project:

a) Have a substantial adverse effect on a scenic vista?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
c) In non-urbanized areas, substantially degrade the existing visual character or quality of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Environmental Evaluation

Summary of FEIS/EIR:

The FEIS/EIR identified aesthetics impacts of implementation of the Specific Plans. Visual impacts were considered significant if sensitive viewers (foreground residential viewers along Edinger Avenue and Harvard Avenue) would experience strong contrast or if there would be strong contrast to areas of high scenic quality.

The Specific Plans development would alter the appearance of the project area as seen from the surrounding viewshed, and views from within the site. Development would create visual contrast between new development and existing scattered buildings, hardscape, and vacant land in various portions of the project area over the approximately 20-year development duration. However, the FEIS/EIR determined that the only significant visual impact identified in the FEIS/EIR was the potential loss of both blimp hangars (Hangers 28 and 29), which would change existing foreground, middle-ground, and background views.

The 2016 Addendum concluded that the proposed IDEA Building would not cause aesthetic impacts that were not previously analyzed in the FEIS/EIR. The IDEA Building was determined to be a similar use as those proposed in the Tustin Legacy Specific Plan and previously analyzed in the FEIS/EIR.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

The proposed Project would construct a new two-story 50,000 square-foot medical office building at the northeast corner of Victory Road and Red Hill Avenue. The proposed building would be surrounded by landscaping in planting areas subject to ATEP design guidelines, have a maximum height of 33 feet, and would exhibit a contemporary design with a combination of concrete panels, cut stone facing, and blue grey aluminum framed windows. The size and scale of the Project is consistent with the Tustin Legacy Specific Plan development standards and would be similar to the IDEA Building and that of other buildings in Tustin Legacy.

Response to a-d:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause aesthetic impacts that were not previously analyzed in the FEIS/EIR. The Project proposes to develop structures and uses that are similar to those proposed in the Tustin Legacy Specific Plan and previously analyzed in the FEIS/EIR. The Project's square footage, height, setbacks, and other development standards are consistent with those in prior analyses. The FEIS/EIR anticipated that former MCAS buildings located on the Project site would be demolished and replaced with new construction. Visual changes to the Project vicinity have already occurred with the development of Orange County Rescue Mission, ATEP Phase I, the Rancho Santiago Community College Orange County Sheriff's Training Academy, the Orange County Animal Care Center, the U.S. Armed Forces Reserve Center, the County's Abused Children's Shelter, residential neighborhoods north and south of Valencia Avenue, the Tustin Unified School District's Heritage Elementary School, as well as the demolition of buildings on the ATEP site and the construction of the IDEA at ATEP building.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to aesthetics and visual quality that would occur as a result of the implementation of the Project. There is no new information relative to aesthetics and visual quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. No new mitigation measures are required in relation to impacts to aesthetics and visual quality.

The visual impacts of planned construction in the Tustin Legacy Specific Plan's Neighborhood A were analyzed in the FEIS/EIR, and there would be no new or substantially different aesthetic impacts as a result of the Project. Future construction on the properties would comply with the site development standards in the Tustin Legacy Specific Plan. Therefore, the overall intensity of the proposed development and the general character of the Project site would not be substantially altered by the Project.

Construction of the Project would continue the visual change from the abandoned military facilities onsite to a master-planned, multistory development. This visual change, as part of the overall visual change of the former base to the larger Tustin Legacy development was not a significant impact in the FEIS/EIR. There are

21

Environmental Evaluation

no designated scenic vistas in the Project area; therefore, the Project would not result in a substantial adverse effect on a scenic vista. The Project site is also not located within the vicinity of a designated state scenic highway. The Project would not change the conclusions of the historical analysis of the historic blimp hangars from the FEIS/EIR relative to visual changes since the Project would not affect these hangars.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to aesthetics. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe aesthetic impacts would result from the approval and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. In addition, there are no applicable mitigation measures contained in the City's 2018 City of Tustin Annual MMRP Report (2018 MMRP) for the FEIS/EIR with regard to aesthetics and visual quality. No refinements related to the Project are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Measures Not Being Implemented:</u> Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is the responsibility of other areas of the Tustin Legacy Specific Plan to implement, and therefore is not within the Project's responsibility to implement.

3.2 Agriculture and Forest Resources

3.2.1 Existing Conditions

There were no agricultural uses on the Site in the recent past. There are currently no agricultural uses on the Site.

3.2.2 Project Impact Evaluation

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 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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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c) Conflict with existing zoning for, 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))?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
1011				
d) Result in the loss of forest land	Detentially	Less than	Less than	No New
 Result in the loss of forest land or conversion of forest land to non- forest use? 	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Significant Impact	No New Impact

Legacy Med	dical Plaza
Addendum/	Environmental Checklist

e) Involve other changes in the	Potentially	Less than	Less than	No New
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?		Significant With Mitigation Incorporation	Significant Impact	Impact
		ĪП	П	

Summary of Impacts from the FEIS/EIR:

The FEIS/EIR identified 702 acres of Important Farmland onsite: 682 acres of Prime Farmland and 20 acres of Farmland of Statewide Importance. In 1999, 530 acres were leased for cultivation with row crops and citrus. Conversion of farmland to nonagricultural uses was identified as a significant and unavoidable impact in the FEIS/EIR. No substantial change to the previous analysis was identified in the 2004 Supplemental EIR, 2006 Addendum, 2013 Addendum or 2016 Addendum.

Since certification of the FEIS/EIR, all agricultural activities have ceased. The current California Department of Conservation's Farmland Mapping and Monitoring (FMMP), published August 2011, has been updated to reflect the absence of agricultural activities. The Tustin Legacy Specific Plan area is mapped as "Urban and Built-Up Land" and "Other Land."

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Response to a-e:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause impacts to agriculture and forest resources that were not previously analyzed in the FEIS/EIR. There continue to be no agricultural resources on the property. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as a result of the approval and implementation of the Project. The impacts of the development of the properties has already been analyzed in the FEIS/EIR. There is no new information relative to agricultural resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, no new mitigation measures are required in relation to impacts to agricultural resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to agricultural resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation Monitoring Required:</u> In certifying the FEIS/EIR, the Tustin City Council adopted Findings of Fact and Statement of Overriding Considerations on January 16, 2001 concluding that impacts to agricultural resources on other areas of MCAS Tustin were unavoidable (Resolution No. 00-90). No mitigation is required.

<u>Mitigation/Monitoring Not Being Implemented:</u> No new impacts or substantially more severe impacts will result from the District's and City's approval and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural resources. In addition, there are no applicable mitigation measures contained in the City's approved MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Legacy	Medical Plaza	
Addend	um/Environmental Checklis	3

3.3 Air Quality

3.3.1 Existing Conditions

The Site is presently not in use. Former military buildings on the ATEP campus have been demolished. Tustin Legacy has been building out pursuant to the Specific Plan. The ATEP site has also experienced development, including the construction of the IDEA Building.

3.3.2 Project Impact Evaluation

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) 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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
air quairry sianaara?				
c) Expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Potentially Significant Impact	Less than Significant With Mitigation	Less than Significant Impact	No New Impact
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Summary of Impacts from the FEIS/EIR:

The 2001 FEIS/EIR addressed consistency of the MCAS Specific Plan with the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plans (AQMPs), construction-related emissions, operational emissions, localized carbon monoxide (CO) "hotspots," and air toxics. The FEIS/EIR concluded that the Specific Plans would not be consistent with the 1994 and 1997 AQMPs because these plans did not

Environmental Evaluation

consider the planned intensity assumed by the Specific Plans. This impact was significant and unavoidable, and a statement of overriding considerations was adopted.

The 2001 FEIS/EIR concluded that there were significant and unavoidable construction-related (short-term) emissions that exceeded the SCAQMD thresholds. Even with incorporation of mitigation measures, impacts were determined to remain significant and a statement of overriding considerations was adopted.

Operational emissions were also considered significant and unavoidable even with implementation of the City's Traffic Reduction/Traffic Demand Management program (Ordinance No. 1062, approved in 1991), which has policies to reduce long-term emissions. A statement of overriding considerations was adopted for this impact. However, the FEIS/EIR concluded that operational emissions from businesses would comply with SCAQMD's regulations for operation and would be less than significant.

The 2001 FEIS/EIR concluded that no sensitive receptors would be exposed to CO hotspots. The analysis included intersections with the highest traffic volumes and LOS during years 2005 and 2020.

The 2013 Addendum analyzed future implementation of the ATEP campus and updated the air quality analysis to identify construction and operational related impacts resulting from the construction of between 194,109 and 816,929 SF of academic office space beyond the previously analyzed amounts, and an increase in the trip cap. In addition, the 2013 Addendum analyzed the extension of Victory Road. Based on this analysis it was determined that SCAQMD thresholds would not be exceeded and no new significant impacts would occur. Operational emissions resulting from an increased trip cap of 10,000 ADT would be below SCAQMD daily emissions thresholds for operations, and there would not be a significant operational-period air quality impact from the Project. Similarly, the 2016 Addendum analyzed the construction and operation of the IDEA Building and determined that there would be no potential for new or increased significant adverse project-specific or cumulative air quality impacts.

The 2017 SEIR analyzed the potential air quality impacts generated as a result of land use changes within the Specific Plan area. The SEIR determined the types of land uses proposed would be similar to the types of land uses under the approved plan and the net change in emissions would not exceed SCAQMD regional significance thresholds for operation-related emissions. The amendments discussed in the 2017 SEIR represented an increase in air pollutant emissions; however, the net change in emissions would not exceed SCAQMD thresholds for construction emissions. No new impacts were determined in the 2017 SEIR related to air quality.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Response to a-d:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR, including the addendum for the DA. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001 to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts for the MCAS Tustin Specific Plan. The City also adopted mitigation measures (AQ-1, AQ-2, AQ-3, and AQ-4) to reduce these unavoidable adverse impacts.

The Project site is located in the South Coast Air Basin, which is under the jurisdictional boundaries of the SCAQMD. The SCAQMD and Southern California Association of Governments (SCAG) are responsible for preparing the AQMP, which addresses federal and state Clean Air Act (CAA) requirements. The AQMP details goals, policies, and programs for improving air quality in the Basin and achieving the U.S. National Ambient Air Quality Standards (NAAQS). In preparation of the AQMP, SCAQMD and SCAG use land use designations contained in City's General Plan (including to the MCAS Tustin Specific Plan) to forecast, inventory, and allocate regional emissions from land use and development-related sources. The 2016 AQMP

Environmental Evaluation

incorporates scientific and technological information and planning assumptions, including the 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) as well as a new rule for redevelopment projects.

For purposes of analyzing consistency with the AQMP, if a proposed project would have a development density and vehicle trip generation that is substantially greater than what was anticipated in the General Plan, then the proposed project would conflict with the AQMP. On the other hand, if a project's density is consistent with the General Plan, its emissions would be consistent with the assumptions in the AQMP, and the project would not conflict with SCAQMD's attainment plans. In addition, the SCAQMD considers projects consistent with the AQMP if the project would not result in an increase in the frequency or severity of existing air quality violations or cause a new violation. The Project would construct a new medical building, which is consistent with the planned used on the ATEP site. Similarly, the Project would result in the allotted average daily trips generated by the Project. Therefore, the Project would not result in a substantial change from previous air quality impact analysis. Furthermore, vehicle trips as a result of the Project would be less than previously analyzed because vehicle emissions have reduced due to recently improved fuel efficiency and emissions standards with automobiles.

Consistent with the findings in the FEIS/EIR, implementation of proposed development on the Project site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR. The proposed 50,000 SF of built space are within the scope of the previously analyzed total SF of office space in the 2013 District/City Land Exchange Addendum. There would be no potential for new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project that was not previously analyzed in the FEIS/EIR. There is no substantial new information that shows there will be different or more significant long-term and/or cumulative impacts on the environment as a result of the Project than described in the FEIS/EIR. Therefore, the Project and its implementation are consistent with and previously analyzed in the FEIS/EIR and no new mitigation measures are required in relation to impacts to air quality.

Buildout of the MCAS Tustin site, including the ATEP area, was found in the FEIS/EIR to result in significant unavoidable air quality impacts. Consistent with these findings, development on the Project site could also result in significant unavoidable long-term and cumulative air quality impacts because it is part of the "project" analyzed in the FEIS/EIR for which this finding was made. Mitigation measures included in the FEIS/EIR will be implemented as appropriate by the Project Sponsor. The Project Sponsor will implement Mitigation Measures AQ-1 through AQ-3. The implementation of Mitigation Measures AQ-4 is the responsibility of the City and/or the City of Irvine and is not within the responsibility of the SOCCCD.

The proposed Project would include land uses that have the potential to generate toxic air contaminants (TACs). Land uses that have the potential to be substantial stationary sources would require a permit from SCAQMD for TAC emissions. Examples include industrial land uses, such as chemical processing facilities, chrome-plating facilities, dry cleaners, and gasoline-dispensing facilities. Emissions of TACs from these types of land uses would be controlled by SCAQMD through permitting and would be subject to further study and health risk assessment prior to the issuance of any necessary air quality permits under SCAQMD Rule 1401. Based on this rule, the 2017 Supplemental EIR determined that impacts related to air toxics would be less than significant. The permitting process ensures that stationary source emissions would be below the SCAQMD significance thresholds of 10 in one million cancer risk and 1 for acute risk at the maximally exposed individual. Similarly, the proposed Project would implement SCAQMD Rule 1401 and General Regulation Rule 3.18.4(c), which addresses fumes, odors, and other forms for air pollutions.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to air quality. Specifically, there have not been: (1)

Environmental Evaluation

changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> Specific air quality mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at Tustin Legacy. The mitigation measures for air quality impacts that are applicable to the Project during the implementation stages (i.e., construction) include Mitigation Measures AQ-1 and AQ-2. The Project Sponsor would implement Mitigation Measure AQ-1 by complying with South Coast Air Quality Management District Rules to reduce short-term air pollutant emissions. Mitigation Measure AQ-2 would be implemented by requiring the use of low volatile organic compound (VOC) architectural coatings for all interior and exterior painting operations. Mitigation Measure AQ-3, which relates to Transportation Demand Management Plan (TDM), will be implemented for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees.

As stated above, the FEIS/EIR also concludes that Tustin Legacy Specific Plan-related operational air quality impacts are significant and cannot be fully mitigated. A Statement of Overriding Considerations for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001 to address significant unavoidable short-term, long-term, and cumulative air quality impacts associated with all development of the Tustin Legacy Specific Plan. No new mitigation measures are required. The Project will implement the relevant mitigation measures of the 2018 MMRP that are applicable to the Project.

<u>Mitigation/Monitoring Not Being Implemented:</u> All relevant mitigation measures will be implemented by SOCCCD and the City (AQ-1 through AQ-3) or the City independently (AQ-4).

Legacy Med	dical Plaza	
Addendum/	Environmental	Checklist

3.4 Biological Resources

3.4.1 Existing Conditions

Many parts of the Tustin Legacy Specific Plan area are developed or currently under construction. Vacant land on site has largely been graded and contains no native vegetation. Additionally, the Tustin Legacy Specific Plan area currently has public and private neighborhood parks in residential neighborhoods between both Tustin and Irvine. The Project site is vacant disturbed land with an asphalt-paved parking lot, overgrown vegetation, and multiple trees. The site is within an urbanized area and not adjacent to any waterways.

3.4.2 Project Impact Evaluation

Would the project:

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 Wildlife or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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 Wildlife or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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Legacy Medical Plaza
Addendum/Environmental Checklis

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	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
nursery Sites?				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
		i L	<u> </u>	
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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
conservation prairie	П			

Summary of Impacts from the FEIS/EIR:

Vegetation onsite was identified as cultivated fields and nonnative grassland in the FEIS/EIR. Only individual remnants of native plant species, but no intact native habitat, were identified. The FEIS/EIR determined that implementation of the MCAS Tustin Specific Plan would result in impacts to jurisdictional waters and wetlands and to southwestern pond turtle. The FEIS/EIR did not find burrowing owls or suitable habitat for burrowing owl onsite. Mitigation measures were required in the FEIS/EIR and revised in the 2006 Addendun; the aforementioned impacts are less than significant after implementation of mitigation. Note that a capture and relocation plan was approved by California Department of Fish and Wildlife (CDFW) for the southwestern pond turtle, and all turtles have been relocated.

The FEIS/EIR identified several potential jurisdictional waters onsite, including but not limited to ditches and drainages, the Santa Ana/Santa Fe Channel, the Barranca Channel, and Peters Canyon Channel. It identified impacts to 16.2 acres of jurisdictional waters, 2.4 acres of which were vegetated wetlands. The 2006 Addendum, which covered 1,511 acres of the project area in the City of Tustin, identified 0.68 acre of federally protected wetlands in that area. Mitigation measures for impacts to jurisdictional waters and wetlands were included in the FEIS/EIR and revised in the 2006 Addendum.

The FEIS/EIR determined that there would be no impacts to federally listed threatened or endangered plant or animal species. It found that there would be a direct impact to four loggerhead shrike, but that it would not have an overall adverse effect to the population in southern California.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-f:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development of the whole of Neighborhood A and the associated biological impacts. No new areas will be developed under the Project. There are no new or increased significant adverse project-specific or cumulative

Environmental Evaluation

impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010, the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (now the California Department of Fish and Wildlife, CDFW) determined that the ATEP Site does not contain land that is subject to their jurisdiction or that warrants their oversight. There is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts on biological resources.

Based on current delineations of wetlands and jurisdictional waters, the Project will not affect wetlands or jurisdictional waters. The impacts resulting from the implementation of the Project, if any, would be those identified in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to biological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required</u>: The mitigation measures applicable during implementation of the Project have been identified in the City's 2018 MMRP. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation (i.e., construction) of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the 2018 MMRP.

<u>Mitigation/Monitoring Not Being Implemented:</u> The Project Sponsor would not need to implement Mitigation Bio-1 because the Project would not affect jurisdictional waters of the U.S. or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with capture and relocation of pond turtles and restoration of pond turtle habitat, these measures do not apply to the Project because no ponds exist on the Project site. If the Site continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-1, Bio-2, Bio-3, and Bio-4 would not be implemented as part of the Project.

31

Legacy Medical Plaza	
Addendum/Environmental	Checklis

3.5 Cultural Resources

3.5.1 Existing Conditions

The Project site is vacant and disturbed land with a paved asphalt parking lot, multiple trees, and overgrown vegetation. Numerous archaeological surveys have been conducted at the former MCAS Tustin Site. There are no cultural resources identified on the Project site in the FEIS/EIR.

3.5.2 Project Impact Evaluation

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
c) Disturb any human remains, including those interred outside of formal cemeteries?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Summary of Impacts from the FEIS/EIR:

The 2001 FEIS/EIR identified the following resources: Hangar 28 (northern hangar) and Hangar 29 (southern hangar) are both listed on the National Register of Historic Places. The two hangars, along with other resources onsite, were determined to be eligible for listing as a discontiguous National Historic District. Other resources include Buildings 28A and 29A, mooring mats 1 through 5, and the roads connecting these structures to Hangars 28 and 29. When previous environmental documents were prepared, it was unknown whether implementation of the Tustin Legacy Specific Plan would involve demolition of both, one, or neither of the hangars. It was determined that the loss of both hangars would be a significant and unavoidable impact. Mitigation measures were required for impacts to the two hangars and the above-described related historical resources. Impacts were identified as significant and unavoidable after implementation of mitigation.

In accordance with Section 106 of the National Historic Preservation Act, the City of Tustin, the State Historic Preservation Office (SHPO), the Advisory Council on Historic Preservation, the Department of the Navy, and the County of Orange executed a Memorandum of Agreement that identified measures to mitigate the impacts of the destruction of portions of the eligible historic district, including the removal of Hangar 28 and Hangar 29 (RBF 2008). Pursuant to the agreement, the County of Orange conducted a marketing study of Hangar 28 and the City of Tustin conducted a marketing study of Hangar 29. Both jurisdictions reached the conclusion that there is no economically viable use for the hangars, requiring implementation of mitigation

Environmental Evaluation

measures from Stipulation III of the agreement. The required mitigation measures included a written history, documentary video, and exhibit. All mitigation measures identified in Stipulation III of the agreement have been satisfied.

One archaeological site was known to be located within the MCAS Tustin Specific Plan area; this site was destroyed by construction of two tanks before 1971. The site was described as containing shells, and an arrowshaft straightener, mortar, and metate were reportedly discovered at the site. Impacts to archaeological resources were identified as less than significant after mitigation in the FEIS/EIR.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

The proposed Project would construct a new 50,000 square-foot medical office building with parking lot and landscaping onsite. The Project site would be graded during construction. There are no existing structures onsite to be demolished. Excavation would be conducted during construction for utilities to connect underground from Victory Road.

Responses to a-c:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project proposes to develop the same areas as proposed in the Tustin Legacy Specific Plan and previously analyzed in the FEIS/EIR. The Project would not cause impacts to cultural resources. The impacts of the Tustin Legacy Specific Plan on cultural resources, including any that may be present on the Project site, were considered in the FEIS/EIR.

It is possible that previously unidentified buried archeological resources within the Project site could be discovered during grading and other construction activities. With the inclusion of Mitigation Measures Arch-2, which requires construction monitoring for cultural resources, potential impacts to these resources can be reduced to a level of insignificance as found in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to cultural and paleontological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> The Project Sponsor would implement Mitigation Measure Arch-2 by retaining a County-certified archaeologist and conducting the required consultations prior to obtaining grading permits.

<u>Mitigation/Monitoring Not Being Implemented:</u> Other mitigation measures for cultural resources in the FEIS/EIR and City's 2018 MMRP are not applicable to the Project site and are the responsibility of others to implement.

Legacy Me	dical Plaza
Addendum	Environmental Checklist

3.6 Energy

3.6.1 Existing Conditions

The Project site is a vacant site with an asphalt-paved parking lot, multiple trees, and overgrown vegetation. There are no existing uses on the site that generate the need for energy resources.

3.6.2 Project Impact Evaluation

Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
operation.				
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	Potentially Significant Impact	Less than Significant With Mitigation	Less than Significant Impact	No New Impact
		Incorporation		

Summary of Impacts from the FEIS/EIR:

Energy was not previously analyzed as a separate individual topic. This does not mean the Energy was not analyzed. Rather, impacts related to energy were addressed within greenhouse gas and utilities impact analyses. Since the State CEQA Guidelines has been revised by the Office of Planning and Research to include separate criteria and thresholds, this Addendum includes energy as a separate topic. The environmental setting for the 2017 SEIR established that there is an increased energy demand is a result of increases in average temperature and higher frequency of extreme heat events combined with new residential development across the state driving up the demand for cooling. Energy demand is reduced with the adoption of applicable energy efficiency programs, building and appliance standards, and use of renewable sources. The 2001 FEIS/EIR generally concluded that the implementation and future development of the MCAS Tustin Specific Plan would increase energy consumption, analyzed under sections covering air quality, but that implementation of the State's energy conservation standards would reduce the impact. Development at the ATEP site at the level permitted by the DA was included in the 2001 FEIS/EIR.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis. The Project would construct a new 50,000 gross square foot medical office building on an existing vacant site. The construction and operation of the Project would generate demand for electricity, natural gas, as well as gasoline for motor vehicle trips. Operational use of energy includes the heating, cooling, and lighting of building areas, water heating, operation of electrical systems, parking lot and outdoor lighting, and the transport of electricity, natural gas, and water to the areas where they would be consumed. This use of energy is typical for urban development, and no operational activities or land uses occur that would result in extraordinary energy consumption.

Environmental Evaluation

The proposed Project would be required to meet the current Title 24 energy efficiency standards, which are updated on 3-year cycles. Typical Title 24 measures include insulation; use of energy-efficient heating, ventilation, and air conditioning equipment (HVAC); solar-reflective roofing materials; energy-efficient indoor and outdoor lighting systems; reclamation of heat rejection from refrigeration equipment to generate hot water; and incorporation of skylights, etc. There is no other new information relative to energy that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts on energy. The impacts resulting from the implementation of the Project, if any, would be those identified in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to geology and soils. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for energy. In addition, there are no mitigation measures contained in the City's 2018 MMRP with regard to geology and soils. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for energy. In addition, there are no mitigation measures contained in the City's 2018 MMRP with regard to energy.

Legacy Medical Plaza	
Addendum/Environmental Checklis	31

3.7 Geology and Soils

3.7.1 Existing Conditions

There are no known geotechnical conditions that would preclude implementation of the Project. Geotechnical conditions on the Project site are similar to geotechnical conditions throughout Tustin Legacy.

3.7.2 Project Impact Evaluation

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: 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.	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: ii) Strong seismic ground shaking?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: iii) Seismic-related ground failure, including liquefaction?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: iv) Landslides?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Legacy Medical Plaza	
Addendum/Environmental Checklis	s

b) Result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

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 onsite or off-site landslide, lateral spreading, subsidence, liquefaction or	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
collapse?		lП	lп	l 🖂
		. —		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect	Potentially Significant Impact	Less than Significant With Mitigation	Less than Significant Impact	No New Impact
risks to life or property?		Incorporation		
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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
	1 1 1			1\1

Summary of Impacts from the FEIS/EIR:

Impacts related to collapsible soils, regional subsidence, expansive soils, slope instability, and erosion were identified in the FEIS/EIR as less than significant after compliance with state and local regulations and standards, and established engineering procedures and techniques. No impacts related to landslides or mudflows were identified.

No active faults were identified on or next to the site. The FEIS/EIR identified 10 active faults ranging from 10 miles to 48 miles from the project area and estimated to be capable of generating earthquakes ranging from magnitude 6.5 to 7.8. Impacts related to surface rupture of a fault, strong ground shaking, ground failure including liquefaction, tsunamis and seiches, and flooding due to dam failure after an earthquake were all identified as less than significant.

Site soils were identified as highly to very highly expansive in the FEIS/EIR. Measures identified in the FEIS/EIR for reducing hazards from expansive soils include removal of clay-rich soils and replacement with

Environmental Evaluation

a specified thickness of nonexpansive granular soil beneath structures, concrete slabs, and footings; improving the expansive soil with presaturation of expansive materials; supplemental reinforcement of the building foundations and slabs; and installing post-construction drainage control to minimize the collection of water under or adjacent to structures. Impacts were identified as less than significant in the FEIS/EIR after compliance with state and local regulations.

Soils underlying the site were identified as having moderate to high sensitivity for paleontological resources in the FEIS/EIR. However, impacts to paleontological resources were identified as less than significant after mitigation in the FEIS/EIR.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-f:

No Impact Due to No Substantial Change from Previous Analysis. Implementation of the Project would not cause any direct impacts to geology and soils. The Project proposes to develop the same areas as proposed in the Tustin Legacy Specific Plan and previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR as prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to geology and soils.

The FEIS/EIR found that impacts to soils and geology resulting from implementation of the Tustin Legacy Specific Plan would include non-seismic hazards (such as local settlement, regional subsidence, expansive soils, slope instability, erosion, and mudflows) and seismic hazards (such as surface fault displacement, high-intensity ground shaking, ground failure and lurching, seismically-induced settlement, and flooding associated with dam failure).

As identified in the FEIS/EIR, it is possible that previously unidentified buried paleontological resources within the Project could be discovered during grading and other construction activities. With the inclusion of Mitigation Measures Paleo-1 and Paleo-2, which require construction monitoring for paleontological resources, potential impacts to these resources can be reduced to a level of insignificance as found in the FEIS/EIR.

The FEIS/EIR concluded that compliance with state and local regulations and standards, along with established engineering procedures and techniques, would avoid unacceptable risk or the creation of significant impacts related to geotechnical issues. No substantial change is expected during implementation of the Project from the analysis previously completed in the certified FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to geology and soils. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required</u>: No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required

Environmental Evaluation

for geology and soils. SOCCCD and the City would require the Project Sponsor to implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a County-certified paleontologist and complying with the requirements of the established Paleontology Resources Management Plan (PRMP) for Tustin Legacy. In addition, there are no mitigation measures contained in the City's 2018 MMRP with regard to geology and soils. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for geology and soils. In addition, there are no mitigation measures contained in the City's 2018 MMRP with regard to geology and soils.

3.8 Greenhouse Gas Emissions

3.8.1 Existing Conditions

Emitting greenhouse gases (GHGs) into the atmosphere is not itself an adverse environmental effect. Rather, it is the increased accumulation of GHGs in the atmosphere that result in global climate change. The consequences of that climate change can cause adverse environmental effects. Due to the complex physical, chemical, and atmospheric mechanisms involved in global climate change, it is not possible to predict the specific impact, if any, to global climate change from one project's relatively small incremental increase in emissions. One project's contribution is not likely to be significant by itself. Rather, the inquiry is whether the impact of the project's emissions of GHGs is cumulatively considerable.

The Tustin Legacy Specific Plan planning area consists of open space in addition to residential, commercial, retail, and institutional uses. These uses currently generate GHG emissions from natural gas used for energy, heating and cooking, electricity usage, vehicle trips associated with each land use, area sources such as landscaping equipment and consumer cleaning products, from water demand, wastewater generation, and solid waste generation.

3.8.2 Project Impact Evaluation

Would the project:

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
9				

Summary of Impacts from the FEIS/EIR:

The 2001 FEIS/EIR did not evaluate greenhouse gas (GHG) emissions impacts because, prior to SB 97 which went into effect January 1, 2010, it was not included in the CEQA Guidelines Appendix G checklist and the City of Tustin did not have adopted thresholds at the time of preparation.

The 2013 Addendum analyzed a modified Project that included an extension to Bell Avenue, construction of academic and office space beyond the previously analyzed amounts, and an increase in the ATEP trip budget. The air quality impact analysis assumed the construction of an additional 816,929 SF of academic space beyond that currently permitted. The 2013 Addendum also analyzed the impacts associated with 194,109 SF of academic and office space. The 2013 Addendum found that there were no substantial changes from the previous analysis in the FEIS/EIR.

The 2017 Supplemental EIR concluded that implementation of the Tustin Legacy Specific Plan as amended would result in a substantial increase of GHG emissions that would exceed the South Coast Air Quality Management District's proposed significance thresholds. However, the Tustin Legacy Specific Plan as amended in 2017 was found to reduce annual emissions by 12,239 MTCO2e per year and per capita

Environmental Evaluation

emissions by 0.7 MTCO2e/SP compared to the MCAS Tustin Specific Plan adopted in 2001. Mitigation measures AQ-3 and AQ-4 applied to the impacts associated with the amended Tustin Legacy Specific Plan and found that impacts would be reduced to a less than significant impact.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis. Implementation of the Project would not result in any increase in GHG emissions compared to the Tustin Legacy Specific Plan analyzed in the FEIS/EIR, including the District/City Land Exchange Addendum. The Project implements the previously approved and analyzed Tustin Legacy Specific Plan with no increase in building square footage, trip counts, or other factors that could potentially contribute to GHG emissions. The Project is consistent with the City's General Plan. The General Plan was incorporated into the Southern California Association of Government's (SCAG) 2016-2040 Regional Transportation Plan/Sustainable Community Strategy (SCS). On June 4, 2012, the California Air Resources Board (CARB) found that the SCS would achieve the 2020 and 2035 GHG emission reduction targets established by CARB pursuant to the Sustainable Communities and Climate Protection Act of 2008 (referred to as SB 375). The Project would comply with all federal, state, regional and local regulations that reduce GHGs.

A project, itself, does not generate enough GHG emissions on its own to influence global climate change. A GHG analysis measures a project's contribution to the cumulative environmental impact. The 2017 SEIR and the GHG analysis prepared for the 2017 SEIR included the proposed Project. Therefore, with the implementation of the proposed Project, there are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions. The Project and its implementation are consistent with the FEIS/EIR and, no new mitigation measures are required in relation to impacts to GHG emissions.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to climate change. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required</u>: No new impacts or substantially more severe impacts would result from implementation of the Project; therefore, no new or revised mitigation measures are required with regard to greenhouse gas emissions. In addition, there are no mitigation measures contained in the City's 2018 MMRP for the FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: Mitigation measure AQ-3 was included in the 2017 SEIR, but is not applicable to the proposed Project's air quality impacts and instead are included under greenhouse gas emissions analysis. Similarly, Mitigation Measure AQ-4 was added to the 2017 SEIR, but is only applicable to cities for implementation.

3.9 Hazards and Hazardous Materials

3.9.1 Existing Conditions

The entire MCAS Tustin site was analyzed and potential impacts identified for hazardous materials during the base closure proceedings and in the 2001 FEIR/EIS. Portions of the Tustin Legacy Specific Plan are presently undergoing remediation, and therefore remain under Navy ownership. These areas are leased to the City under a Lease in Furtherance of Conveyance agreement (LIFOC). The non-fee portions of the ATEP site were subsequently subleased from the City to SOCCCD pursuant to the LIFOC agreement. The Navy is responsible for the remediation of hazards and hazardous materials resulting from its activities until remediation is completed. The Project site is located in the fee portion of the property owned by SOCCCD and is not within the area subject to the LIFOC agreement or affected by the Navy's remediation activities.

Asbestos-containing materials (ACMs) and lead-based paint (LBP) were identified in previous surveys within the Tustin Legacy Specific Plan. There are well-established existing laws and procedures for remediating these two conditions. Remediation of these conditions have been addressed as part of a building demolition program on SOCCCD properties, and will also be implemented by the City as demolition proceeds on their properties. The demolition work was previously approved by the SOCCCD and is not a part of the Project. The presence of these two conditions in the military buildings has been thoroughly analyzed in the previously certified FEIS/EIR and does not affect the implementation of the Project.

3.8.2 Project Impact Evaluation

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
				\boxtimes
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Legacy Me	dical Plaza
Addendum,	Environmental Checklis

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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
environmenti				
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 or excessive noise for people residing or working in the project area?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
in the project area.				
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
physically interfere with an adopted emergency response plan or	Significant	Significant With Mitigation	Significant	1.00

Summary of Impacts from the FEIS/EIR:

Multiple hazardous materials sites were identified in the FEIS/EIR. Contaminants include trichloroethylene, trichloropropane, jet fuel, petroleum hydrocarbons, volatile organic compounds, metals, and polynuclear aromatic hydrocarbons. Asbestos-containing materials were identified in 77 buildings onsite, and nonresidential buildings built before 1980 were assumed to contain lead-based paint. Impacts were identified in the FEIS/EIR as less than significant after remediation of environmental contamination per existing agreements and regulatory compliance. Subsequent analysis provided in the 2006 and 2013 Addenda identified progress made by the ongoing cleanup activities.

Other cases of hazardous materials identified in the FEIR/EIS have been closed; site closure includes a determination by a regulatory agency that no further remedial action is required. Multiple compliance programs are in place allowing ongoing cleanup of hazardous materials sites by the Navy after the property was transferred. The 1999 Federal Facilities Site Remediation Agreement provides for coordinated remediation via these compliance programs under the oversight of DTSC in coordination with the Santa Ana RWQCB. The Navy will remediate all hazardous materials sites overlain by proposed residential uses to residential standards pursuant to the compliance programs.

Environmental Evaluation

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-g:

No Impact Due to No Substantial Change from Previous Analysis. Implementation of the Project would not cause any direct impacts to hazards and hazardous materials. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

The FEIS/EIR included a detailed discussion of the historic and then-current hazardous material use and hazardous waste generation within the Tustin Legacy Spedific Plan area. The Navy is responsible for planning and executing environmental restoration programs in response to releases of hazardous substances for MCAS Tustin. The FEIS/EIR concluded that the implementation of the Tustin Legacy Specific Plan would not have a significant environmental impact from the hazardous wastes, substances, and materials on the property during construction or operation since the Navy would implement various remedial actions pursuant to the Compliance Programs that would remove, manage, or isolate potentially hazardous substances in soils and groundwater. As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan (AELUP) and is subject to height restrictions. The Project does not propose changes to the 100-foot height limitation included in the Tustin Legacy Specific Plan.

As mentioned previously, the Project site not included in the LIFOC area and is not affected by the Navy's remediation activities. Implementation of the proposed Project would not interfere with the Navy's remediation activities. Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental occument to evaluate Project impacts or mitigation measures with regard to hazards and hazardous materials. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts will result from implementation of the Project; therefore, no new or revised mitigation measures are required with regard to hazards and hazardous materials. In addition, there are no mitigation measures contained in the City's 2018 MMRP with regard to hazards and hazardous materials. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for hazards and hazardous materials, and no mitigation measures are contained in the City's 2018 MMRP for the MCAS Specific Plan/Reuse Plan FEIS/EIR with regard to hazards and hazardous materials.

Legacy Medical Plaza	
Addendum/Environmental Checklis	S

3.10 Hydrology and Water Quality

3.10.1 Existing Conditions

Surface water runoff from the ATEP campus generally flows east to Armstrong Avenue to existing 72-inch and 36-inch diameter drainpipes and south to Warner Avenue to a planned 36-inch diameter drainpipe.

3.10.2 Project Impact Evaluation

Would the project:

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
				\boxtimes
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 c) Substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would: 	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
which woold:	<u> </u>		П	
i) Result in substantial erosion or siltation on- or off-site?		4		
		I		
c) Substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner, which would:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?				

Legacy	Medical Plaza	
Addend	um/Environmental Checklis	3

	c) Substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner,	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
l	which would:				M
	iii) 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?			Ш	
Г			1	11 1	1 51 - 51
	c) Substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner,	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
	which would: iv) Impede or redirect flood flows?				
	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
l					
	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Summary of Impacts from the FEIS/EIR:

Water Quality: Groundwater under the Specific Plans area ranges from brackish to saline; shallow groundwater onsite is contaminated with hazardous materials in several places. Water quality impacts were identified in the FEIS/EIR as less than significant after regulatory compliance. No substantial change was identified in subsequent environmental reviews.

Hydrology: Planning Area 20 was designated as a 100-year flood zone by the Federal Emergency Management Agency (FEMA). Peters Canyon Channel was also identified as a 100-year flood zone. The balance of the project area was outside of 100-year flood zones. Tustin Legacy Specific Plan development would require storm drainage improvements to reduce flood hazards in Planning Area 20. Impacts were identified as less than significant in the FEIS/EIR.

Implementation measures included in the 2004 Supplemental EIR required drainage studies and that projects make fair-share contributions to the Orange County Flood Control District for construction of flood control

Environmental Evaluation

facilities required by the affected projects. No substantial change from previous analysis was identified in the 2006 Addendum.

In 2004, a Master Runoff Management Plan for Tustin Legacy was approved by the City of Tustin. The Master Plan covered the ultimate buildout of the Tustin Legacy property, including all 22 Planning Areas and their ultimate land uses—e.g., residential, mixed use, commercial, and park space. A master backbone storm drain system was designed and sized to accommodate the ultimate buildout peak flow for each Planning Area and land use. The design of the master storm drain system also includes significant detention systems to control and manage downstream peak flows. Since the approval of the Master Plan, much of the backbone storm drain infrastructure and detention systems have been constructed.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-e:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not cause a direct impact to hydrology and water quality. A Stormwater Pollution Prevention Plan (SWPPP), including an Erosion Control Plan, will be implemented during construction, and a Water Quality Management Plan (WQMP) will be implemented during operations. Each of these plans includes Best Management Practices (BMPs) to minimize impacts related to stormwater flows. As concluded in the FEIS/EIR, preparation of a WQMP for future development projects on the Project sites in compliance with all applicable regulatory standards would reduce water quality impacts from development activities to a level of insignificance.

Additionally, the Project does not include any change to setbacks or other development standards that impact drainage. Any changes in drainage resulting from construction will be compliant with the master drainage plan in place for MCAS Tustin, as analyzed in the FEIS/EIR. The Project would not result in an increase of impervious surface area from the amount that was previously analyzed in the Tustin Legacy Specific Plan.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to hydrology/water quality that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality.

The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the Project site vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. Therefore, the analysis and conclusions in the FEIS/EIR relative to impacts related to groundwater supply, groundwater levels, or local recharge have not changed substantially. In addition, no change to the backbone drainage system is proposed. Therefore, no new or more severe impacts related to drainage patterns, drainage facilities, and potential flooding would result from the Project.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to hydrology and water quality. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Environmental Evaluation

<u>Mitigation/Monitoring Required</u>: Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, WQ-4, and WQ-5 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the FEIS/EIR and 2018 MMRP.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measure WQ-3 requires others to participate in the RWQCB's Nitrogen and Selenium Management Program (NSMP) Working Group and contribute to funding and implementing the Working Plan. Because this mitigation measure is the responsibility of others to implement, it does not fall within the responsibility of the Project to implement.

3.11 Land Use and Planning

3.11.1 Existing Conditions

In 2013, the plan for ATEP was further revised through a land exchange agreement with the City of Tustin, the addition of a new roadway, and modification of the trip caps affecting the site. CEQA analysis for the 2013 revisions was provided by the District/City Land Exchange Addendum. The former military buildings on the SOCCCD parcels have been demolished.

The Project site is located within the ATEP campus and subject to the revisions from the 2013 land exchange agreement with the City of Tustin. The first building—the IDEA building—was built on the ATEP site and internal circulation roads and connections were constructed on the ATEP site.

3.11.2 Project Impact Evaluation

Would the project:

a) Physically divide an established community?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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Summary of Impacts from the FEIS/EIR:

The FEIS/EIR determined that the project required amendments to the General Plan and Zoning Ordinance to provide consistency with the general plan and zoning designations in the cities of Tustin and Irvine. It found that the intensification and change of land uses pursuant to the Tustin Legacy Specific Plan could create land use incompatibilities with surrounding land uses and internal incompatibilities within the project area. Implementing Actions were incorporated to mitigate this impact by addressing compatibility through processing of land use plans and amendments consistent with the applicable general plans and zoning ordinances.

In 2001, the City of Tustin adopted a General Plan land use designation "MCAS Tustin Specific Plan," and the Specific Plan was adopted on February 3, 2003 (Ordinance 1257). As described previously, the Specific Plan established the zoning designations, development standards, and entitlement framework for future development in the Specific Plan area.

The 2013 Addendum determined that implementation of the modified project would not cause any direct impacts to land use and planning. The development intensity (the amount of total square footage and corresponding FAR) was permitted to increase because the increase was negligible compared to the total amount of planned development within Tustin Legacy, and continued to be subject to trip caps imposed by the Tustin Legacy Specific Plan. The 2013 Addendum included an increase in the trip cap as a result of increased roadway capacity provided by the Bell Avenue extension (Victory Road). The 2013 Addendum

Environmental Evaluation

found no new impacts related to land use and planning. Similarly, the 2016 Addendum found no new impacts related to the construction and operation of the IDEA building.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis: Implementation of the Project would not cause any direct impacts to land use and planning. There would be no change to development intensity, building height restrictions, setbacks, signage, and other development standards. The Project would not physically divide any Specific Plan land use or conflict with the Specific Plan. There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to land use planning.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to land use and planning. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required</u>: The FEIS/EIR concludes that there would be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those previously identified in the FEIS/EIR. Mitigation Measure LU-2(k), regarding the completion of drainage studies prior to grading for new development, is applicable because the Project includes grading and construction activities. The mitigation measures applicable to the Project were implemented following adoption of the Tustin Legacy Specific Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The District and City will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measures LU-1 and LU-2 required the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires that infrastructure construction be properly phased by the Cities of Tustin and Irvine, and therefore is not within the responsibility of the Project. LU-2(b) is not applicable to the SOCCCD since no recording of subdivision maps is proposed as part of the Project. Per the City's adopted 2018 MMRP, the SOCCCD recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c), regarding funding construction of capital improvements, does not apply to the SOCCCD because the City exempted the SOCCCD's property from fair-share backbone infrastructure fees (per section 4.7.1.2 of the District Conveyance Agreement); however, for the proposed project, which is a non-educational use, the mitigation measure would apply. Measures LU-2(g) and (i) are not applicable because the Project site is not within the 100-year floodplain (Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 06059C02791), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because

Environmental Evaluation

it only applies to the Tustin Legacy developer(s). Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because no subdivision maps are being recorded as part of the Project. Mitigation Measure LU-2(l), regarding an agreement with the Orange County Flood Control District for fair-share contributions to flood control facilities, is not applicable because no subdivision maps are being recorded as part of its Project and the Mitigation Measure only applies to the City of Tustin. In addition, the City exempted the SOCCCD's Property from fair-share backbone infrastructure fees per section 4.7.1.2 of the Conveyance Agreement. Mitigation Measure LU-2(t) is not applicable because no school fees are required for the Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City of Tustin, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable to the Project because no subdivision map is proposed as part of the Project, the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

51

Legacy Medical Plaza	
Addendum/Environmental Checklis	31

3.12 Mineral Resources

3.12.1 Existing Conditions

There are no known mineral resources or activities located on the Project Site.

3.12.2 Project Impact Evaluation

Would the project:

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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Summary of Impacts from the FEIS/EIR:

No mineral resources valuable to the region or the state or identified in the general plans of the cities of Tustin or Irvine, were identified in the FEIS/EIR. No impacts to mineral resources are identified in previous environmental documents.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis: The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to mineral resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to mineral resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from

Environmental Evaluation

implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. In addition, there are no mitigation measures contained in the City's 2018 MMRP for the FEIS/EIR with regard to mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no new or revised mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

Legacy Medical Plaza	
Addendum/Environmental Checklis	1

3.13 Noise

3.13.1 Existing Conditions

The ambient noise environment on the Project site is influenced by the surrounding roadways, the RSCCD's Sheriff's Training Academy, a rail line located north of Edinger Avenue, and construction and remediation activities on surrounding parcels.

3.13.2 Project Impact Evaluation

Would the project

vould the project:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
			П	\square
			· <u></u>	
b) Generation of excessive groundborne vibration or	Potentially Significant	Less than Significant	Less than Significant	No New Impact
groundborne noise levels?	Impact	With Mitigation Incorporation	Impact	
	П		lП	\square
c) For a project legated within	Potentially	Less than	Loca them	No Now
c) For a project located within the vicinity of a private airstrip or 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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

exceeded noise criteria established in the noise elements of the general plans for the cities of Tustin, Irvine, and Santa Ana. Sensitive receptors are residences, schools, libraries, hospitals, and recreational areas. The FEIS/EIR identified that an increase of 3 dB over existing noise levels experienced by a sensitive receptor would be a significant impact.

The FEIS/EIR determined that the increase in traffic levels would not result in a significant impact to roadways surrounding the Tustin Legacy Specific Plan area. However, significant noise impacts were found for residents near the extension of Tustin Ranch Road to Von Karman Avenue and to residential and park uses adjacent to Warner Avenue between Harvard and Culver Drive.

Environmental Evaluation

The FEIS/EIR found that future sensitive receptors developed in accordance with the Tustin Legacy Specific Plan would incorporate applicable regulations and impacts would be less than significant. The FEIS/EIR also determined that there would be a significant impact to existing onsite housing planned for reuse. Mitigation measures were incorporated to reduce noise levels below 65 dB to less than significant levels.

The 2013 Addendum determined implementation of the modified project would not cause any substantial impacts to noise. The land exchange and land use changes permitted an increased trip cap of 10,000 ADT. The primary land use in the vicinity of the Project site that would be impacted by an increase in noise was determined to be the Orange County Rescue Mission. The 2013 Addendum analyzed the projected noise levels 50 feet from roadway centerline post construction of the ATEP site, assuming the addition of 10,000 ADT. Many roadways were expected to experience a decrease in traffic noise when the Bell Avenue extension (Victory Road) was to be completed due to a shifting in traffic patterns resulting from the diverted traffic. Both Valencia Avenue and Warner Avenue were anticipated to experience up to a 2 dB reduction in traffic noise levels. Traffic noise along Armstrong Avenue south of Valencia Ave. was to have the potential to experience a noise increase of +2 dB CNEL at 50 feet from the roadway centerline, but this is less than the level of human detection and less than the significance threshold. The next highest project-associated traffic noise increase is on Red Hill Avenue between Bell Avenue and Valencia Avenue. This +1.0 dB CNEL increase was similarly less than significance thresholds and would not create a detectable noise increase. Traffic noise associated with the addition of 10,000 trips was therefore not expected to create a significant noise impact.

Consistent with the 2013 Addendum, the 2016 Addendum also found that there would be no new or greater impact than was analyzed in the FEIS/EIR. The now constructed IDEA Building has not experienced noise levels greater than allowed noise levels.

The 2017 Supplemental EIR found that a Tustin Legacy Specific Plan amendment would result in an increase in long-term operation-related noise along two roadway segments and reduce to a less than significant level with mitigation incorporated from the 2001 FEIS/EIR (MM N-1 and MM N-3) and the 2004 Supplemental EIR (MM NR-1 through NR-7).

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-c:

No Impact Due to No Substantial Change from Previous Analysis: Implementation of the Project would not cause any impacts to noise beyond those previously analyzed in the FEIS/EIR. The Project is an implementation and construction of the scope of development previously analyzed for the site, and there is no change in the proposed land use or intensification of uses that would result in increased noise generation.

Both short-term (construction-period) and long-term (operational-period) noise impacts were analyzed in the FEIS/EIR; construction and operation of the Project would be required to comply with applicable adopted mitigation measures and state and local regulations and standards, along with established engineering procedures and techniques, thus avoiding significant short-term construction-related noise impacts. The Project site is not located within the 60 CNEL contour for airport operations. Therefore, implementation of the Project would not involve the development of any noise-sensitive land uses susceptible to excessive noise related aircraft operations within the 60 CNEL.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to noise. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial

Environmental Evaluation

changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

<u>Mitigation/Monitoring Required:</u> The FEIS/EIR concludes that with implementation of identified mitigation measures, there would be no significant impacts related to noise. The Project does not increase the severity of the noise impacts previously identified in the FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. Mitigation Measure N-3 will apply to the project during construction to ensure interior and exterior noise levels do not exceed the City's noise standards.

<u>Mitigation/Monitoring Not Being Implemented:</u> Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, have been completed by the City of Tustin. Mitigation Measure N-4 will not apply to the Project in relation to noise studies adjacent to Warner and Harvard Avenues.

Legacy Med	dical Plaza	
Addendum/	Environmental	Checklist

3.14 Population and Housing

3.14.1 Existing Conditions

There is no housing and associated population on the ATEP campus.

3.14.2 Project Impact Evaluation

Would the project:

a) Induce substantial unplanned 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)?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Summary of Impacts from the FEIS/EIR:

The 2001 FEIS/EIR found that development of the Tustin Legacy Specific Plan would have resulted in a total population of 12,514, (10,900 in Tustin), resulting in a net population increase of approximately 9,350 persons. The 2001 FEIS/EIR analyzed the demolition of the barracks units and conversion to civilian use. Buildout of the Tustin Legacy Specific Plan allowed 4,601 residential units, including the 1,537 converted or replaced units. In addition, the 2001 FEIS/EIR found that buildout would have resulted in about 24,500 net new jobs, or a net increase of approximately 24,500 jobs. In addition, the project was expected to generate 15,081 indirect jobs. The 2001 FEIS/EIR concluded that the increase in population, housing, and employment due to the implementation of the Tustin Legacy Specific Plan was a beneficial impact because it would fulfill an identified shortfall in housing and meet the goals of the project to generate jobs.

The 2001 FEIS/EIR determined that there would be no adverse impact related to the jobs/housing balance. It was determined that the majority of new jobs would be filled by existing residents within Orange County and it would provide enough new housing for employees residing outside of the County. No significant impact was identified.

The 2006 Addendum updated the demographic data and growth projections for the City of Tustin and County of Orange using the Orange County Projections 2004 (OCP 2004) prepared by the Center for Demographic Research (CDR) at California State University, Fullerton. OCP 2004 includes buildout projections assumed for the Tustin Legacy Specific Plan. The changes in projections showed an increase in population and employment in Tustin with a slightly lower housing stock, indicating a larger household size.

The 2013 and 2016 addenda did not involve any changes to population or housing projections disclosed in previous environmental analyses. Therefore, no impact was a result of no substantial change from previous analysis.

Environmental Evaluation

The 2017 Supplemental EIR amended the Tustin Legacy Specific Plan from the construction of 4,601 residential units and 11,287,725 square feet of nonresidential building space to the construction of 6,813 residential units and 9,532,419 square feet of nonresidential building space. The difference between these two scenarios represented an overall increase of 2,212 dwelling units and a decrease of 1,755,306 square feet of building space.

<u>Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:</u>
The proposed Project would construct a new 50,000 square foot medical office building. The Project would not include the construction of new housing.

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis: Implementation of the Project would have no impacts to population and housing. There are no new or increased significant adverse project-specific or cumulative impacts with regard to population and housing that are identified as a result of the adoption and implementation of the Project. There is no new information relative to population and housing that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to population and housing.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to population and housing. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from implementation of the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the City's 2018 MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented:</u> There are no mitigation measures contained in the City's 2018 MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Legacy Medical Plaza	
Addendum/Environmental Checklist	

3.15 Public Services

3.15.1 Existing Conditions

<u>Fire</u>

The Orange County Fire Authority (OCFA) provides fire protection to the Project site and Tustin Legacy.

Police

Police protection services for the SOCCCD properties are provided by the Irvine Valley College Police Department with support from the City of Tustin and other cities that are a part of the mutual aid agreed-upon support.

Schools

There are no K-12 school facilities on the Project site.

<u>Parks</u>

There are no existing parks on the Project site.

3.15.2 Project Impact Evaluation

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	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
public services: Fire protection? Police protection? Schools? Parks? Other public facilities?				

Summary of Impacts from the FEIS/EIR:

Fire Protection

The FEIS/EIR determined that implementation of the Tustin Legacy Specific Plan would require additional firefighting personnel and equipment at existing fire stations. However, it found that buildout would not require new or expanded fire stations. All development projects would be required to meet Orange County Fire Authority (OCFA) regulations, and impacts were determined to be less than significant.

Subsequent to the certification of the FEIS/EIR, in May 2003, the Navy Disposal Plan transferred to the City of Tustin a 1.25-acre site at Edinger Avenue and the West Connector for construction of the new fire station.

Environmental Evaluation

The fire station would be funded through development in Tustin Legacy and in the City of Irvine within the former MCAS Tustin.

Subsequently, OCFA reevaluated its need for fire protection facilities with respect to response times and determined it needed to move Station No. 37 to a new location in the Tustin Legacy Specific Plan area. In March 2005, the City entered into a Memorandum of Understanding with OCFA for a new fire station at Tustin Legacy.

The 2006 Addendum found that the project would place a similar demand for fire protection services as the original project and that the fire station proposed in the Tustin Legacy Specific Plan area would meet the needs of the project. As determined by the FEIS/EIR, future projects would be required to comply with all OCFA regulations.

Police Protection

The FEIS/EIR determined that implementation of the Tustin Legacy Specific Plan would increase the demand for police services in the cities of Tustin and Irvine. The FEIS/EIR identified the need for two additional patrol units and three additional investigative units in the Tustin Police Department, and two additional sworn officers in the Irvine Police Department. However, it found that buildout would not require new or expanded police facilities and impacts would be less than significant. The 2006 Addendum found similar impacts with respect to police services and no new impacts were identified.

Schools

The Tustin Legacy Specific Plan area is within the service areas of the Tustin Unified School District (TUSD), Irvine Unified School District (IUSD), and Santa Ana Unified School District (SAUSD). TUSD serves the majority of the Tustin Legacy Specific Plan area, including Planning Areas 1, 2, 4-5, 6, 7, 8, 15, 16-19, and a portion of 13-14. IUSD serves a portion of Planning Area 15 and development east of Jamboree Road (Planning Areas 20, 21, and 22). SAUSD serves Planning Area 9-12 and a portion of Planning Area 13-14.

Libraries

The FEIS/EIR identified three public libraries within three miles of the Tustin Legacy Specific Plan area. It found that implementation of the Tustin Legacy Specific Plan would not require construction of a new library facility, and impacts were less than significant. Subsequently, Orange County Public Library (OCPL) entered into an agreement with the City of Tustin to expand the Tustin Branch Library in the Tustin Civic Center. The project was approved in September 2005 and evaluated in a mitigated negative declaration (SCH 2002041001) adopted May 2002. In 2009, the new 32,000-square-foot library opened, replacing the 15,000-square-foot facility built in 1974. The new library has a book capacity of 209,000 volumes.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Response to a

No Impact Due to No Substantial Change from Previous Analysis: Implementation of the Project would not cause any significant impacts to public services. There are no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities that are identified as a result of the adoption and implementation of the Project. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to public services and facilities.

Fire Protection

Fire protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis, and no increased or new environmental effects on the environment from

Environmental Evaluation

those previously analyzed in the FEIS/EIR.

Implementation of the Project will require compliance with existing OCFA regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. Adherence to these regulations will reduce the risk of uncontrollable fire and increase the ability to efficiently provide fire protection services to the Site. Pursuant to the FEIS/EIR, the existing fire stations in the Project vicinity with additional firefighting personnel and equipment will meet the demands created by the Project and other development within Tustin Legacy. A relocated and expanded Fire Station No. 37, located less than one mile east of the Project site, opened in 2014 to serve Tustin Legacy and surrounding areas. No new or expanded facilities were identified as being required and therefore no physical impacts were identified.

Police Protection

Police protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis, and no increased or new environmental effects on the environment from those previously analyzed in the FEIS/EIR.

The Irvine Valley College Police Department has a similar level of law enforcement capabilities as Tustin Police Department officers, including the capacity to die and arrest offenders. They also have access to the emergency radio network that is shared with the Tustin Police Department, Orange County Sheriff's Department, OCFA, and other emergency personnel. The SOCCCD property is patrolled and serviced 24 hours per day by a combination of the Irvine Valley College police and security services that are under the management of the Irvine Valley College police. Tustin Police Department officers would respond to requests for assistance on the City-owned parcel.

Implementation of the Project would not increase the need for police protection services in addition to what was anticipated in the FEIS/EIR.

Schools

The Project does not include any residential development. Therefore, the Project does not generate K-12 students and there is no impact to schools. The Project Sponsor would not be required to pay school development fees consistent with Senate Bill (SB) 50 of 1998.

Parks

Consistent with the Tustin Legacy Specific Plan, the Project does not include any park development. PA 2, located north of Valencia Avenue and the ATEP campus, is identified in the Tustin Legacy Specific Plan as a "Community Park." PA 6, located across Armstrong Avenue from the Project site, is identified as an "Urban Regional Park." There is no change to the proposed park uses in PAs 2 and 6 as a result of the Project.

Other Public Facilities

The FEIS/EIR concluded that public facilities would be provided according to a phasing plan to meet projected needs as development of the Tustin Legacy Specific Plan proceeded. The Project would not increase the demand more than what was already analyzed in the previously certified FEIS/EIR.

<u>Mitigation/Monitoring Required</u>: The FEIS/EIR concluded that there would be no significant unavoidable impacts related to public services. The Project and its implementation would not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required.

The Project Sponsor would implement Mitigation Measure LU-2(m) by ensuring adequate public services are

Environmental Evaluation

included to serve the Tustin Legacy Specific Plan as a result of the adoption and implementation of the Project (such as the construction and operation of the proposed Project), as described in the 2018 MMRP. Under Mitigation Measure LU-2, the City is responsible for ensuring that adequate fire protection, police protection, library, and parks and recreational facilities needed to adequately serve the Tustin Legacy Project is provided as necessary. According to the 2018 MMRP, SOCCCD, pursuant to the Development Agreement and Restated and Amended (Conveyance) Agreement, is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD funded Tustin Legacy Infrastructure costs for the primary educational uses while it requires payment of its Fair Share of Infrastructure fees for non-educational uses (such as the proposed Project), and is still subject to assessments from outside utility purveyors regardless of the use of project and would be responsible for any costs that are necessary if SOCCCD proposes to modify or alter existing Tustin Legacy Infrastructure as well as landscape maintenance easements.

The Project Sponsor will implement Mitigation Measures LU-2(o) by coordinating directly with the OCFA regarding potential fire protection impacts of the Project. SOCCCD's Fire Master Plan has already been reviewed and approved by OCFA as part of Phase 1 of the ATEP Campus. Mitigation Measures LU-2 (p), (q), and (r), related to fire protection, will be implemented as specific developments are proposed for the Project site. Mitigation Measure LU-2(s), regarding police protection, has been implemented by the SOCCCD, and the Tustin Police Department has been consulted regarding the existing ATEP Campus and the development of MCAS Tustin. The Project Sponsor and SOCCCD will continue to coordinate with the Tustin Police Department on issues related to the policing of the Project site. Mitigation Measures LU-2(u) regarding the Fair Share Contribution program towards Tustin Legacy Infrastructure, which includes public park at Tustin Legacy is also applicable to the Project because of its non-educational use and is therefore within the responsibility of the Project.

Mitigation/Monitoring Not Being Implemented: The City will not implement Mitigation Measure LU-2(n) because the SOCCCD is not immediately adjacent to a trail system and did not implement a trail through the ATEP campus site. Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and are therefore not within the responsibility of the Project.

Legacy Med	dical Plaza	
Addendum/	Environmental	Checklist

Environmental Evaluation

3.16 Recreation

3.16.1 Existing Conditions

Consistent with the Tustin Legacy Specific Plan, there are no public recreational facilities on the ATEP Site.

3.16.2 Project Impact Evaluation

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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
				\boxtimes
b) Does the project include recreational facilities or require the construction, expansion, or recreational facilities, which might have an adverse physical effect on the environment?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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Summary of Impacts from the FEIS/EIR:

The FEIS/EIR evaluated recreational impacts of the Tustin Legacy Specific Plan that included 126 acres of public parkland, including 118 acres in the City of Tustin (84.5-acre regional park, 24.1-acre community park, and two 5-acre neighborhood parks) and an 8-acre neighborhood park in the City of Irvine. The FEIS/EIR found that the 118 acres of public parkland in Tustin was well over the requirement established by the City's municipal code (three acres of park per 1,000 residents). It determined that the provision of approximately 126 acres of parkland would result in a beneficial impact related to the provision of parks. Construction and operation of the proposed parks were also evaluated throughout the FEIS/EIR and mitigation measures were identified.

The FEIS/EIR analyzed proposed Class I and II bikeways, riding and hiking trails proposed in the Tustin Legacy Specific Plan. Physical impacts of trail construction were identified throughout the FEIS/EIR along with the development areas. These recreational facilities were determined to be a beneficial impact to the project.

The 2006 Addendum identified an increase in parkland to 202 acres of public parks, an increase of 76 acres of public parkland compared to the original Tustin Legacy Specific Plan evaluated in the FEIS/EIR. The 2006 Addendum evaluated the elimination of a 159-acre private golf course that was originally proposed and determined that it would not have been completely accessible to the general public and may have resulted in increased environmental impacts. The Tustin Legacy Specific Plan would result in a beneficial impact related to recreation with a new community park and linear park system providing a focal point for the community. The 2006 Addendum identified a number of individual development projects that have been approved and provided additional private recreation facilities not originally envisioned in the Tustin Legacy Specific Plan.

The 2006 Addendum determined that the Tustin Legacy Specific Plan would exceed the parkland dedication requirement and would not generate an increase in the use of existing recreational facilities. Additionally, it determined that the changes proposed in the bikeway and trail system would be a beneficial impact.

Environmental Evaluation

Similarly, the 2016 Addendum determined that the Project would not result in an increase of development intensity or change in uses that would result in increased use of existing parks or recreational facilities.

The 2017 Supplemental EIR found that the Tustin Legacy Specific Plan Amendment would provide ample parkland, buildout would not increase the use of existing parks or cause the physical deterioration of existing recreational facilities. Therefore, it was determined that less than significant impacts of new changes or new information required revisions to the EIR.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-b:

No Impact Due to No Substantial Change from Previous Analysis. The Project would not result in an increase of development intensity or change in uses that would result in increased use of existing parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to recreation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from the implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

Legacy Med	dical Plaza	
Addendum/	Environmental	Checklist

Environmental Evaluation

3.17 Transportation

3.17.1 Existing Conditions

Major roadways near the Project site include:

- Warner Avenue, a six-lane major arterial, to the south;
- Red Hill Avenue to the west, currently six lanes and an eight-lane major arterial at future buildout;
- Valencia Avenue, a four-lane secondary arterial, to the north; and
- Armstrong Avenue, a four-lane secondary arterial, to the east.

Access to the Project site is primarily from Victory Road and Innovation Drive. Victory Road is a recently constructed road, connecting to Bell Avenue from Red Hill Avenue. Hope Drive, a secondary road internal to the ATEP site provides access to the Project site from the north.

3.17.2 Project Impact Evaluation

Would the project:

a) Conflict with program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
c) Substantially increase geometric hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
d) Result in inadequate emergency access?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact

Summary of Impacts from the FEIS/EIR:

The 2017 Supplemental EIR evaluated the potential for implementation of the Tustin Legacy Specific Plan Amendment to result in transportation impacts in the project and surrounding area. No new impacts were

Environmental Evaluation

made as a result of land use changes to Planning Areas 8 through 19. Impacts were determined to be significant and unavoidable.

The 2001 FEIS/EIR determined that Tustin Legacy Specific Plan buildout was estimated to generate 216,445 average daily trips (ADT). The Tustin Legacy Specific Plan buildout was forecast to result in potentially significant impacts to 16 intersections for long-range (Year 2020) conditions. Mitigation measures were identified for all significant impacts, including fair-share contribution from proponents of development projects in the area. Even with incorporation of mitigation measures, impacts were determined to be significant and unavoidable in 2020 With Project conditions for the intersections of Tustin Ranch Road at Walnut Avenue and Jamboree Road at Barranca Parkway. Impacts to all other intersections were less than significant after mitigation. Additional mitigation measures required phased completion of roadway improvements onsite based on cumulative project-generated ADT. The 2001 FEIS/EIR determined that the increase in development would create additional demand for transit service. However, the buildout would improve the circulation system which would improve service for bus routing. No significant impacts were identified on the rail system. No significant pedestrian or bicycle impacts were identified in the 2001 FEIS/EIR; however, the planned bicycle trails would provide a benefit to the pedestrian and bicycle facilities.

The 2004 Supplemental EIR identified a potentially significant additional impact at the intersection of Red Hill Avenue at Warner Avenue in the cities of Tustin and Santa Ana. Mitigation was required and implemented, and the impact was determined to be less than significant after mitigation.

The 2013 Addendum identified increased local roadway capacity related to the extension of Bell Avenue (now Victory Road), which allowed for increased intensity of development on the project site without creating new or significant traffic impacts. A traffic study was prepared by Stantec in April 2013. The 2013 Addendum designated a trip cap of 5,470 ADT for the ATEP site and 1,672 ADT for the City parcels, whereas the overall MCAS Tustin planned trip count was 216,440 ADT. Furthermore, a trip generation table was produced for two development scenarios considered for the ATEP site. Scenario 1 increases the previously approved amount of development on the ATEP site by 194,119 SF, with the total square footage of the development being allocated to 51 percent educational and 49 percent office uses. Scenario 2 increases the previously approved amount of development on the ATEP site by 816,929 SF, with the entire development devoted to educational uses.

The 2013 Traffic Study also evaluated requirements for site access, including lane geometry at the new Bell Avenue (Victory Road) intersections. Signal warrants and left-turn storage length requirements were analyzed. The analysis concluded that an appropriate design for the Bell Avenue extension, including the two major intersections at either end of the extension (at Red Hill and Armstrong Avenues), was feasible, and construction of the roadway extension would be accommodated with no adverse traffic conditions on other parts of the circulation system. Proper engineering of the roadway extension would therefore avoid any potential safety hazards due to design features.

The 2013 Addendum analyzed that the project would not involve any increase in permitted heights on the site and would not be expected to have any impact on air traffic patterns at John Wayne Airport or any other aviation facility. In addition, by providing an additional access route to the ATEP site and Tustin Legacy, a positive impact on emergency access to existing and future development in the area would result from the project.

The 2013 Addendum included analysis of a Class II bicycle lane and sidewalks along Bell Avenue. No public transit facility was proposed, as no bus route currently exists or is planned for the Bell Avenue extension. The bicycle lane and sidewalk would be beneficial to bicyclists and pedestrians. The GPA and SPA associated with the 2013 Addendum would identify a new Class II bicycle facility along the Bell Avenue extension. With these amendments, the project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

Environmental Evaluation

The 2016 Addendum determined that the IDEA building did not propose any significant adjustments to the location or design of the three access points, nor did it increase the amount of traffic by adding square footage beyond that which was previously analyzed.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a - d:

No Impact Due to No Substantial Change from Previous Analysis. The proposed Project would construct a new 50,000 gross square-foot medical office building at the northeast corner of Victory Road and Red Hill Avenue.

CEQA Guidelines section 15064.3 subdivision (b) discusses the use of vehicle miles traveled (VMT) for the impact analysis. The requirement of this section takes effect in June 2020 or where an agency has adopted thresholds for VMT. The City and SOCCCD have not adopted any thresholds regarding VMT. Therefore, the project would not be inconsistent with CEQA Guidelines section 15064.3, subdivision (b), and impacts would not occur, and no substantial change from previous analysis would occur.

The 2013 Addendum to the FEIS/EIR evaluated scenarios for the ATEP campus. Scenario 1 assumed 51 percent for academic uses and 49 percent for office uses. Scenario 2 assumed 100 percent academic land uses. Furthermore, Scenario 1 assumed 553,100 SF of General Office land uses and 7,075 ADT generated. Therefore, General Office land uses, which includes Medical Offices, per the DA would yield a vehicle trip rate of 13.27 ADT per thousand SF. The trip generation table below compares the proposed Project with the 2013 Addendum methodology, which is detailed in the ATEP Traffic Study prepared in April 2013 (included as Appendix A of the 2013 Addendum).

Table 4: Project Trip Generation

	Table 4: Project Trip Generation								
				AM Peak Hour		P <i>N</i>	PM Peak Hour		
Land Use	Units		Daily	In	Out	Total	In	Out	Total
Trip Rates									
Learning Center ¹		TSF	6.12	0.657	0.073	0.730	0.147	0.343	0.490
General Office ^{1,3}		TSF	13.27	1.654	0.226	1.880	0.306	1.494	1.800
ATEP Scenario 1			# 1						
Learning Center ¹	554.870	TSF	3396	365	41	405	82	190	272
General Office ^{1,3}	533.100	TSF	7074	882	120	1002	163	796	960
Approved Projects									
IDEA Building	32.492	TSF	199	21	2	24	5	11	16
Proposed Project Trip Generation									
Legacy Medical Plaza (General Office ³)	50.000	TSF	664	83	11	94	15	75	90
Total Trips Remaining ²			9608						

TSF = Thousand Square Feet

¹ Source: 2013 Agreement for Exchange of Real Property GPA 2013-001, SPA 2013-001, DA 2013-002 Addendum/Environmental Checklist, 3.16 Transportation/Traffic

² Tracking of projects within the analyzed ATEP Scenario 1 boundary by subtracting Daily trips from approved projects.

³ Pursuant to the DA, Exhibit H, Land Use Category 2, General Office, includes Medical Offices.

Environmental Evaluation

The proposed Project would be within the scope of Scenario 1. A new 50,000 square-foot medical office building would generate a total of 664 ADT. The Project's proponent has the right to use up to 664 ADT from the District's assigned ADTs and construct up to 50,000 gross square feet of building area consistent with the Development Framework and Development Agreement between the City of Tustin and the District dated May 22, 2013, as amended. Therefore, as shown in Table 4, the proposed Project is within the 7,074 ADT for General Office land uses planned within ATEP, and thus within the 9,608 ADT for the overall ATEP site.

The Project does not substantially modify the roadway system as previously analyzed in the FEIS/EIR. The square footage of development and the general location of the proposed medical office building is consistent with that which was previously analyzed.

The Project includes improvements to provide access via driveways on Victory Road, Hope Drive, and Innovation Drive. The three access points were previously analyzed in the District/City Land Exchange Addendum, which included a Traffic Study. The Project does not propose any significant adjustments to the location or design of the three access points, nor does it increase the amount of traffic by adding square footage beyond that which was previously analyzed.

On-site circulation would include a system of sidewalks, pedestrian walkways, and roadways connecting to Victory Road, Hope Drive, and the proposed medical office building. According to the 2013 Addendum, the extension of Bell Avenue (now Victory Road) included planned Class II bicycle lanes. These planned bicycle lanes would serve the Project site. With these features, the project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to transportation that are identified as a result of the adoption and implementation of the Project. In addition, Mitigation Measure T/C-3 requires the Project Sponsor to pay its fair share of Infrastructure fees for non-educational uses (such as the proposed Project) to reduce potential cumulative impacts. There is no new information relative to transportation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to traffic and transportation.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to recreation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> The mitigation measures applicable during implementation of the Project have been identified in the City's adopted MMRP. Mitigation Measure T/C-1 requires that prior to the approval of a site development permit, the City of Tustin must review and approve the proposed traffic control and operations plans that would minimize the traffic impacts of proposed construction activity. The plans shall address roadway and lane closures, truck hours and routes, and notification procedures for planned short-term or interim changes in traffic patterns. Mitigation Measures T/C-2 through T/C-9, IA-1, IA-2, and IA-4 are implemented by the City of Tustin and/or the City of Irvine. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation (i.e., construction) of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP

Environmental Evaluation

as stated in the 2018 MMRP Annual Report. No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project than originally considered by the previously certified FEIS/EIR. Therefore, no new or revised mitigation measures are required.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measure IA-3 requires that prior to approval of a development permit, the City of Tustin shall review traffic information provided for the project by the project developer. The City is required to evaluate project traffic impacts utilizing the circulation system and capacity assumptions included in the FEIS/EIR. Compliance with this Mitigation Measure has been completed through the Traffic Study prepared by Stantec and included in Appendix A to the 2013 Addendum. The project would not exceed traffic capacity thresholds or require the implementation of traffic mitigation measures. With the approval of the Amended and Restated Conveyance Agreement, no further action is required in compliance with Mitigation Measure IA-5. For Mitigation Measures IA-6 and IA-7, the City has determined that no off-site roadway improvements are needed on the Project site.

Environmental Evaluation

3.18 Tribal Cultural Resources

3.18.1 Existing Conditions

The Project site is a vacant site with an asphalt-paved parking lot, multiple trees, and overgrown vegetation. There are no historical resources onsite.

3.18.2 Project Impact Evaluation

a) 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:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
i) 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)?				
a) 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 apparatuable of the control of	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

ay would like 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:	Significant	Significant With Mitigation Incorporation	Significant Impact	Impact
ii) 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.				

Environmental Evaluation

Summary of Impacts from the FEIS/EIR:

Tribal cultural resources were not analyzed in FEIS/EIR because the CEQA criteria and thresholds related to analyzing tribal cultural resources did not exist at the time the FEIS/EIR were prepared. Prior impact analysis regarding archaeological resources addressed Native American viewpoints and consultation under Mitigation Measure Arch-2. This mitigation measure would be triggered prior to the issuance of grading permits.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to ai - aii:

No Impact Due to No Substantial Change from Previous Analysis.

The Project site is a previously disturbed military site. Due to the existing vacant and disturbed conditions, no listed or eligible historical resources exist on the Project site. Thus, implementation of the Project would not result in new impacts related to historical resources.

In addition, the Project site is not in an area known for having, or suspected of having, tribal cultural resources or human remains. In the unlikely event that human remains are encountered during earth removal or disturbance activities, the California Health and Safety Code Section 7050.5 requires that disturbance of the site shall halt until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation or to his or her authorized representative (included as a County condition of approval). The Coroner would also be contacted pursuant to Sections 5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be of Native American descent, the coroner must notify the Native American Heritage Commission (NAHC) within 24 hours. The NAHC would then be required to contact the most likely descendant of the deceased Native American, who would then serve as a consultant on how to proceed with treatment of the remains. Compliance with the established regulatory framework (i.e., California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98) would provide that any potential impacts to human remains would be less than significant. No new impact would occur.

Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) establishes a formal consultation process for California tribes as part of the CEQA process and equates significant impacts on "tribal aultural resources" with significant environmental impacts (Public Resources Code [PRC] § 21084.2). AB 52 requires that lead agencies undertaking CEQA review evaluate, just as they do for other historical and archeological resources, a project's potential impact to a tribal cultural resource. As described previously, the site has been highly disturbed and the potential for the Project to impact tribal cultural resources is less than significant. In addition, AB 52 requires that lead agencies, upon request of a California Native American tribe, begin consultation prior to the release of a negative declaration, mitigated negative declaration, or EIR for a project. AB 52 does not apply to a Notice of Exemption or Addendum. As this CEQA document is an Addendum, the AB 52 requirements are not applicable.

Mitigation Measure Arch-2 would reduce the potential impacts related to tribal cultural resources to a less than significant level. Thus, no new or substantially greater impacts would occur with implementation of the proposed Project when compared to those identified in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures exist regarding tribal cultural resources. There have not been 1) changes to the Project that require major revisions of the previous adopted EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;

Environmental Evaluation

2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous adopted EIR 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 were not known and could not have been known when the adopted EIR was adopted as completed.

<u>Mitigation/Monitoring Required:</u> The Project Sponsor would implement Mitigation Measure Arch-2 by retaining a County-certified archaeologist and conducting the required consultations prior to obtaining grading permits. If buried resources are found during grading within the reuse plan area, a qualified archaeologist would need to assess the Site significance and perform the appropriate mitigation. The Native American viewpoint shall be considered during this process. This could include testing or data recovery. Native American consultation shall also be initiated during this process.

<u>Mitigation/Monitoring Measures Not Being Implemented</u>: Other mitigation measures for tribal cultural resources in the FEIS/EIR and City's 2018 MMRP are not applicable to the Project site and are the responsibility of others to implement.

Legacy Med	dical Plaza	
Addendum/	Environmental	Checklist

Environmental Evaluation

3.19 Utilities and Service Systems

3.19.1 Existing Conditions

All dry utilities (electricity, cable, telephone, and gas) and wet utilities (water, wastewater and reclaimed water) are located in the streets surrounding the Project site. Existing development on the ATEP campus connect to these utilities. New utility services have been installed along Victory Road, south of the site.

3.18.2 Project Impact Evaluation

Would the project:

a) Require or result in the relocation or construction of new water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
environmental errecis:				
[
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
moniple dry years:				
c) 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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
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Environmental Evaluation

Summary of Impacts from the FEIS/EIR:

The FEIS/EIR determined that impacts to potable water supply and distribution, reclaimed water supply and distribution, wastewater conveyance and treatment, storm drainage, electricity supply and distribution, natural gas supply and distribution, and solid waste disposal were less than significant with no mitigation required. Utilities would be replaced and sized to accommodate the proposed land uses.

The FEIS/EIR determined that at buildout the Tustin Legacy Specific Plan would demand 2.8 million gallons per day (mgd) of water and 1.8 mgd of reclaimed water. It would generate 2.5 mgd of wastewater, with a peak flow of 7.7 gallons per day (gpd). All utility infrastructure, including the storm drain system would be designed to adequately accommodate development.

The 2013 Addendum determined no changes to the utilities plan presented in the Tustin Legacy Specific Plan and that any demolition, removal, replacement, and connection with new underground utilities and service systems in the adjoining streets would occur as previously analyzed in the FEIS/EIR. The 2013 Addendum increased size of 194,119 square feet (based on the more likely scenario of 51 percent academic space and 49 percent office space) to 816,929 square feet (based on the less likely scenario of 100 percent academic space) would yield only a negligible impact on utilities compared to the full scope of the Tustin Legacy Specific Plan, which included up to 4,601 residential units and over 11.4 million square feet of commercial, institutional, and recreational buildings. The full scope of this much larger development was evaluated in the FEIS/EIR as Alternative 1; however, the Tustin Legacy Specific Plan was ultimately approved with 10.4 million SF of nonresidential land uses. There is approximately 1 million SF of nonresidential uses that was fully analyzed in the FEIS/EIR but was not incorporated into the Tustin Legacy Specific Plan. The 2013 Addendum represents fewer SF than the excess square footage analyzed in the FEIS/EIR and therefore the 2013 Addendum impacts have already been assessed in the FEIS/EIR.

At the time of the preparation of the 2017 Supplemental EIR, there were no changes to the utility providers servicing the Tustin Legacy Specific Plan area. Water and wastewater services are provided by Irvine Ranch Water District (IRWD). Wastewater from the project area is treated at IRWD's Michelson Water Recycling Plant, which has capacity of 28 mgd and average wastewater flows of 18 mgd, and thus has residual capacity of about 10 mgd. A forecast Phase III expansion of the Michelson plant is planned to increase capacity to 33 mgd by 2025 (IRWD 2014).

The storm drain plan includes five major drainage areas with main line facilities and improvements to the OCFCD Barranca Channel. The backbone system follows the alignments of the major arterial roadways. The use of retention basins was also considered.

Solid waste services are provided by the Orange County Waste and Recycling and CR&R Waste Services. Electricity is provided by Southern California Edison, and natural gas is provided by Southern California Gas Company. Telephone and cable are provided by AT&T, Cox Cable, and Time Warner.

<u>Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:</u>
The proposed Project would construct a new 50,000 square foot medical office building. The Project would connect existing utilities within Victory Road to the proposed building.

Responses to a-e:

No Impact Due to No Substantial Change from Previous Analysis: The Project would not result in any change to the utilities plan presented in the Tustin Legacy Specific Plan, or require increased utility services beyond the levels analyzed in the FEIS/EIR, or the District/City Land Exchange Addendum. The square footage of development and the type of use at the Project site is consistent with that which was previously analyzed.

As described in the 2013 Addendum, once individual buildings are proposed on the Project site (such as the

Environmental Evaluation

proposed Project), an evaluation of utility needs will occur to ensure the appropriate connections are provided. Project facilities would comply with local and State code requirements related to water efficiency and the minimization of wastewater and solid waste generation. Impacts related to these utilities were evaluated in the FEIS/EIR; the Project would not result in any increase in water use and wastewater and solid waste generation over the prior analyses. Relative to stormwater, the Project would be required to implement a WQMP consistent with current standards. This would result in substantial on-site water retention and infiltration, thereby reducing off-site drainage flows and minimizing impacts to the local drainage system. All storm drains would be designed in compliance with the Tustin Legacy Master Drainage Plan.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to utilities and service systems. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required</u>: No new impacts or substantially more severe impacts would result from adopting or implementing the Project; therefore, no new or revised mitigation measures are required for public utilities. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for public utilities, and no mitigation measures are contained in the MMRP with regard to public utilities.

Legacy Me	dical Plaza	
Addendum	/Environmental	Checklist

Environmental Evaluation

3.20 Wildfire

3.20.1 Existing Conditions

The Project site is vacant and disturbed with an asphalt-paved parking lot, multiple trees, and overgrown vegetation.

3.20.2 Project Impact Evaluation

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
		1 🖳		
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities)_that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
d) Expose people or structures to	Potentially	Less than	Less than	No New
significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Significant Impact	Significant With Mitigation Incorporation	Significant Impact	Impact

Summary of Impacts from the FEIS/EIR:

At the time of the prior environmental analysis, Wildfire, was not a specific topic analyzed because the CEQA criteria and thresholds related to analyzing wildfire did not exist at the time the 2017 Supplemental EIR was prepared. However, impacts related to wildfire was addressed in other sections of the prior environmental analysis. The 2017 Supplemental EIR found that no fire hazard severity zones are mapped onsite by the California Department of Forestry and Fire Prevention (CAL FIRE 2011). Development within the Tustin Legacy Specific Plan area is required to comply with Orange County Fire Authority regulations.

Environmental Evaluation

Buildout of the Tustin Legacy Specific Plan Amendment would not expose people or structures to substantial hazards from wildland fires, and no substantial new impact would occur.

Summary of Potential Project Specific and Cumulative Impacts with the Proposed Project:

Responses to a-d:

No Impact Due to No Substantial Change from Previous Analysis: Implementation of the Project would not cause any direct impacts related to wildfires. The FEIS/EIR found that the Project site is not located within a fire hazard severity zone. Therefore, there are no new or increased significant adverse project-specific or cumulative impacts with regards to wildfires that are identified as a result of the construction and operation of the Project. There is no new information relative to wildfire that was not in existence at the time the FEIS/EIR and no new mitigation measures are required in relation to impacts from wildfires.

As discussed in the 2013 Addendum, the ATEP campus would be required to be in compliance with existing OCFA regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. This would reduce the potential impacts related to wildfires. Thus, no new impact would occur that was not analyzed in previous environmental analysis. Similarly, prior analysis determined that the Project would not result in an impact related to non-seismic geological hazards (such as slopes) and that compliance with state and local regulations and standards, along with established engineering procedures and techniques, would avoid unacceptable risk or the creation of significant impacts related to geotechnical issues.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to utilities and service systems. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

<u>Mitigation/Monitoring Required:</u> No new impacts or substantially more severe impacts would result from adopting or implementing the Project; therefore, no new or revised mitigation measures are required for wildfire. The Project Sponsor will implement Mitigation Measures LU-2(a) by coordinating directly with the OCFA regarding potential fire protection impacts of the Project. SOCCCD's Fire Master Plan has already been reviewed and approved by OCFA as part of Phase 1 of the ATEP Campus. Mitigation Measures LU-2 (p), (q), and (r), related to fire protection, will be implemented as specific developments are proposed for the Project site. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for wildfires, and no mitigation measures are contained in the MMRP with regard to wildfires.

3.21 Mandatory Findings of Significance

a) Does the project have the potential to substantially 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?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
premaiory.				
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)?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact
Total of Projectory.				
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No New Impact

Response to a-c:

No Impact Due to No Substantial Change from Previous Analysis: The FEIS/EIR previously considered all environmental impacts associated with the implementation of the Tustin Legacy Specific Plan, including mandatory findings of significance associated with the implementation of the Project. The Project would not expand the area of development and would not impact any natural habitats or other areas inhabited by sensitive species. The Project would not increase development potential compared to the full scope of the Tustin Legacy Specific Plan evaluated in the FEIS/EIR, including the Phase 3A Concept Plan Addendum and the District/City Land Exchange Addendum. The Project would not cause unmitigated environmental effects that were not already examined in the FEIS/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 were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project. All feasible mitigation measures identified in the FEIS/EIR will be incorporated into subsequent actions that the District and City commit to fully implement. Therefore, the Project does not create any impacts that have not previously been addressed by the FEIS/EIR.

Environmental Evaluation

Further, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to environmental impacts. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR 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 FEIS/EIR 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 effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from the Project; therefore, no new or revised mitigation measures are required.

<u>Mitigation/Monitoring Not Being Implemented</u>: There are no new or revised mitigation measures for mandatory findings of significance and no mitigation measures are contained in the MMRP with regard to mandatory findings of significance.

Mitigation Measures

4. Summary of Mitigation Measures

Project impacts and required mitigation (if necessary) are discussed in the environmental issue topical areas in Section 3 above – Environmental Evaluation. Based on the previously certified FEIS/EIR, the environmental evaluation determined that no new mitigation is needed for the Project. The following table (Table 5) lists the Specific Plans FEIS/EIR Mitigation Measures that are applicable to the Project.

Mitigation Measures

	Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status				
LU-2 (c)	Prior to any final map recordation (except for financing and conveyance purposes), the development applicant shall enter into a secured agreement with the cities of Tustin and/or Irvine, as applicable, to participate on a pro-rated basis in the construction of capital improvements necessary to provide adequate utility facilities.	Prior to final map recordation (except for financing and conveyance purposes)	Project developer	City of Tustin Community Development Department	SOCCD (ATEP): SOCCD has entered into an agreement with the City in which infrastructure fees for non-educational uses (Category 2) will be paid by the Project developer				
LU-2 (d)	Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRVD which autilies required facilities necessary to provide adequate potable water and reclaimed water service to the development.	Prior to the issuance of permits for any public improvements or development project.	Project developer	Gty of Tustin Community Development Department	SOCCO (ATEP): IRWD has considered the Tustin Legacy Spedific Plan in the current Urban Water Management Plan, which incorporates the build out of the ATEP site and includes the Proposed Project in analyzing the availability of sufficient water supplies.				
LU-2 (e)	Prior to the issuance of building permits, the project developer shall ensure that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements.	Prior to the issuance of the certificates of use and occupancy.	Project developer	Community Development Department (Tustin and/or Irvine, as appropriate); OCFA	SOCCCD (ATEP): Utilities providing service to the ATEP site, including the fire water lines have been designed with consideration for the build out of the ATEP site. Construction plans and permits will be required to assess fire water flows to confirm the flows are sufficient for the proposed building or if standard onsite construction measures would be needed to address the need for increased flows.				

Mitigation Measures

	M	Table 5. Specifi itigation Measures Ap		iite	
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
LU-2 (f)	Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRWD, OCSD, or the City of Tustin which outlines required facilities necessary to provide adequate sanitary sewage service to the development.	Prior to the issuance of permits for any public improvements or development project.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): The proposed Project is consistent with the Tustin Legacy Specific Plan and General Plan which informs utility purveyors' demand assumptions and provision of capacity for the planned uses. Utility connection points are adjacent to the Project site within public rights of way or onsite so extensive offsite improvements are not required. to Prior to construction permits are issued, specific designs will be considered by IRWD and OCSD to confirm connection sizes.
LU-2 (k)	Prior to any grading for any new development, the following drainage studies shall be submitted to and approved by the City of Tustin, City of Irvine, and/or OCFCD, as applicable: (1) A drainage study including diversions (i.e., off-Site areas that drain onto and/or through the project site), with justification and appropriate mitigation for any proposed diversion.	Prior to any grading for any new development. Prior to any grading for any new development.	Project developer Project developer	Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable) Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Grading and drainage plans will be submitted and approved by the City and improvements installed in conjunction with the Project.
	(2) A drainage study evidencing that proposed drainage patterns would not result in increased 100-year peak diskarages within and downstream of the project limits, and would not worsen existing drainage conditions at storm drains, aulvests, and	Prior to any grading for any new development.	Project developer	Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)	

Mitigation Measures

	м	Table 5. Specifi itigation Measures Ap		ite	
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	other street crossing including regional flood control facilities. The study shall also propose appropriate mitigation for any increased runoff causing a worsening condition of any existing facilities within or downstream of project limits. Implementation of appropriate interim or ultimate flood control infrastructure construction must be included. (3) Detailed drainage studies indicating how, in conjunction with the drainage conveyance systems included applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, building pads are made safe from runoff inundation which may be expected from all storms up to and including the theoretical 100-year flood.	Prior to any grading for any new development.	Project developer	Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)	
.U-2 (m)	General The City of Tustin and the City of Irvine, each within its respective jurisdiction, shall ensure that adequate fire protection, police protection, and parks and recreation facilities (including bileways/ratis) needed to adequately serve the reuse plan area shall be provided as necessary. To eliminate any negative impact the project could have on each community's general fund, financing mechanisms including but not limited to developer fees, assessment district financing and/or tax increment financing (in the event that a redevelopment project area is created for the Site), shall be developed and				SOCCCD (ATEP): SOCCCD or the Project Spons is required to construct all onsite improvements; Pursuant to the Development Agreement, the Project Sponsor may be subject to a required future contribution to Tustin Legacy Backbone Infrastructure and subject to assessments from outside utility purveyors.

Mitigation Measures

	м	Table 5. Specifi itigation Measures Ap		te	
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	used as determined appropriate by each City. Spedifically; (1) Applicants for private development projects shall be required to enter into an agreement with the City of Tustin or the City of Irvine, as applicable, to establish a fair-share mechanism to provide needed fire and police protection services, libraries, and parks and recreation facilities (including bikeways) through the use of fee schedules, assessment district financing, Community Facility District financing, or other mechanisms as determined appropriate by each respective city. (2) Recipients of property through public conveyance process shall be required to militaate any impacts of their public uses of	Prior to final map recordation or building permit issuance.	Project Developer Property redpients	Tustin Community Development Department, Police Department, or Parks Department or the City of Irvine, and/or OCFA, as appropriate.	
U-2 (o)	property on public services and facilities. Fire Protection/Emergency Medical Services Prior to the first final map recordation or building permit issuance for development (except for financing and reconveyance purposes), the project developer could be required to enter into an agreement with the City of Tustin or City of Irvine/OCFA, as applicable, to address impacts of the project on fire services. Such agreement could include partialpation for fire protection, personnel and equipment necessary to serve the project and eliminate any negative impacts on fire protection services.	Prior to the first final map recordation or building permit issuance for development (except for financing and recorneyances purposes).	Project developer	Tustin Community Redevelopment Agency and the City of Irvine	SOCCCD (ATEP): Pursuant to the Development Agreement, the Project Spons may be subject to a required future contribution to Tustin Legacy Backbone Infrastructu and subject to assessments fro outside utility purveyors.

Mitigation Measures

Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status			
LU-2 (p)	Prior to issuance of building permits, the project developer shall work dosely with the OCFA to ensure that adequate fire protection measures are implemented in the project.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine as applicable)	SOCCCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.			
LU-2 (q)	Prior to issuance of building permits for phased projects, the project developer shall submit a construction phasing plan to the OCFA demonstrating that emergency vehicle access is adequate.	Prior to issuance of building permits for phased projects.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.			
LU-2 (r)	Prior to the issuance of building permits, the project developer shall submit a fire hydrant location plan for the review and approval of the Fire Chief and ensure that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA-installation complete; however, a complete fire Master Plan for future phases will need to be reviewed and approved by OCFA.			
LU-2 (s)	Police Protection Prior to issuance of building permits, the project developer shall work closely with the respective Police Department to ensure that adequate security precautions are implemented in the project.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): The Tustin Police Department has reviewed the Phase 1 project; however, the Tustin Police Department will need to review all future phases.			

Mitigation Measures

	Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status				
LU-2 (v)	Parks and Recreation Prior to the first final map recordation (except for financing and re-conveyance purposes) or building permit issuance for development within the City of Tustin portion of the site, the project developer shall be required to provide evidence of compliance with all requirements and standards of the Tustin Park Code	Prior to the first final map recordation (except for financing and reconveyance purposes) or building permit issuance.	Project developer	Tustin Community Development Department and Pariss and Recreation Department	SOCCCD (ATEP) The project did not require a contribution to park facilities for educational uses. However, any non-educational uses will be required to make a Fair Share Contribution towards Tustin Legacy Infrastructure, which includes public parks at Tustin Legacy.				
Arch-2	Prior to issuance of grading permits, the cities of Tustin and Irvine shall each require applicants of individual development projects to retain, as appropriate, a country-certified archaeologist. If buried resources are found during grading within the reuse plan area, a qualified archaeologist would need to assess the Site significance and perform the appropriate mitigation. The Native American view point shall be considered during this process. This could include testing or data recovery. Native American consultation shall also be initiated during this process.	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): The SOCCCD retained an archaeologist for project construction of Phase 1; however, an archaeologist will also need to be obtained for construction of any future phases.				
Paleo-1	The cities of Tustin and Irvine shall each require applicants of individual development projects to comply with the requirements established in a PRMP prepared for the Site, which details the methods to be used for surveillance of construction grading, assessing finds, and actions to be taken in the event that unique paleontological resources are discovered during construction.	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): The SOCCCD shall be required to retain an archaeologist for all phased ATEP construction.				
Paleo-2	Prior to the issuance of a grading permit, project applicants shall provide written evidence to each city, that a county-certified paleontologist has	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP):				

Mitigation Measures

	M	Table 5. Specifi itigation Measures Ap		ite	
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	been retained to conduct salvage excavation of unique paleontological resources if they are found.				The SOCCCD shall be require to retain a paleontologist for all phased ATEP construction.
r/C-1	Construction In conjunction with the approval of a Site development permit, the CITy of Tustin and the CITy of Irvine, as applicable (for that portion of the reuse plan within Irvine), shall require each developer to provide traffic operations and control plans that would minimize the traffic impacts of proposed construction activity. The plans shall address roadway and lane dosures, truck hours and routes, and notification procedures for planned short-term or interim changes in traffic patterns. The CITy of Tustin and the CITy of Irvine, as applicable, shall ensure that the plan would minimize anticipated delays at major intersections. Prior to approval, the CITy of Tustin or the CITy of Tustin or the CITy of Irvine, as applicable shall review the proposed traffic control and operations plans with any affected jurisdiction.	Prior to Site development permit.	Project developer	Public Works Department (Tustin or Irvine, as applicable)	SOCCD (ATP): Routes provided to and approved by Public Works for Phase I of the project; however, all routes for future phases will need to be provided to and approved by Public Works.
T/C-2	Development The City of Tustin and the City of Irvine, as applicable (for that portion of the reuse plan area within Irvine), shall ensure that the arterial intersection improvements required in 2005 and 2020 and as indicated in Tables 4.12-7 and 4.12-9 of the Final BS/ER are implemented for their respective jurisdictions according to the camulative ADT thresholds identified in each table and according to the Fair Share basis noted. The ADT threshold represents the traffic volume which would result in an impact and the	Prior to issuance of certificates of occupancy.	Project developer	Public Works Department (Tustin or Irvine, as applicable)	Specific Plan "Trips" are monitored for compliance with ADT Thresholds by Public Works Department on an ongoing basis as project are entitled. SOCCCD (ATEP) The trip count for the ATEP is based on square feet. The project is within the "Learning Village" trip budget identified in the Specific Plan allocated

Mitigation Measures

	M	Table 5. Specifi itigation Measures Ap		ite	
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
-	Fair Share percentage reflects the percent of the traffic impact resulting from the reuse generated traffic. In some case, reuse traffic would generate 100 percent of the impact, thereby assuming full financial responsibility for the identified improvements. In other cases, reuse traffic would only a fraction of the traffic impacting the intersection and financial responsibility would correspond.				Phase 1 of the project; however, trip counts for future phases will be monitored by the City pursuant to the Development Agreement and Amended and Restared (Conveyance) Agreement.
T/C -1A-3	Prior to the approval of (1) a Planning Area Concept Plan pursuant to Section 4.2 of the Spedile Plan, (2) a Site development permit, or (3) a vesting tentative map for new square footage (not for finanding or conveyance purposes), a project developer shall provide traffic information consistent with the provisions of the Spedile Plan, the FEIS/EIR and the requirements of the City of Tustin Traffic Engineer. The traffic information shall (a) identify and assign traffic draulation mitigation measures required in the REIS/EIR pursuant to the Phasing Plan described in Table 4.12-10 of the FEIS/EIR (see Table 5 at the end of the Mitigation Monitoring and Reporting Program); (b) evaluate the effects of either the delay of any previously committed circulation improvements or the construction of currently unanticipated circulation system and capacity assumptions within the FEIS/EIR and any additional circulation improvements completed by affected jurisdictions for the applicable timeframe of analysis.	Prior to the approval of (1) a Planning Area Concept Plan pursuant to Section 4.2 of the Specific Plan, (2) a Site development permit, or (3) a vesting tentative map for new square footage (not for financing or conveyance purposes).	Project developer	Tustin Community Development and Public Works Departments	SOCCD (ATEP): The Project adds square footage of development which is consistent with that previous approved. SOCCCD will coordinate with the City in the timing and installation of necessary improvements related to the Project.

Mitigation Measures

Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status			
Q-1	If determined feasible and appropriate on a project-by-project basis, the City of Tustin and the City of Irvine, as applicable, shall require individual development projects to implement one or more of the following control measures, if not already required by the SCAQMD under Rule 403: Apply water twice daily, or chemical soil stabilizers according to manufacturers' specifications, to all unpaved parking or staging areas or unpaved road surfaces at all actively disturbed Sites. Develop a construction traffic management plan that includes, but is not limited to, rerouting construction truds off congested streets, consolidating truck deliveries, and providing dedicated rum lanes for movement of construction trucks and equipment on-site and off-site. Use electricity from power poles rather than temporary diesel or gasoline powered generators. Reduce traffic speeds on all unpaved roads to 15 mph or less. Pave construction roads that have a traffic volume of more than 50 daily trips by construction equipment or 150 total daily trips for all vehicles.	Prior to issuance of grading or building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Requirements were fulfilled by the SOCCCD during construction for Phase 1; however, future phases will be subject to the AGMD rules which require air pollutant emissions to not create nuisan off-site.			

Mitigation Measures

	Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status				
	 Apply approved chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for four days or more). 								
	 Replace ground cover in disturbed areas as quickly as possible. 								
	 Endose, cover, water twice daily, or apply approved soil binders according to manufacturers' specifications, to exposed piles of gravel, sand, or dirt. 								
	 Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least two feet of freeboard (i.e., minimum vertical distance between top of the load and top of the trailer). 								
	 Sweep streets at the end of the day if visible soil material is carried over to adjacent roads (use water sweepers with redained water when feasible). 								
	 Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off trucks and any equipment leaving the Site each trip. 								
Q-2	Unless determined by the City of Tustin and the City of Irvine, as applicable, to be infeasible on a project-by-project basis due to unique project characteristics, each city shall require individual development projects to use low VOC	Prior to issuance of grading or building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Responsibility of SOCCCD bu will be imposed in City conditions of approval on				

Mitigation Measures

Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status			
	architectural coatings for all interior and exterior painting operations.				entitlements pursuant to the Conveyance Agreement.			
AQ-3	Prior to the Issuance of development permits for new non-residential projects with 100 or more employees, and expanded projects where additional square footage would result in a total of 100 or more employees, the City of Tustin and the City of Irvine, as applicable, shall impose a mix of TDM measures which, upon estimation, would result in an average vehicle ridership of at least 1.5, for each development with characteristics that would be reasonably conducive to successful implementation of such TDM measures may include one or more of the following, as determined appropriate and feasible by each city on a case-by-case basis: Establish preferential parking for carpool vehicles. Provide blocycle parking facilities. Provide shower and locker facilities. Provide shower and locker facilities. Provide shower and locker facilities. Provide carpool and vanpool loading areas. Incorporate bus stop improvements into facility design. Implement shuttles to shopping, eating, recreation, and/or parking and transit facilities. Construct remote parking facilities. Provide pedestrian grade separations. Establish carpool and vanpool programs. Provide cash allowances, passes, and other public transit and purchase incentives. Establish parking fees for single occupancy vehicles.	Prior to issuance of development permits for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): SOCCCD will be required to implement TDM measures if applicable			

Mitigation Measures

	Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site								
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status				
	Provide parking subsidies for rideshare vehicles. Institute a computerized commuter rideshare matching system. Provide a guaranteed ride-home program for ridesharing. Establish alternative work week, flex-time, and compressed work week schedules. Establish telecommuting or work-at-home programs. Provide additional vacation and compensatory leave incentives. Provide on-site lunch rooms/cafeterias and commercial service such as banks, restaurants, and small retail. Provide on-site day care facilities. Establish an employee transportation coordinator(s).								
N-3	For new development within the reuse area, the City of Tustin and City of Irvine, as applicable, shall ensure that interior and exterior noise levels do not exceed those prescribed by state requirements and local city ordinances and general plans. Plans demonstrating noise regulation conformity shall be submitted for review and approval prior to building permits being issued to accommodate reuse.	Prior to issuance of building permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCO (ATEP): Phase 1 of the project is complete. The project was required to comply with the City's noise standards, and will be required for all future phases.				
WQ-1	Prior to the approval of grading plans, the project developers shall provide written evidence to the Department of Public Works that it has filed a Notice of Intent with the State Water Resources Control board in order to obtain coverage under the latest approved General Construction Permit. Pursuant to the permit requirements, developers shall develop a Stormwater Pollution Prevention Plan (SWPPP)	Prior to approval of grading plans.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Notice of Intent is on file with Community Development Department and/or Public Works Department.				

Mitigation Measures

Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site							
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status		
	that incorporates Best Management Practices for reducing or eliminating sediment and other construction-related pollutants in the Site runoff.						
WQ-2	Prior to approval of a grading plans, the Department of Public Works shall confirm that the contractors specifications require compliance with the latest approved General Waste Discharge Requirements issued by the Santa Ana Regional Water Quality Control Board to govern discharges from construction dewatering and water line/sprinkler line testing should they occur during construction. Developers shall comply with these regulations including provisions requiring notification, testing and reporting of dewatering and testing-related discharges, which shall mitigate any impacts of such discharges.	Prior to approval of grading plans.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Projects were reviewed for compliance with the General Waste Discharge Requirements.		
WQ-4	To mitigate post-construction surface water and long-term groundwater discharge water quality impacts, prior to issuance of grading permits, developers shall prepare a project WQMP, which shall be submitted to the City of Tustin or City of Irvine, as applicable, for approval. The WQMP shall be prepared in compliance with all M34 Permit requirements (including DAMP and LIP requirements), and at a minimum shall contain the following elements: - a) An Integrated Water Conservation/Storm Water Runoff and Subdrain Discharge Water Quality Management Program. This program shall integrate into the storm drainage and water	Prior to issuance of grading permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Prior to issuance of grading permits, each development is required to submit a Watter Quality Management Plan, which identifies applicable best practices.		

Mitigation Measures

Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site							
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status		
	quality control system facilities and systems to copture, recyde and conserve low flows, which may include irrigation returns and subdrain discharges, to reduce, to the extent feasible, post-development low flow surface runoff and groundwater discharge volumes. The program shall also implement one or more treatment control technologies developed under the NSMP and available at the time of project approval for nutrient and selenium removal. - b) Site Planning and Design BMPs. The WQMP shall incorporate Site design BMPs described in the Model WQMP attached as Exhibit 7.11 to the DAMP to the extent feasible and appropriate in light of proposed land uses. - c) Source Control BMPs. The WQMP shall incorporate source control BMPs described in the Model WQMP attached as Exhibit 7.11 to the DAMP to the extent feasible and appropriate in light of proposed land use. - d) Treatment Control BMPs. The WQMP shall incorporate treatment control BMPs described in the Model WQMP attached as Exhibit 7.11 to the DAMP.						
/Q-5	As required by DAMP and the MS4 Permit, as well as the Cooperative Agreement DO2-119 between the City of Tustin, OCFCD, and County of Orange, a Water Quality Technical Report	Prior to issuance of grading permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Prior to issuance of grading permits, each development is required to submit a WQMP		

Mitigation Measures

Table 5. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site							
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status		
	("WQTR") shall be prepared prior to the issuance of grading permits. The WQTR shall quantitatively and qualitatively (as appropriate) assess planned BMPs to be included in the WQMP to confirm that the treatment and hydrologic controls included in the SWPPP and WQMP will be sufficient to assure that project disharges will not cause a violation of applicable water quality standards.				which identifies applicable be practices.		

Sources and Acronyms

5. Sources/Acronyms

5.1 Sources

The following sources were consulted in the preparation of this Initial Study.

Field Observations

California Air Resources Board, October 2013. Facts about California's Sustainable Communities Plans: Southern California Association of Governments 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy

California Air Resources Board, June 4, 2012. Executive Order G-12-039, Southern California Association of Governments (SCAG) Sustainable Communities Strategy (SCS) ARB Acceptance of GHG Quantification Determination

City of Tustin and Department of the Navy, 1998. FEIS/EIR for Disposal and Reuse of MCAS Tustin and Addendum.

City of Tustin, March 2018. 2018 Revised Annual Mitigation Monitoring and Status Report for Final Joint Environmental Impact Statement/Environmental Impact Report For the Disposal and Reuse of MCAS Tustin.

City of Tustin, Reuse Plan adopted October 31, 1996, amended September 8, 1998, Specific Plan adopted by City Council Ordinance No. 1257 on February 3, 2003, and Specific Plan Amendment Adopted by City Council Ordinance No. 1311 on April 17, 2006. MCAS Tustin Specific Plan/Reuse Plan.

City of Tustin General Plan

City of Tustin Resolutions (including environmental checklists) regarding Tustin Legacy: 00-90; 04-32; 04-73; 04-74; 04-76; 04-77; 05-28; 05-35; 05-37; 05-38; 05-40; 05-71; 05-75; 05-76; 05-77; 05-78; 06-42; 06-43; 07-92; 08-09; 08-18; 08-38; 08-39; 08-42; 08-53.

RGP Planning & Development Services, November 2008. South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan and Facilities Plan, as amended by the October and November 2008 Erratas (LRP).

RGP Planning & Development Services, November 2008. South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan, as amended by the October 2008 Errata (LRAP).

RGP Planning & Development Services, July 2008. CEQA Addendum/Initial Study for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).

RGP Planning & Development Services, October 2008. CEQA Addendum/Initial Study and Appendices errata for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).

RGP Planning & Development Services, April 2013. General Plan Amendment 2013-001, Specific Plan Amendment 2013-001, Development Agreement 2013-002, and Agreement for the Exchange of Real Property between City of Tustin and South Orange County Community College District. SOCCCD/City Land Exchange. CEQA Addendum/Initial Study.

Sources and Acronyms

RGP Planning & Development Services, March 2009. Advanced Technology & Education Park (ATEP) Phase 3A Concept Plan Project. CEQA Addendum/Initial Study.

RGP Planning & Development Services, December 2011. Agreement for Exchange of Real Property. SOCCCD/County Land Exchange. CEQA Addendum/Initial Study.

Southern California Association of Governments, April 4, 2012. 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy, General Plan Land Use and Zoning Maps for City of Tustin.

Southern California Association of Governments, 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy, General Plan Land Use and Zoning Maps for City of Tustin

California Air Resources Board, Facts about California's Sustainable Communities Plans: Southern California Association of Governments 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy

California Air Resources Board, Executive Order G-12-039, Southern California Association of Governments (SCAG) Sustainable Communities Strategy (SCS) ARB Acceptance of GHG Quantification Determination

South Orange County Community College District, April 22, 2004. "Agreement Between the City of Tustin and The South Orange County Community College District For Conveyance of a Portion of MCAS, Tustin and The Establishment of an Advanced Technology Educational Campus" (the "District Conveyance Agreement").

South Orange County Community College District, November 2008. Resolution 08-35 Adopting the Addendum as Amended by the Errata dated November 2008 to the Final Environmental Impact Statement/Environment Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan dated October 1996, as Amended by the Errata dated September 1998 pursuant to the California Environmental Quality Act for the Project, the Long-Range Academic and Facilities Plan dated June 2008 and as Amended by the Errata dated October 2008 and the Errata dated November 2008, and the Long-Range Academic Plan dated June 2008 and as Amended by the Errata dated October 2008.

South Orange County Community College District, March 2009. ATEP Phase 3A Concept Plan.

State of California, California Code of Regulations

Sources and Acronyms

5.2 Acronyms

ACM asbestos-containing materials

ADT average daily trips

AELUP Airport Environs Land Use Plan

ATEP Advanced Technology & Education Park

BMP best management practices

CDFW California Department of Fish & Wildlife CEQA California Environmental Quality Act

City City of Tustin

CNEL community noise equivalent level

County of Orange County

RWQCB Regional Water Quality Control Board DAMP

Drainage Area Management Plan South Orange County Community College District District

DSA Division of the State Architect EIR Environmental Impact Report Environmental Impact Statement EIS

FV education village

FAR floor area ratio FEIS/EIR Program Final Joint EIS/EIR for the Disposal and Reuse of Marine Corps Air Station (MCAS)

Tustin (SCH No. 94071005).

FEMA Federal Emergency Management Agency

FOST Finding of Suitability to Transfer GHG greenhouse gas ICU intersection capacity utilization

LBP lead-based paint

Leadership in Energy and Environmental Design LEED

LID low-impact development

LIFOC Lease in Furtherance of Conveyance

LOS Level of Service

LRAP Long-Range Academic Plan

LRP Long-Range Academic and Facilities Plan

Migratory Bird Treaty Act MBTA MCAS Marine Corps Air Station

MMRP Mitigation Monitoring and Reporting Program

MND Mitigated Negative Declaration

Navy Department of Navy ND Negative Declaration NEPA National Environmental Policy Act

NSMP Nitrogen and Selenium Management Program

Orange County Fire Authority OCFA Orange County Flood Control District OCFCD Orange County Health Care Agency OCHCA OCSD Orange County Sanitation District OCTA Orange County Transportation Authority

planning area PA

Reuse Plan MCAS Tustin Specific Plan (previously MCAS Tustin Reuse/Specific Plan)

ROD Record of Decision

RSCCD Rancho Santiago Community College District SARWQCB Santa Ana Regional Water Quality Control Board

SB Senate Bill

SCAB South Coast Air Basin

Sources and Acronyms

South Coast Air Quality Management District State Clearinghouse SCAQMD

SCH

SF

square feet
South Orange County Community College District SOCCCD

SPA Specific Plan Amendment

MCAS Tustin Specific Plan (previously MCAS Tustin Reuse/Specific Plan) Specific Plan

SR state route SRP

Short Range Plan Stormwater Pollution Prevention Plan SWPPP

TSF thousand square feet former MCAS Tustin Site Tustin Legacy volatile organic compounds Water Quality Management Plan VOC WQMP

Report Preparers

6. Report Preparers

The following professional firms and team members were involved in the preparation of the CEQA documentation for the proposed amendment to the MCAS Tustin Specific Plan.

EPD Solutions, Inc.

- Jeremy Krout, AICP, LEED GA, President
- Konnie Dobreva, JD, Director of Environmental Planning
- Rafik Albert, AICP, LEED AP, Director of Planning
- Brandon Whalen, Environmental Planner

Appendices

Appendix A

2018 Annual Mitigation Monitoring and Status Report, MCAS Tustin FEIS/EIR

Appendices

The following link to the 2018 Annual Mitigation Monitoring and Status Report is accessible here: https://epdsolutions-my.sharepoint.com/:bi:/p/epdserver/EcR-KEX_U_BKqbOGdLtz4b8Bl62hnnCF0f813uPLeb_Cwa?e=ADpl98

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.3 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP - Adopt Resolution No. 19-27 Approving ACS

Development Group, Inc. Ground Lease, Tenant Site Plan for ACS

Project and Delegation of Authority for Related Approvals

ACTION: Approval

BACKGROUND

Pursuant to the Development Framework for the Advanced Technology & Education Park ("ATEP") adopted and implemented by the District in 2015, District staff and consultants have actively solicited offers from potential ground lessees for development of certain parcels within the ATEP site for purposes of commercial or other non-educational uses, with the goal of developing collaborative relationships with such commercial users to provide educational opportunities to the District's students and faculty.

District staff and consultants subsequently entered into negotiations with ACS Development Group, Inc. ("ACS") regarding a proposed ground lease of a 3.474 acre site within ATEP (the "Ground Lease Premises") for development of a two-story medical office building (containing approximately 50,000 sq. ft. of gross floor area) and related improvements (the "ACS Project"). As a requirement of such negotiations, ACS has submitted a proposed conceptual plan (the "Tenant Plan") to District staff depicting in greater detail the proposed improvements that will comprise the ACS Project.

The Ground Lease to be entered into between the District and ACS (the "ACS Ground Lease") provides for a Primary Term of seventy-five (75) years (commencing after expiration of the ground lessee's 240-day Due Diligence Period and two-year Planning and Construction Period), with an option to extend the lease term to a total term of ninety-nine (99) years after lease execution. A \$100,000 deposit is due within three days of execution of the ACS Ground Lease, and becomes non-refundable after 180 days. The rental rate for the Primary Term of the ACS Ground Lease will be \$375,192 (or \$108,000 per acre) per year, subject to a 10% escalation every five years and a market rent adjustment every twenty (20) years. During the Planning and Construction Period, rent will be payable at a reduced rate of \$187,596 (or \$54,000 per acre) per year. The ACS Ground Lease affords ACS a one-time right, exercisable in 2034, to purchase the Ground Lease Premises for fair market value (to be determined by an appraisal process).

Pursuant to the ACS Ground Lease, the ACS Project must provide various educational opportunities to the District and its students, including but not limited to, educational support to the District's programs, such as sponsorship of college events and scholarships; educational support to the District's students, such as internships, career fairs, and industry tours; and educational support to industry, such as workshops and other collaborative projects with District faculty.

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

STATUS

Legal counsel has worked with the District staff to finalize the terms of the ACS Ground Lease and to obtain approval by ACS. Staff recommends the Board of Trustees approve the proposed ACS Ground Lease (EXHIBIT B) and approve the Tenant Plan (EXHIBIT C) submitted by ACS. Staff further recommends that the Board of Trustees authorize the Chancellor and/or Vice Chancellor of Business Services to execute the ACS Ground Lease and related agreements and instruments, and to approve any other matters related to the ACS Project which may be subject to District approval pursuant to the Ground Lease, including without limitation, any submittal of documents and applications to the City of Tustin.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 19-27 (EXHIBIT A) approving the ACS Development Group, Inc. Ground Lease and Tenant Plan and authorize the Chancellor and/or Vice Chancellor of Business Services to approve such other matters as may be subject to District approval pursuant to the ACS Ground Lease.

RESOLUTION NO. 19-27

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
(SOCCCD) APPROVING THE GROUND LEASE BETWEEN SOCCCD,
A PUBLIC AGENCY, AS LANDLORD, AND
ACS DEVELOPMENT GROUP, INC., A CALIFORNIA CORPORATION,
AS TENANT, AND RELATED PROJECT COMPONENTS, AND AUTHORIZING THE
CHANCELLOR AND/OR VICE CHANCELLOR TO SIGN AND IMPLEMENT THE
AGREEMENTS

1. **RECITALS.**

WHEREAS, the City of Tustin ("City") and the United States Department of Navy ("Navy") completed a joint planning document for reuse of the former Marine Corps Air Station ("MCAS Tustin") called the "MCAS Tustin Specific Plan/Reuse Plan" dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

WHEREAS, the South Orange County Community College District ("**District**" or "**SOCCCD**") reviewed drafts of the MCAS Tustin Reuse Plan, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and,

WHEREAS, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance ("**EDC**") under the terms of the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the "**Federal Conveyance Agreement**"); and,

WHEREAS, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

WHEREAS, a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin ("**LIFOC**") dated May 10, 2002; and,

WHEREAS, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 7, 2005, for Zone Change 04-001 by Ordinance 1295; on March 7, 2005, for Zone Change 04-002 by Ordinance 1296; on June 6, 2006 for Zone Change 05-001 by Ordinance 1299; on April 17, 2006, for Zone Change 05-002 by Ordinance 1311; on June 5, 2007, for Zone Change 07-001 by Ordinance 1335; on March 16, 2010, for Specific Plan Amendment 10-001 by Ordinance 1379; on November 18, 2011, for Specific Plan Amendment 11-003 by Ordinance 1406; on April 3, 2012, for Specific Plan Amendment 2011-04 by Ordinance 1413; on March 5, 2013, for Specific Plan Amendment 2012-002 by Ordinance 1426; on May 21, 2013, for Specific Plan Amendment 2013-002 by Ordinance 1440; on November 18, 2014, for Specific Plan Amendment 2014-001 by Ordinance 1450 (all of the amendments to the Specific Plan and Reuse Plan are referred to herein collectively as the "Specific Plan/Reuse Plan"); and,

WHEREAS, the District was entitled under Section 4.1.3 of the Federal Conveyance Agreement to sixty-eight and 37/100 (68.37) acres of real property ("**Property**") known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for

Rancho Santiago Community College District ("**RSCCD**")), and the northern portion of Parcel 19 at the former MCAS Tustin in the City; and,

WHEREAS, the City and the District entered into that certain "Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus," dated April 22, 2004 (the "Conveyance Agreement"). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park ("ATEP") are within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

WHEREAS, the City, acting in its capacity as the Local Redevelopment Authority ("LRA") for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to thirty-seven and 66/100 (37.66) acres of the Property and related personal property to the District by the "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471" dated April 22, 2004, ("City Quitclaim Deed") and the "Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin" ("Bill of Sale") dated April 22, 2004; and,

WHEREAS, pursuant to the "Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin" dated April 29, 2004 ("Sublease"), the City subleased the remaining thirty and 71/100 (30.71) acres of the Property to the District and, pursuant to the City Conveyance Agreement, will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

WHEREAS, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Site; and,

WHEREAS, the District used reasonable efforts to plan, develop, maintain and use the Property solely and continuously as an ATEP Site consistent with the Conveyance Agreement; and.

WHEREAS, the District built some facilities at the ATEP Site, Phase 1, specifically on the northwest corner of Valencia Avenue and Lansdowne Road to use the Property as soon as feasible as an education-oriented development and to provide educational opportunities to students; and,

WHEREAS, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan ("**Short-Range Plan**") as contemplated in section 4.3.1 of the City Conveyance Agreement; and,

WHEREAS, on November 12, 2008, the District adopted the Long-Range Academic and Facilities Plan ("**LRP**") Project as contemplated in Section 4.3.1 of the Conveyance Agreement and the Long Range Academic Plan ("**LRAP**") by Resolution No. 08-35; and,

WHEREAS, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan/Reuse Plan; and,

WHEREAS, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

WHEREAS, on October 18, 2011, the City approved the County Exchange Amendment for the purpose of implementing that certain Agreement for the Exchange of Real Property between the County of Orange and the District dated February 7, 2012 (as amended, the "County Exchange Agreement"); and,

WHEREAS, on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and the District dated February 7, 2012 (as amended the "**County Exchange Agreement**"); and,

WHEREAS, on December 5, 2011, the District approved Resolution No. 11-39 the County Exchange Agreement; and,

WHEREAS, the City and the District entered into that certain "Term Sheet Concerning Key Issues on Development at ATEP" on December 15, 2010 ("Term Sheet") that set forth the key conceptual areas of agreement concerning the ATEP site. The Term Sheet addressed permitted uses, Tustin Legacy backbone infrastructure fair share contributions ("Backbone Fees"), a land swap, the extension of Bell Avenue, and other terms and conditions; and,

WHEREAS, the City and the District negotiated final terms and conditions of an agreement ("City-District Exchange Agreement") which provided for: (1) an exchange of approximately twenty-two (22) acres of property between the City and the District, including the District's acquisition of the City's day-care site and the City's acquisition of the current ATEP buildings pursuant to the City-District Exchange Agreement; (2) a shared dedication of the Bell Avenue right of way, (3) a General Plan Amendment identified as 2013-001; (4) a Specific Plan Amendment identified as 2013-002; (5) a development agreement ("Development Agreement and Restated Conveyance Agreement") that includes (i) an amendment and restatement of the City Conveyance Agreement, (ii) the vesting of the entitlements for the Property held by the District as reconfigured by the land exchange ("Reconfigured Property"), (iii) an expansion of the permitted uses to include commercial and office uses, and (iv) provisions to increase building square footage and necessary vehicle trips; (6) an infrastructure construction and payment agreement for Bell Avenue ("Bell Avenue Agreement"); (7) an infrastructure construction and payment agreement for McCain Smith Road ("McCain Smith Agreement") and (8) a lease ("Interim Lease") dated August 8, 2013, by which the District leased back the initial ATEP buildings from the City for three (3) years at One Dollar (\$1.00) per year; and,

WHEREAS, the City-District Exchange Agreement was amended by Amendment No. 1 dated June 19, 2013, to specify an outside date of August 9, 2013, for the close of escrow to occur; and,

WHEREAS, on May 13, 2013, the City Council approved the City-District Exchange Agreement and related agreements and conducted a first reading of the ordinances for General Plan Amendment No. 2013-001, Specific Plan Amendment No. 2013-002 and the Development Agreement and Restated Conveyance Agreement; and,

WHEREAS, on May 20, 2013, the District Board of Trustees approved the City-District Exchange Agreement, the related agreements and Specific Plan Amendment No. 2013-002; and,

WHEREAS, on May 21, 2013, the City Council conducted a second reading of the ordinances for Specific Plan Amendment 2013-002 and the Development Agreement and Restated Conveyance Agreement; and,

WHEREAS, General Plan Amendment No. 2013-001 added an extension of Bell Avenue to the City's circulation plan, and adopted a new floor area ratio to be permitted by the Specific Plan/Reuse Plan in the Reconfigured Property from 0.38:1 to 0.59:1; and,

WHEREAS, Specific Plan Amendment 2013-002 added three new sub-planning areas and boundary modifications, incorporated Bell Avenue, expanded permitted uses to include the allowance of up to forty-nine percent (49%) of the total square footage to be devoted to non-educational, commercial and office uses, increased allowable building square footage depending upon the uses and corresponding availability of vehicle trips, increased the number of overall average daily trips ("ADT") available and eliminated the need for the District to submit further Concept Plans; and,

WHEREAS, on August 8, 2013, the City and the District consummated the transactions provided for in the City-District Exchange Agreement whereby the following land exchanges took place: (1) the District conveyed to the City (i) a six and 8/10 (6.8) acre parcel adjacent to the future Warner Avenue that was previously improved with a helicopter hanger and office building, (ii) two parcels comprising a total of three and 98/100 (3.98) acres located north of Valencia Avenue where the initial ATEP buildings and associated parking are located, (2) the City conveyed to the District (i) a two and 37/100 (2.37) acre parcel adjacent to the parcel that the District will ultimately acquire in its land exchange with the County of Orange, and (ii) two parcels nine (9) acres in size located adjacent to Red Hill, (3) both the City and District shared dedication of the Bell Avenue right-of-way, which will extend from Red Hill Avenue across the ATEP property to Armstrong Avenue and (4) the District and the City entered into the Interim Lease; and,

WHEREAS, the Development Agreement and Restated Conveyance Agreement included the following provisions: (1) the vesting of the District's land use entitlements for the Reconfigured Property, (2) the freezing of the City's land use ordinances as of the Effective Date (as defined therein) of the Development Agreement and Restated Conveyance Agreement, (3) the establishment of two categories of uses on the Reconfigured Property, consisting of (i) Land Use Category 1 comprised of educational uses, including uses usually found on any college campus, of which up to ten percent (10%) of the building area may be used for supportive uses such as minor retail, post office, and administrative offices and (ii) Land Use Category 2 uses comprised of non-educational, income-producing uses including private sector uses, (3) a requirement that ultimately, at least fifty-one percent (51%) of the building area must

be devoted to Land Use Category 1 uses, (4) the phasing in of Land Use Category 1 and 2 uses at a different ratio allowing a higher ratio of non-educational building area in the early phases, (5) the guarantee of 10,470 ADT's for the ATEP Campus subject to the District's making its agreed upon contribution to the costs of constructing Bell Avenue, (6) an increase in the gross square footage of building area that can be constructed at the ATEP Campus from 893,851 square feet of all Category 1 uses (FAR of 0.30) to between 1,087,960 square feet if all Category 2 uses are maximized (FAR of 0.38) and 1,710,180 square feet if only Category 1 uses are constructed (FAR of 0.59), with the ultimate square footage depending upon the trip generation rates for each proposed uses and limited by the maximum 10,470 ADT's for the ATEP Campus, (7) the exemption of Category 1 uses, but not Category 2 uses, from any requirement to pay fees to the City's Tustin Legacy Backbone Infrastructure Program and (8) an expiration date of April 2034 unless extended; and,

WHEREAS, in order to comply with a requirement imposed by the City as a condition to its approval of Concept Plan 3A, the District entered into with the City the McCain Smith Agreement which provided for the construction of a road to be located north of Valencia Avenue and south of the City's park site ("**McCain Smith Road**") and for the sharing of the cost of the design and construction of McCain Smith Road between City and the District; and,

WHEREAS, in the City-District Exchange Agreement, the City and the District agreed to a further negotiation concerning the acquisition by the City from the District of an approximately four and 53/100 (4.53) acre parcel located north of Valencia Avenue (the "Valencia Parcel") which the City was interested in acquiring to accommodate a future park; and,

WHEREAS, the District owns in fee an approximately 57/100 (0.57) acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the "**Strip Parcel**") (The Valencia Parcel and the Strip Parcel are sometimes collectively referred to herein as the "**Parcels**"); and,

WHEREAS, on June 23, 2014, the District approved by Resolution No. 14-19 the "Valencia Parcel Agreement", an amendment to the Sublease, conveyance of the Strip Parcel to the City by quitclaim deed, relinquishment of the District's right to acquire fee title to the Valencia Parcel, an amendment to the Development Agreement and Restated Conveyance Agreement, termination of the McCain Smith Agreement, and an amendment to the Interim Lease; and,

WHEREAS, on May 16, 2015, the District approved by Resolution Nos. 16-13 and 16-14, the Amended and Restated Land Exchange Agreement for the Exchange of Real Property SOCCCD and the County of Orange ("**Restated County Exchange Agreement**") and a ground lease agreement that makes minor modifications to the County Exchange Agreement previously approved by the Board of Trustees on December 5, 2011 by Resolution No. 11-39; and,

WHEREAS, on April 25, 2016, the District approved by Resolution Nos. 16-09 and 16-10 the design documents for the first building constructed on the site by the District for Irvine Valley College (the "**IVC IDEA Building**") and associated Infrastructure Improvements, and approved the submittal of the site plan application to the City; and,

WHEREAS, on July 18, 2017, the City approved and adopted by Ordinance 1482 and Resolution No. 17-32, a comprehensive amendment to the MCAS Tustin Specific Plan/Reuse Plan that replaced all of the former documents and renamed the document as the "Tustin Legacy Specific Plan" (the "**Specific Plan**"); and,

WHEREAS, ATEP remains in Neighborhood A in the Specific Plan and the Specific Plan does not change the requirements and zoning applicable to ATEP from the Specific Plan/Reuse Plan pursuant to the Development Agreement and Restated Conveyance Agreement; and.

WHEREAS, the Specific Plan reduces the overall allowable non-residential square footage in Neighborhood A by 24,850 square feet ("sq. ft.") and transfers out of Neighborhood A's trip budget 8,536 average daily vehicle trips ("ADT") altering the trip distribution in Neighborhood A and thereby improving the level of service ("LOS") for the PM Peak Hour at the intersection of Red Hill Avenue and Victory Road from LOS C to LOS B and maintaining LOS A for the AM Peak Hour as well as maintaining LOS A for Armstrong Avenue and Warner Avenue intersection for both AM and PM Peak Hours; and,

WHEREAS, the Final Joint Program Environmental Impact Statement/Environmental Impact Report ("Initial FEIS/EIR") dated October 1996 and as amended by the Errata dated September 1998, the City's first supplement to the FEIS/EIR for Tustin Ranch Road, the City's second supplement to the FEIS/FEIR for the Specific Plan, the City's two addenda to the FEIS/EIR for the General Plan Amendment/Specific Plan Amendment/Development Agreement and zone change/Disposition and Development Agreement/revised Mitigation Monitoring and Reporting Program, the District's Addenda for the Long Range Plan Project, the Concept Plan, County Exchange Agreement, Development Agreement and Revised Conveyance Agreement, Restated County Exchange Agreement, Valencia Parcel Agreement and the IVC Development Project and are collectively referred to herein as the "FEIS/EIR"; and,

WHEREAS, in connection with the development of the ATEP Site, the District has negotiated the terms of that certain Ground Lease between South Orange County Community College District, a public agency, as landlord and ACS Development Group, Inc., a California corporation ("ACS"), as tenant ("ACS Ground Lease") that permits, among other things, the development of one medical building on a portion of the ATEP Site owned in fee by the District (the "Project"). The Project, to be called the "Legacy Medical Plaza," consists of approximately 50,000 sq. ft. of gross floor area in a single two-story structure as shown in the Tenant Plan for development of the Project prepared by Architects Orange and dated May 29, 2019 (the "Tenant Plan"). The Project would include infrastructure improvements such as parking areas (and possibly a parking agreement between ACS and the District), underground utility line connections, landscaping, and new access driveways on Hope Drive and Victory Road. Access will also be provided via the existing Innovation Drive via a new driveway connecting to the project site to the east. These improvements are referred to as the "ACS Medical Plaza Project"; and,

WHEREAS, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Campus Property; and,

WHEREAS, the District has used reasonable efforts to plan, develop, maintain and use the ATEP Campus Property solely and continuously as an ATEP Campus consistent with the Development Agreement and Restated Conveyance Agreement.

2. THE PROJECT.

The Project entails the ACS Ground Lease that permits, among other things, the construction of one medical office building called the Legacy Medical Plaza. The Legacy Medical Plaza consists of approximately 50,000 sq. ft. of gross floor area in a two-story structure. The Project will include site improvements such as parking areas, underground utility line connections, landscaping, and access driveways from Victory Road, Innovation Drive and Hope Drive. A raised median will be constructed on Victory Road from Red Hill Avenue to the first driveway on Victory Road to prevent left turns into and out of the driveway on Victory Road. Innovation Drive will remain a full access intersection.

ACS will be a tenant of the District. The ACS Ground Lease provides for a Primary Term of seventy-five (75) years (commencing after expiration of ACS' 240-day Due Diligence Period and two-year Planning and Construction Period), with a one-time right to extend the term to a total term of ninety-nine (99) years after lease execution. A \$100,000 deposit is due within three days of execution of the ACS Ground Lease, and becomes non-refundable after 180 days. The rental rate for the primary term of the ACS Ground Lease will be \$375,192 (or \$108,000 per acre) per year, subject to a 10% escalation every five years and a market rent adjustment every twenty (20) years. During the Planning and Construction Period, rent will be payable at a reduced rate of \$187,596 (or \$54,000 per acre) per year. The ACS Ground Lease affords ACS a one-time option, exercisable in 2034, to purchase the Project site for fair market value (to be determined by an appraisal process).

Under the ACS Ground Lease, ACS will be required to support educational opportunities varying in categories of activity, including but not limited to, educational support to the District's programs, such as sponsorship of college events and scholarships; educational support to the District's students, such as hiring of students for internships, career fairs, and industry tours; and educational support to industry, such as providing workshops.

The Project site consists of 3.474 acres, which is a part of the approximately 61.4-acre ATEP site. The Project site is located within Planning Area ("PA") 1, which is a 128.3-acre portion of Neighborhood A. To the north of the Project site is the Orange County Rescue Mission and Hope Drive; east is the IVC IDEA Building, City-owned buildings, a planned public community park and a Tustin Unified School District elementary school; south is Victory Road; and west is Red Hill Avenue. Demolition of all former military structures and associated infrastructure that once occupied the fee portion of the ATEP site was completed in two stages, in 2012 and 2015.

The main entry of the Legacy Medical Plaza would face southwest, towards a round driveway and drop-off area, pedestrian walkway, and parking lot. A secondary access point would be located at the northeast entrance facing an outdoor patio area. The exterior would exhibit a contemporary design with a combination of concrete panels, cut stone facing, and blue grey aluminum framed windows.

A 270-space parking area is planned to surround the proposed building, which is a ratio of 5.4 spaces per 1,000 sq. ft. The parking lot would include three drop off areas, loading, and 258 standard stalls and 12 accessible stalls. Access to the parking area would be from three driveways: one that leads to Hope Drive, one leading to Victory Road, and one leading to Innovation Drive. Tenants and visitors to the Legacy Medical Plaza would only be permitted to park in this parking lot; parking by District students would not be permitted. Enforcement would be overseen by the Legacy Medical Plaza operator. The proposed number of parking spaces does not meet the minimum required spaces required by the City which is 292 parking spaces. As part of the City's approval process, ACS will be required to comply with the Municipal Code (which could include submittal of an application for a parking reduction, shared parking, etc.). If the City does not approve ACS's parking proposal, then the District and ACS would enter into a parking agreement to ensure that the Project is parked in accordance with City requirements. In this case, visitors to the Legacy Medical Plaza may be permitted to park in the District's existing parking lot.

Utilities would be extended into the site from existing utility line stubs along Victory Road. Reclaimed water, domestic water, and sanitary sewer would connect from Victory Road to the southeastern side of the proposed building.

Landscaped areas would be installed in planting areas subject to the ATEP design guidelines. Landscaped areas are planned around the proposed building, within the parking area, and on the perimeter of the Project site. Landscaping could be used to accommodate stormwater treatment features, including, but not limited to bioswales. In addition, the Project would connect to existing storm drain on Victory Road per City standards.

The Project may need approval from the California Division of the State Architect ("**DSA**") for certain vehicle and pedestrian passage and access ways.

3. PUBLIC HEARING.

- **A.** The public meeting notice for the Board of Trustees' meeting on this matter was posted on the District's website. The public notice invited all interested persons to attend the meeting and express opinions about the Project and CEQA compliance related thereto.
- **B.** The Project documents and Environmental Initial Study and Checklist were posted on the District's website, and copies were made available for public inspection at the District office. The documents were also made available for public inspection at the public meeting in the Board of Trustees' boardroom.
- C. On October 28, 2019, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.

4. RECORD OF PROCEEDINGS.

A. Scope of the Record.

i) The scope of the record is (a) the record of proceedings upon which the Board of Trustees bases the findings in this Resolution, and (b) the documents and evidence relied upon by the District in preparing the Project documents and Environmental Initial Study and Checklist.

B. Custodian of the Record.

i) The custodian of the record of proceedings is Ann-Marie Gabel, Vice Chancellor, Business Services, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

5. FINDINGS.

NOW THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of the South Orange County Community College District as follows:

- 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. On October 28, 2019, the Board of Trustees held a public meeting at which time it considered the approval of the Project and Environmental Initial Study and Checklist. The agenda provided the public an opportunity to comment on the Project and Environmental Initial Study and Checklist before the Board of Trustees made a decision.
- 3. The Board of Trustees has independently reviewed and considered the Project. The District's Board of Trustees has fully considered each and every comment made by any party commenting on the Project.
- 4. Prior to the approval of the Project, the District's Board of Trustees approved the Environmental Initial Study and Checklist pursuant to Resolution No. 19-26.
- 5. That the Board of Trustees does hereby approve (i)(A) the Ground Lease, in the form attached as **Exhibit 1**, and (B) the Tenant Plan in the form attached as **Exhibit 2**, and (ii) authorizes the Chancellor and/or Vice Chancellor of Business Services to (A) execute the Ground Lease and any related agreements to implement the Project, (B) approve the submittal of documents and applications to the City on behalf of the District, and (C) approve matters related to the Project which may be subject to District approval pursuant to the Ground Lease, and that the appropriate District officials are hereby authorized and directed to take all such actions as are necessary to properly effectuate, consummate, and implement each of these agreements including making minor revisions necessary to carry out the Board's approval.

PASSED AND ADOPTED by the Board of Trustees of the South Orange County Community College District on October 28, 2019.

T.J. Prendergast III, President	Timothy Jemal, Vice President	
James R. Wright, Clerk	Marcia Milchiker, Member	
Barbara J. Jay, Member	David B. Lang, Member	
Terri Whitt Rydell, Member	Kathleen F. Burke, Ed.D., Chancellor and Secretary to the Governing Board	

EXHIBIT 1

ACS GROUND LEASE

GROUND LEASE

BETWEEN

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency, as Landlord

-AND-

ACS DEVELOPMENT GROUP, INC., a California corporation, as Tenant

Dated: _____, 2019

		Page
ARTICLE 1	DEFINITIONS	2
1.1	Definitions	2
ARTICLE 2	GRANT AND TERM	18
2.1	Grant of Lease	18
2.2	Reservation of Easements	18
2.3	Due Diligence Period	19
2.4	Planning and Construction Period	21
2.5	Primary Period	23
2.6	Holding Over	24
2.7	Ownership and Removal of Improvements and Personal Property	24
2.8	Quiet Enjoyment	25
2.9	Condition of Leased Land	
2.10	No Release of Tenant	30
ARTICLE 3	CONSTRUCTION OF THE IMPROVEMENTS; COMMON	
	INFRASTRUCTURE	31
3.1	Tenant's Right and Obligation to Construct Improvements	31
3.2	Major Work	
3.3	Commencement, Prosecution and Completion of Initial Improvements	
3.4	Encumbrance of Estate	
3.5	Costs of Construction.	39
3.6	Common Infrastructure	39
3.7	No Services or Improvements Provided by Landlord	39
3.8	Monument Directional Signs	40
3.9	Cooperation	40
ARTICLE 4	RENT	40
4.1	Due Diligence Period Deposit	40
4.2	Planning and Construction Period Rent	
4.3	Primary Period Rent	41
4.4	Periodic Base Rent Escalations	41
4.5	Determination of Market Rent Adjustments	41
4.6	Prepaid Building Tenant Rent	41
4.7	Place of Payment of Rental	
4.8	Net Lease; No Rent Abatement or Reduction	
4.9	Additional Rent; Rent	
4.10	Interest	
4.11	Late Charges	42
ARTICLE 5	USE	43
5.1	Use of Premises	43
5.2	Changed Use	
5.3	Waste; Nuisance	

		Page
5.4	Environmental Requirements	46
5.5	Environmental Remediation and Indemnification	
5.6	Compliance with Project Requirements	47
5.7	Evidence of Compliance with Governmental Requirements	47
5.8	Right to Contest	
5.9	Advertising and Signs	48
5.10	Parking	48
ARTICLE 6	OPERATION AND MAINTENANCE	50
6.1	Standards of Operation	50
6.2	Maintenance	
6.3	Management and Operation of the Premises	50
6.4	Specific Tenant Obligations	51
6.5	Requirements of Government Agencies	52
6.6	Landlord Inspection Rights	
6.7	Meetings to Discuss Maintenance of Improvements	52
ARTICLE 7	TAXES, GOVERNMENT IMPOSITIONS AND CC&R OBLIGATIONS	52
7. 1	Taxes, Government Impositions and CC&R Obligations	52
7.2	Landlord Indemnified and Held Harmless	
7.3	Tenant's Right to Contest	53
7.4	Landlord's Cooperation in Tenant's Contest	53
7.5	Excluded Taxes	54
7.6	Prorations	54
7.7	Personal Property Taxes	54
7.8	Separate Assessment	54
7.9	Replacement Taxes	54
ARTICLE 8	3 UTILITIES	54
8.1	Construction of Utilities	54
8.2	Cost of Utilities	54
8.3	Utility Easements	
ARTICLE 9	ALTERATION, DAMAGE OR DESTRUCTION	
9.1	Alteration of Improvements	55
9.2	Damage or Destruction of Improvements	
9.3	Work of Improvement	
ARTICLE 1	10 INSURANCE	
10.1	Insurance	57
10.2		
10.3		
10.4		
10.5		

			Page
	10.6	Waiver of Subrogation Rights	59
	10.7	Compliance with Requirements of Carriers	
	10.8	Non-Contributing	
	10.9	No Termination	60
	10.10	Form of Insurance	60
	10.11	Evidence of Insurance	60
	10.12	Settlement of Claims	60
ARTIC	LE 11	CONDEMNATION	61
	11.1	Lease Governs	61
	11.2	Taking Defined	61
	11.3	Total Taking and Partial Taking Defined	61
	11.4	Notice of Taking	
	11.5	Termination of Lease	61
	11.6	Partial Taking; Rental Abatement	62
	11.7	Partial Taking; Restoration	62
	11.8	Distribution of Award	62
	11.9	Allocation of Award; Partial Taking	62
	11.10	Allocation of Award; Temporary Taking	62
	11.11	Allocation of Award; Total Taking	63
	11.12	Conduct of Proceedings	63
	11.13	Notice	63
ARTIC	LE 12	ASSIGNMENT AND SUBLETTING	63
	12.1	Assignment	63
	12.2	Subleasing to Non-Major Building Tenants	
	12.3	Subleasing to Major Building Tenants	
	12.4	General Subleasing Requirements	67
	12.5	Requests for Building Tenant RNDA's	68
	12.6	Requests for Development Agreement SNDA's	69
	12.7	Building Tenant's Option to Purchase	69
	12.8	Right of First Offer	
	12.9	No Waiver of Consent Rights	
ARTIC	LE 13	LIENS AND ENCUMBRANCES	70
	13.1	Covenant Against Encumbrances	70
	13.2	Non-Subordination	
	13.3	Mechanics' Liens	
		HYPOTHECATION	
	14.1	Lease as Security	
	14.2 14.3	Financing	
		Assignment to Foreclosure Transferee	
	14.4	Notice of Leasehold Mortgagee	13

		Page
14.5	Request for Notice of Default	73
14.6	Notice of Default to Leasehold Mortgagee	
14.7	New Lease for Leasehold Mortgagee	
14.8	Lender as Assignee of Lease	
14.9	Intentionally Omitted	
14.10	•	
ARTICLE 1	5 DEFAULT	76
15.1	Waiver	76
15.2	Default by Tenant	
15.3	Remedies by Landlord	78
15.4	Non-monetary Remedies for Tenant's Default	78
15.5	Monetary Remedies for Tenant's Default	
15.6	Strict Performance	79
15.7	Landlord May Obtain Possession	80
15.8	No Waiver	80
15.9	Failure of Tenant to Perform Required Acts	80
15.10	Remedies of Tenant	80
ARTICLE 1	6 SURRENDER	80
16.1	Surrender of Premises	80
16.2	Obligations of Tenant	
16.3	Failure to Comply	
16.4	Documentation of any Surrender and Termination	
16.5	Assignment of Lease	
16.6	Surrender of Fixtures	84
ARTICLE 1	7 CERTAIN REPRESENTATIONS AND COVENANTS OF TENANT	84
17.1	Non Discrimination	84
17.2	Employment Practices	
17.3	Subcontracts	
ARTICLE 1	8 JUDICIAL REFERENCE; CHOICE OF FORUM	84
18.1	Judicial Reference	84
18.2	Legal Proceedings; Choice of Forum	
	9 MUTUAL INDEMNITIES	
19.1	Tenant's Indemnity	
19.2	Landlord's Indemnity	
ARTICLE 2	0 ACCESS TO PREMISES	
20.1	Victory Road Access	
20.2	Innovation Drive Access	
20.3	Tenant Indemnity	
20.4	Grants of Easement	86

		Page
ARTICLE 21	OPTION TO PURCHASE	87
21.1	Option to Purchase	87
21.2	Purchase Price	
21.3	Purchase Option Independent Consideration	
21.4	Term of Purchase Option	
21.5	Exercise of Purchase Option	
21.6	Educational Opportunities	88
21.7	Title Review	88
ARTICLE 22	MISCELLANEOUS	88
22.1	Notices	88
22.2	Brokerage Commissions	89
22.3	Estoppel Certificates	
22.4	Statement Regarding Inspection by Certified Access Specialist	
22.5	Non-merger of Fee and Leasehold Estates	
22.6	Time of the Essence	90
22.7	Joint and Several Obligations	90
22.8	Captions; Incorporation of Exhibits	90
22.9	Construction	90
22.10	Governing Law	91
22.11	Entire Agreement	91
22.12	Right to Request Injunction	91
22.13	Severability	91
	BOT Action	
22.15	Cooperation in Execution, Delivery and Recordation of Documents	91
	Representations and Warranties of Tenant	
	Representations and Warranties of Landlord	
22.18	Relationship of Parties	93
	Attorneys' Fees and Costs	
	Post-Judgment Attorneys' Fees	
	Survival of Covenants and Indemnities	
	Binding Effect	
	Amendments in Writing	
	References to Days	
	Execution in Counterparts	
22.26	Exclusivity	94

EXHIBITS

Exhibit A-1	Depiction of ATEP
Exhibit A-2	Legal Description of ATEP
Exhibit B	Legal Description of the Leased Land
Exhibit C	Title Commitment
Exhibit D	Supplemental Declaration
Exhibit E	Memorandum of Lease
Exhibit F	Common Infrastructure
Exhibit G	Determination of Market Value and Market Base Rent
Exhibit H	Permitted Uses and Educational Opportunities
Exhibit I	Judicial Reference Proceeding
Exhibit J	Form of Building Tenant RNDA
Exhibit K-1	Access Roads Terms and Conditions
Exhibit K-2	Victory Road Access Grant of Easement
Exhibit K-3	Innovation Drive Access Grant of Easement
Exhibit L	Purchase Agreement

SCHEDULES

Discretionary Approval Timeframes and Planning and Construction Period List of Environmental Studies Schedule 1

Schedule 2

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made and entered into as of the ____ day of _____, 2019 (the "Effective Date"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Landlord") and ACS DEVELOPMENT GROUP, INC., a California corporation ("Tenant").

RECITALS

- A. Landlord is the owner of the fee or subleasehold interest in approximately sixty-one and four-tenths (61.4) acres of real property on the site of the former Marine Corps Air Station, Tustin ("MCAS Tustin"), located in the City of Tustin, County of Orange, State of California. The land held in subleasehold interest is to be transferred to Landlord by the City of Tustin (the "City") following the issuance of a Finding of Suitability to Transfer by the United States of America acting through the Department of the Navy. At such time as the transfer takes place, Landlord will exchange one ten-acre parcel of real property in MCAS Tustin for another. After the exchange, Landlord will hold approximately sixty-one and four-tenths (61.4) acres in a new configuration (the "Site").
- B. Landlord has planned a development consisting of educational and commercial uses for the Site known as the "Advanced Technology & Education Park" (such development shall be referred to herein as the "**Project**" or as "**ATEP**"). ATEP in its ultimate configuration is depicted on Exhibit A-1 attached hereto and more particularly described on Exhibit A-2 attached hereto.
- C. The fee portion of the Site was originally acquired by the City from the United States of America acting through the Department of the Navy (the "Navy") pursuant to that certain Quitclaim Deed E and Environmental Restriction Pursuant to Civil Code Section 1471 dated May 13, 2002 and recorded on May 14, 2002 in the Official Records of Orange County, California (the "Official Records") as Instrument No. 20020404595 (the "Navy **Deed"**). Landlord, in turn, acquired the fee portion of the Site from the City pursuant to that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 dated April 22, 2004 and recorded in the Official Records on April 29, 2004 as Instrument No. 2004000369376 (the "2004 Quitclaim Deed"). The covenants and restrictions in Sections 3 through 5 inclusive of the 2004 Quitclaim Deed were amended and restated in their entirety pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restriction Pursuant to Civil Code Section 1471 executed by City and Landlord dated August 8, 2013 and recorded in the Official Records on August 9, 2013 as Instrument No. 2013000475497 (the "Amended Deed Restrictions"). The 2004 Quitclaim Deed as amended by the Amended Deed Restrictions shall be referred to herein as the "City Deed."
- D. The Site is subject to that certain document entitled "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" by and between

City and Landlord dated May 22, 2013 and recorded in the Official Records on May 23, 2013 as Instrument No. 2013000312295, as amended by Amendment No. 1 thereto dated July 8, 2014 and recorded in the Official Records on July 9, 2014 as Instrument No. 2014000272537, and re-recorded in the Official Records on August 7, 2014 as Instrument No. 2014000318112 (as so amended, the "Development Agreement").

- E. The Site is also subject to that certain Declaration of Covenants, Conditions and Restrictions for the Advanced Technology & Education Park dated July 9, 2018, and recorded in the Official Records on July 12, 2018, as Instrument No.2018000255183, as modified by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for the Advanced Technology & Education Park (Annexation Declaration) dated March 5, 2019 and recorded in the Official Records on March 8, 2019 as Instrument No. 2019000073116 (as so modified, the "CC&Rs"). Pursuant to the CC&Rs, the Site is further subject to that certain Advanced Technology & Education Park Design Guidelines dated January 11, 2019, prepared by Berliner Architects and RELM (the "Design Guidelines").
- F. Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord a 3.474 acre portion of the Site, as more particularly described in Exhibit B attached hereto (the "Leased Land"), subject to the Navy Deed, the City Deed, the Development Agreement, the CC&Rs, the Design Guidelines and the terms and conditions of this Lease.
- G. Prior to the Effective Date, Landlord obtained the approval by City of the identity of Tenant pursuant to the terms and conditions of Section 12.2.1.2 of the Development Agreement.
- H. On _____, Landlord's Board of Trustees (the "BOT") adopted Resolution No. _____, approving this Ground Lease.

AGREEMENT

NOW, THEREFORE, taking the foregoing Recitals into account, and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

- **1.1** Definitions. For purposes of this Lease, the following definitions shall apply. All section references shall be deemed to refer to this Lease unless indicated otherwise:
- **1.1.1 Access Roads** shall have the meaning set forth in the introduction to Exhibit K-1.

- **1.1.2 Access Roads Construction Plans** shall have the meaning set forth in Exhibit K-1, Section 1(b).
- **1.1.3** Access Roads Design Development Plans shall have the meaning set forth in Exhibit K-1, Section 1(a).
- **1.1.4** Access Roads Final Plans shall have the meaning set forth in Exhibit K-1, Section 1(c).
- **1.1.5** Access Roads Terms and Conditions shall have the meaning set forth in Section 20.1.
 - **1.1.6** Action shall have the meaning set forth in Section 22.19.
 - **1.1.7 Additional Rent** shall have the meaning set forth in Section 4.9.
- **1.1.8 Adjusted Base Rent** shall have the meaning set forth in <u>Section G.1.1</u> of Exhibit G.
- **1.1.9 ADTs** shall mean Average Daily Trips, as allocated by the City to Landlord pursuant to Section 5.3 of the Development Agreement.
- 1.1.10 Affiliate means any Person which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified Person. As used in the foregoing, "control" and its related words with respect to a specified Person means the power to exercise, directly or indirectly, control over the management or policies of such Person.
 - **1.1.11 Alterations** shall have the meaning set forth in Section 9.1.1.
 - **1.1.12** Annual Base Rent shall have the meaning set forth in Section 4.3.
- **1.1.13 Arbitration** shall have the meaning set forth in <u>Section G.3.1</u> of Exhibit G.
- **1.1.14 Arbitrator** shall have the meaning set forth in <u>Section G.3.2</u> of Exhibit G.
- **1.1.15 Arbitrator Selection Date** shall have the meaning set forth in Section G.3.2 of Exhibit G.
- 1.1.16 Assignment or Assign shall refer to any of the following: (a) any assignment or transfer of Tenant's Interest by operation of Law or otherwise; (b) sales or transfers by operation of Law or otherwise by which a Controlling Interest in Tenant shall become vested in one or more Persons who or which did not own a Controlling Interest in Tenant either legally or equitably, as of the date that Tenant acquired an interest in the Premises. However, the term "Assignment" shall not include sales or transfers of stock of a corporate Tenant whose capital stock is listed on a nationally recognized stock exchange. An Assignment

shall also be deemed to have a occurred upon the occurrence of any of the following: (i) the withdrawal of any general partner or the dissolution of a partnership Tenant; (ii) the withdrawal of the manager of a manager-managed limited liability company Tenant, or the withdrawal of any member of a member-managed limited liability company Tenant, or the dissolution of a limited liability company Tenant; (iii) any transfer to an entity resulting, by operation of law or otherwise, from the merger, consolidation or other reorganization of Tenant; or (iv) any transfer to a transferee of substantially all of the assets, stock or operating units of Tenant.

- **1.1.17 ATEP** shall have the meaning set forth in Recital B.
- **1.1.18 Auto Liability Policy** shall have the meaning set forth in Section 10.1.3.
 - **1.1.19 Award** shall have the meaning set forth in Section 11.8.
- **1.1.20** Base Rent Commencement Date shall have the meaning set forth in Section 4.3.
- **1.1.21 BMP Agreement** shall collectively refer to that certain letter agreement between the City and Landlord dated January 11, 2017 concerning the Covenant and Agreement Regarding O&M Plan to Fund and Maintain Water Quality BMPs and Consent to Inspect to be executed by the City and Landlord (in the form attached to such letter agreement.)
 - **1.1.22 BOT** shall have the meaning set forth in Recital H.
- 1.1.23 Building Area is a measure of the floor area of an improvement and shall mean the total horizontal floor area of all floors of a building including the exterior walls thereof, measured in square feet; except that areas used in common such as, but not limited to, trash enclosures, covered malls, roofed patio areas, covered parking, covered driveways and covered loading areas shall not be included.
- **1.1.24 Building Tenant** shall mean any lessee of space in any of the Improvements pursuant to an executed Building Tenant Lease.
- **1.1.25 Building Tenant Improvements** shall mean tenant improvements installed in any portion of the Improvements pursuant to the provision of an executed Building Tenant Lease.
- **1.1.26 Building Tenant Lease** shall mean any agreement between Tenant and any Person setting forth the terms and conditions of occupancy of a portion of the Improvements by such Person. Building Tenant Leases are subject to the restrictions on subleases set forth in Article 12 below.
- **1.1.27 Building Tenant RNDA** shall mean a Recognition, Non-Disturbance, and Attornment Agreement in the form of $\underline{\text{Exhibit J}}$ attached hereto with respect to certain Building Tenant Leases as described in $\underline{\text{Section 12.5}}$ below.

- **1.1.28 Business Day** shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which Landlord is not closed for employee holiday observances.
- 1.1.29 CC&R Assessment Obligations shall refer to any obligation to pay assessments imposed on the Premises pursuant to the CC&Rs based on the "Allocable Share" (as defined in the CC&Rs) of the Premises, but expressly excluding any assessments imposed on the Premises due to violations of the CC&Rs or rules or regulations implemented pursuant thereto (including the Contractor's Manual and the Design Guidelines) or to offset costs for corrective action incurred by the Project Operator as a result thereof.
- **1.1.30 CC&R Obligations** shall refer to any CC&R Assessment Obligations or other assessments, fees, charges or payment obligations due under the CC&Rs (including any obligations arising pursuant to the Contractor's Manual or Design Guidelines) with respect to the Premises.
- **1.1.31** CC&Rs shall have the meaning set forth in $\underline{\text{Recital E}}$ of this Lease, as the same may be amended, modified or restated from time to time.
- **1.1.32 Central Orange County Area** shall refer to the area encompassed by the Cities of Tustin, Irvine and Costa Mesa.
- **1.1.33 CEQA** shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000 *et seq.*, or any successor statute.
 - **1.1.34 CEQA Document** shall have the meaning set forth in Section 2.4.1(b).
- **1.1.35 Certificate of Compliance** shall have the meaning set forth in Section 2.4.3.
 - **1.1.36 CGL Policy** shall have the meaning set forth in Section 10.1.1.
 - **1.1.37 Chronic Default** shall have the meaning set forth in Section 15.2.4.
 - **1.1.38** City shall have the meaning set forth in Recital A.
- **1.1.39 City Assignee Approval** shall have the meaning set forth in Section 12.1.
- **1.1.40 City Building Tenant Approval** shall have the meaning set forth in Section 12.3.1.
 - **1.1.41** City Deed shall have the meaning set forth in Recital C.
- 1.1.42 Claim or Claims means any and all claims, actions, causes of action, demands, orders, damages, liabilities, costs, expenses (including reasonable attorneys' fees, fees of expert witnesses and consultants, and court and litigation costs), costs and expenses attributable to compliance with judicial and regulatory orders and requirements, fines, penalties, Liens, Taxes, or any other type of compensation.

- **1.1.43** Comparable Improvements shall mean medical office buildings located in the Central Orange County Area consisting of three (3) stories or less that have been constructed within the ten (10) year period prior to the date of determination, as determined by Landlord from time to time in its reasonable discretion.
 - **1.1.44** Competitive MOB shall have the meaning set forth in Section 22.26.
- 1.1.45 Constant Dollars shall mean the present value of the dollars to which such phrase refers. Constant Dollars will be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" will be the level of the Index for the month during which the Effective Date occurs; and the "Current Index Number" will be the level of the Index for the month preceding the month during which the calculation of the amount of Constant Dollars is required pursuant to this Lease.
- **1.1.46 Construction Commencement Date** shall have the meaning set forth in Section 3.3.1.
- **1.1.47 Construction Completion Date** shall have the meaning set forth in Section 3.3.2.
- **1.1.48** Construction Completion Deadline shall have the meaning set forth in Exhibit K-1, Section 3(d).
- **1.1.49** Construction Requirements shall mean the following: (a) all applicable Project Requirements; (b) the Final Site Plan and the Improvement Plans as approved by Landlord for the Improvements; (c) the Contractor's Manual; (d) the Signage Criteria; and (e) the requirements of this Lease applicable to the construction of the Improvements on the Leased Land.
- **1.1.50 Contractor or Contractors** shall refer to each contractor or subcontractor (of any tier) licensed in the State of California and in good standing hired by Tenant to construct, maintain or repair the Improvements or any portion thereof, or to perform any Alterations.
- **1.1.51** Contractor's Manual shall refer to that certain Contractor's Manual for the Project adopted by Landlord, including the construction rules and regulations for the Project, as the same may be amended from time to time.
- 1.1.52 Controlling Interest shall mean (a) an aggregate of more than fifty percent (50%) of (i) the total capital stock of a corporate Tenant; (ii) the total partnership interests of a general partnership Tenant; (iii) the total membership interests of a limited liability company Tenant; or (iv) the total beneficial interests of a Tenant that is a trust; (b) if Tenant is a limited partnership, more than fifty percent (50%) of the interest in the general partner of such limited partnership or, if there is more than one general partner, more than fifty percent (50%) of the interests in all such general partners in the aggregate; or (c) if Tenant is a limited liability company that is manager-managed, more than fifty percent (50%) of the interest in the manager

of such limited liability company or, if there is more than one manager, more than fifty percent (50%) of the interests in all such managers in the aggregate.

- **1.1.53** Corrective Action shall have the meaning set forth in Section 3.2.13.
- **1.1.54 County** shall mean the County of Orange, State of California.
- **1.1.55 Decision** shall have the meaning set forth in Section G.3.3.1 of Exhibit G.
- **1.1.56 Deposit** shall mean an amount equal to One Hundred Thousand and No/100 Dollars (\$100,000.00) which shall be paid by Tenant to Landlord pursuant to Section 4.1.
- **1.1.57 Design Guidelines** shall have the meaning set forth in <u>Recital E</u> of this Lease, as such Design Guidelines may be amended, supplemented, modified or restated from time to time.
- **1.1.58 Design Professional** shall mean a qualified professional architect or engineer, licensed in the State of California and in good standing, who may perform architectural or engineering services, including analysis of project requirements, creation and development of the project design, preparation of drawings and specifications and bidding requirements.
- **1.1.59 Development Agreement** shall have the meaning set forth in <u>Recital D</u> of this Lease, as the same may be amended, modified or restated from time to time.
- **1.1.60 Development Agreement SNDA** shall mean a Subordination, Non-Disturbance and Attornment Agreement substantially in the form of $\underline{\text{Exhibit L}}$ attached to the Development Agreement.
- **1.1.61 Draft Site Plan** shall mean the materials required to be submitted to the City in order to obtain Site Plan and Design Review Approval for the Improvements pursuant to Section 9272 of the Tustin Municipal Code (or any successor statute) and <u>Section 4.3.3(b)</u> of the Development Agreement, as implemented by <u>Section 5</u> of the Implementation Agreement.
 - **1.1.62 DSA** shall mean the California Division of the State Architect.
- **1.1.63 Due Diligence Independent Consideration** shall have the meaning set forth in Section 4.1.
- **1.1.64 Due Diligence Period** shall mean the period starting on the Effective Date and continuing until 5:00 p.m. Pacific Time on two hundred fortieth (240th) day after the Effective Date.
- **1.1.65 Educational Opportunities** shall have the meaning set forth in Section 5.1.2.

- **1.1.66 Educational Opportunities Report** shall have the meaning set forth in Section 5.1.5.
- **1.1.67 Effective Date** shall have the meaning set forth in the introductory paragraph of this Lease.
- **1.1.68 Environmental Assessment** shall have the meaning set forth in Section 16.2.3(a).
- 1.1.69 Environmental Requirements shall mean (a) all Laws, orders, decrees, directives, guidelines, plans, risk management plans, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future relating to health, safety or the environment or to any Hazardous Substances which at any time are or otherwise become applicable to the Premises or to Tenant, including without limitation, any requirements of the National Pollutant Discharge Elimination System adopted pursuant to the Federal Clean Water Act and/or any best management practices described in any Storm Water Pollution Prevention Plan or Water Quality Management Plan applicable to the Premises and/or in the California Storm Water Best Management Practices Handbook or equivalent guidelines; and (b) the Environmental Restrictions or any other environmental restrictions or covenants otherwise recorded against the Premises or any portion thereof.
- **1.1.70** Environmental Restrictions shall collectively refer to the Navy Deed and the City Deed, as the same may be amended, restated or supplemented from time to time.
- **1.1.71 Environmental Studies** shall have the meaning set forth in Section 2.9.1.
- **1.1.72 EOCC&Rs** shall mean "Educational Opportunities Covenants, Conditions and Restrictions" as more fully described in <u>Section 21.6</u>.
 - **1.1.73 EO Damages** shall have the meaning set forth in Section 5.1.6.
 - **1.1.74 EO Default** shall have the meaning set forth in <u>Section 5.1.6</u>.
- **1.1.75 EO Satisfaction Percentage** shall have the meaning set forth in Section 5.1.4.
 - **1.1.76 EO Value** shall have the meaning set forth in Section 5.1.4.
- **1.1.77 Equipment Breakdown Insurance** shall have the meaning set forth in Section 10.1.6.
 - **1.1.78** Escrow Agent shall have the meaning set forth in Section 11.8.
- **1.1.79 Event of Default** shall mean the occurrence of any of the events set forth in Sections 15.2.1 through 15.2.10 inclusive.

- **1.1.80** Executive Order shall have the meaning set forth in Section 1.1.161 below.
 - **1.1.81** Extension Option shall have the meaning set forth in Section 2.5.1.
 - **1.1.82** Extension Period shall have the meaning set forth in Section 2.5.1.
- **1.1.83 Final Proposal** shall have the meaning set forth in <u>Section G.3.3.1</u> of Exhibit G.
 - **1.1.84** Final Site Plan shall have the meaning set forth in Section 2.4.1.
- 1.1.85 First TCO Date shall mean the first to occur of (i) the date that the City issues the first Temporary Certificate of Occupancy for any portion of the Initial Improvements, or (ii) the date upon which the City provides its sign off on the final inspection of the Initial Improvements.
- 1.1.86 Force Majeure shall mean the occurrence of any of the following events: a strike, act of God, inability to obtain labor or materials, governmental restriction or delay (other than Landlord Delay), including, without limitation, moratoria or other like governmental or quasi-governmental prohibitions or limitations upon development of the Premises or issuance of necessary permits therefor, and delays by the City or any other Governmental Authority in processing and/or issuing governmental permits and approvals, enemy action, civil commotion, weather conditions beyond those typical for the Central Orange County Area, fire, or other event or cause that is beyond Tenant's reasonable control.
- **1.1.87 Foreclosure Transferee** shall have the meaning set forth in Section 14.3.
- **1.1.88 General Subleasing Requirements** shall have the meaning set forth in Section 12.4.
- **1.1.89 Government Impositions** shall mean any and all special assessments or levies or charges made by the City, the County, or any other Governmental Authority for purposes of constructing or maintaining local or regional infrastructure improvements.
- **1.1.90** Governmental Authority shall mean all federal, state or local governmental or quasi-governmental bodies and authorities having jurisdiction over the Parties or the Leased Land, including without limitation, the Navy, the DSA and the City.
- 1.1.91 Governmental Requirements shall mean the following: (a) the Environmental Requirements and all other applicable Laws; (b) the Development Agreement; (c) the BMP Agreement; and (d) all conditions of approval of the Final Site Plan or any other development plans or permits issued by the City or other Governmental Authorities concerning the Leased Land.
- **1.1.92** Hazardous Substance or Hazardous Substances shall mean any material or substance (a) defined as a "hazardous waste," "extremely hazardous waste" or

"restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (b) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code; (c) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, or under Section 25281 of the California Health and Safety Code; (d) petroleum or any other hydrocarbonic substance or by-product; (e) asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (f) polychlorinated biphenyls; (g) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code; (h) designated as a "hazardous substance" pursuant to the Clean Water Act (33 U.S.C. § 1251 et seq.) (i) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 6901 et seq.); (j) listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8(a) of the California Health and Safety Code; or (k) found to be a pollutant, contaminant, toxic or hazardous waste or toxic or hazardous substance in any reported decision of a Federal or California state court, or which may give rise to liability under any Federal or California common law theory based on nuisance or strict liability.

1.1.93 Holdover Base Rent shall have the meaning set forth in Section 2.6.

- **1.1.94 Implementation Agreement** shall mean that certain Implementation Agreement between the City and Landlord dated July 16, 2015, which sets forth procedures for implementing certain aspects of the Development Agreement, as the same may be subsequently amended from time to time.
- 1.1.95 Improvement Plans shall mean (as applicable) (a) those schematic design drawings, design development drawings, construction drawings, and other plans and specifications for the construction of the Improvements, excluding Building Tenant Improvements to be performed exclusively within the premises of a Building Tenant; and (b) all applications for grading or building permits to construct such Improvements, together with the associated traffic analysis (if applicable) or other supporting information.
- Land to be constructed under the terms of this Lease, including without limitation the following: (a) all buildings or other structures shown on the Final Site Plan; (b) all grading improvements, landscaping, hardscaping and irrigation improvements and street improvements; (c) all sidewalks, walkways, and other accessways located within the Leased Land; (d) all necessary facilities and connections for potable water, fire suppression water, reclaimed water, storm drain, sewer, electricity, natural gas, telecommunications and other utility services for the Leased Land; (e) all environmental control systems required to be incorporated into any building or other structure in order to comply with the Construction Requirements; and (f) any replacements, reconstruction or restorations of any of the foregoing.
- **1.1.97 Index** shall mean the Consumer Price Index All Items, for the Los Angeles-Riverside-Orange County Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100). If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate

conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term "Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

- **1.1.98 Initial Improvements** shall mean those Improvements to be constructed as shown on the Final Site Plan.
- **1.1.99 Innovation Drive Access** shall have the meaning set forth in Section 20.2.
- **1.1.100 Innovation Drive Access Grant of Easement** shall have the meaning set forth in Section 20.4.
- 1.1.101 Institutional Lender shall mean any of the following entities acting on its own or in a fiduciary capacity, so long as such entity (together with any entity directly or indirectly owning or controlling such entity or directly or indirectly owned, controlled by or under common control with such entity) has an aggregate combined net worth of at least \$500,000,000: (a) a bank, savings and loan association, savings institution, trust company or national banking association, (b) a charitable foundation, (c) an insurance company, (d) a pension, retirement or profit-sharing trust or fund, (e) an investment company or business development company, as defined in the Investment Company Act of 1940, as amended, (f) a broker or dealer registered under the Securities Exchange Act of 1934, as amended, or any investment advisor registered under the Investment Advisers Act of 1940, as amended, or (g) a public employees' pension or retirement system or any other government agency supervising the investment of public funds.
- **1.1.103** Landlord shall have the meaning set forth in the introductory paragraph of this Lease.
- **1.1.104 Landlord Delay** shall mean delay caused by Landlord (other than delays consistent with the established time frames for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on <u>Schedule 1</u>). The time frames shown on <u>Schedule 1</u> shall be extended as necessary to take into account delays caused by entities (other than Landlord) that delay Landlord's ability to meet the established time frames; such extensions shall not constitute Landlord Delay hereunder. In no event shall Landlord's rejection of an application submitted by Tenant due to Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered Landlord Delay.

- **1.1.105** Landlord Indemnified Parties shall mean Landlord and its Affiliates (including without limitation the Project Operator), the California Community Colleges Board of Governors, each of their respective appointed and elected officials, and each of their respective agents, attorneys, employees, contractors and representatives.
- **1.1.106** Landlord Site Plan Approval shall have the meaning set forth in Section 2.4.1.
- 1.1.107 Landlord's Interest shall mean Landlord's entire interest in (a) fee title to the Leased Land, (b) the Improvements upon the termination of this Lease and (c) this Lease.
 - **1.1.108** Landlord's Lender shall have the meaning set forth in Section 13.2.
- **1.1.109** Law or Laws shall mean any one or more of the statutes, ordinances, rules, codes, requirements, permits, regulations, or the like, of any applicable Governmental Authority, or any requirements imposed by a court of competent jurisdiction.
- **1.1.110 Lease** shall have the meaning set forth in the introductory paragraph of this document.
 - **1.1.111 Lease Expiration Date** shall have the meaning set forth in <u>Section 2.5</u>.
 - **1.1.112** Leased Land shall have the meaning set forth in <u>Recital F.</u>
 - **1.1.113 Leasehold Mortgagee** shall have the meaning set forth in Section 14.2.
 - **1.1.114** Lien or Liens shall have the meaning set forth in Section 13.1.
- **1.1.115 Major Building Tenant** shall mean a Building Tenant (a) that leases in excess of ten thousand (10,000) rentable square feet of the Improvements and/or identifies itself as an occupant of the Improvements through signs displayed on the outside of the Improvements or (b) as to which the City's approval of the identity of such Building Tenant is required pursuant to Section 12.2.1.2 of the Development Agreement.
- **1.1.116 Major Building Tenant Transfer** shall mean any assignment or sublease of a Major Building Tenant's interests under a Building Tenant Lease to any other Person.
- **1.1.117 Major Subcontractor** shall have the meaning set forth in Section 3.2.4.
- 1.1.118 Major Work shall mean each of the following: (a) the construction of the Initial Improvements, but excluding any Building Tenant Improvements to be constructed exclusively within the premises of a Building Tenant; (b) any Alterations the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00), but excluding any Building Tenant Improvements to be constructed exclusively within the premises of a Building Tenant; and (c) any reconstruction after casualty pursuant to Section 9.2 below or reconstruction after a Partial Taking pursuant to Section 11.7 below, in

either case the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00).

- **1.1.119 Major Work Agreements** shall have the meaning set forth in Section 3.2.6(b).
- **1.1.120 Market Rent Adjustment Date** shall have the meaning set forth in Section 4.5.
- **1.1.121 Market Value** shall have the meaning set forth in <u>Section G.1.2</u> of Exhibit G.
- **1.1.122 Material Adverse Change** means any material adverse change in the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of a Person or any of its subsidiaries (taken as a whole).
- **1.1.123 Maximum ADT Allocation** shall have the meaning set forth in Section 3.1.2.
- **1.1.124 Maximum Building Area** shall have the meaning set forth in Section 3.1.2.
 - **1.1.125 MCAS Tustin** shall have the meaning set forth in <u>Recital A</u>.
- **1.1.126 Mechanics' Lien or Mechanics' Liens** shall have the meaning set forth in Section 13.3.
- **1.1.127 Median Improvement Budget** shall have the meaning set forth in Exhibit K-1, Section 2.
- **1.1.128 Median Improvement Costs** shall have the meaning set forth in Exhibit K-1, Section 4.
- **1.1.129 Median Improvement Plans** shall have the meaning set forth in Exhibit K-1, Section 1(c).
- **1.1.130 Memorandum of Lease** shall have the meaning set forth in Section 2.4.2.
 - **1.1.131** Navy shall have the meaning set forth in <u>Recital C</u>.
 - **1.1.132** Navy Deed shall have the meaning set forth in Recital C.
- **1.1.133** Negotiation Period shall have the meaning set forth in Section G.2 of Exhibit G.
- **1.1.134 Net Operating Income** shall mean the aggregate amount of rent under all Building Tenant Leases in effect under which rent is being paid (not out of security deposits) to Tenant minus the following: (a) all customary and reasonable costs related to operating the

Premises, including but not limited to real property taxes and Government Impositions, utilities, insurance, repairs and maintenance and landscape maintenance, (b) customary and reasonable replacement reserves and (c) an amount that reflects a vacancy factor (*i.e.*, space that is not occupied by a Building Tenant), equal to the greater of the actual vacancy rate or five percent (5%).

- **1.1.135 New Building Tenant** shall mean any Person who becomes a tenant in the Improvements through a Major Building Tenant Transfer.
- **1.1.136** Non-Major Building Tenant shall mean any Building Tenant that is not a Major Building Tenant.
 - **1.1.137 Note** shall have the meaning set forth in <u>Section 14.2</u>.
 - **1.1.138 Notice of Exercise** shall have the meaning set forth in Section 2.5.1.
 - **1.1.139 Offer** shall have the meaning set forth in <u>Section 12.8.1</u>.
 - **1.1.140 Official Records** shall have the meaning set forth in Recital C.
 - **1.1.141** Operate shall have the meaning set forth in Section 22.26.
 - **1.1.142 Partial Taking** shall have the meaning set forth in <u>Section 11.3.2</u>.
- **1.1.143** Party or Parties shall refer to Landlord or Tenant or both, as the context requires.
- **1.1.144** Payment Request shall have the meaning set forth in Exhibit K-1, Section 4.
- **1.1.145 Periodic Base Rent Escalation Date** shall mean the fifth (5th) anniversary of the Base Rent Commencement Date and each date thereafter which is the fifth (5th) anniversary of the previous Periodic Rent Escalation Date.
- **1.1.146 Permitted Assignee** shall mean any entity in which Tenant (or an Affiliate of Tenant) is the manager by reason of an ownership interest or contract management right and in which Tenant (or such Affiliate) has more than a twenty-five percent (25%) profits interest.
- **1.1.147 Permitted Exceptions** shall have the meaning set forth in Section 2.3.2.
- **1.1.148 Permitted Transferee** shall have the meaning set forth in Section 12.2.1 of the Development Agreement.
- **1.1.149 Person** shall mean any natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization or any other entity.

- **1.1.150 Personal Property Insurance** shall have the meaning set forth in Section 10.1.5.
- **1.1.151 Plan Review Completion Date** shall have the meaning set forth in Section 3.2.2.
- 1.1.152 Planning and Construction Period shall mean the period beginning on ______ (i.e., the day after the end of the Due Diligence Period) and continuing until the date that is the earlier of (a) ______ (i.e., the two-year (2-year) anniversary of the Effective Date) subject to extension by the period of any Landlord Delay that occurs during the Planning and Construction Period, or (b) the last day of the calendar month following the First TCO Date.
- **1.1.153 Planning and Construction Period Rent** shall have the meaning set forth in Section 4.2.
 - **1.1.154 Point** shall have the meaning set forth in **Exhibit H**.
 - **1.1.155 Premises** shall mean the Leased Land and the Improvements.
 - **1.1.156 Primary Period** shall have the meaning set forth in <u>Section 2.5</u>.
- **1.1.157 Primary Period Commencement Date** shall have the meaning set forth in <u>Section 2.5</u>.
 - **1.1.158 Primary Term** shall have the meaning set forth in Section 2.5.1.
 - **1.1.159 Proceeds** shall have the meaning set forth in <u>Section 9.2.2</u>.
- **1.1.160 Professional Liability Policy** shall have the meaning set forth in Section 3.2.3.
- 1.1.161 Prohibited Person shall mean a person or entity (a) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above.
 - **1.1.162 Project** shall have the meaning set forth in Recital B.

- **1.1.163 Project Common Area** shall mean the Project Common Area as such term is defined in the CC&Rs.
- **1.1.164 Project Operator** shall mean the corporation or other entity designated by Landlord pursuant to the CC&Rs to have authority over, and be responsible for, operation and maintenance of the Project. Currently, the Project Operator is ATEP Facilities Corporation, a California non-profit corporation.
- **1.1.165 Project Requirements** shall mean all of the following: (a) all Governmental Requirements, (b) the CC&Rs and (c) the Design Guidelines.
- **1.1.166 Property Insurance Policy** shall have the meaning set forth in Section 10.1.4.
 - **1.1.167 Purchase Agreement** shall have the meaning set forth in Section 21.5.
- **1.1.168 Purchase Market Value** shall have the meaning set forth in Section G.1.3 of Exhibit G.
 - **1.1.169 Purchase Option** shall have the meaning set forth in <u>Section 21.1</u>.
- **1.1.170 Purchase Option Independent Consideration** shall have the meaning set forth in Section 21.3.
- **1.1.171 Purchase Option Term** shall have the meaning set forth in Section 21.4.
- **1.1.172 Purchase Price Determination Date** shall have the meaning set forth in Section G.1.4 of Exhibit G.
- **1.1.173 Reduced EO Damages Period** shall have the meaning set forth in Section 5.1.6.
- **1.1.174** Released Party or Released Parties shall have the meaning set forth in Section 2.9.3(f).
- **1.1.175** Releasing Party or Releasing Parties shall have the meaning set forth in Section 2.9.3(f).
 - **1.1.176 Rent** shall have the meaning set forth in <u>Section 4.9</u>.
- **1.1.177 Signage Criteria** shall refer to the Wayfinding and Signage section of the Design Guidelines.
 - **1.1.178** Site shall have the meaning set forth in Recital A.
- **1.1.179 Specific Plan** shall mean that certain MCAS Tustin Specific Plan/Reuse Plan originally adopted by the City on February 3, 2003 as Ordinance No. 1257, together with all

amendments thereto that are applicable to the Leased Land pursuant to the Development Agreement.

- **1.1.180 Stabilization Date** shall mean the date upon which the operation of the Premises has first Stabilized.
- 1.1.181 Stabilized shall mean the condition in which (a) at least ninety percent (90%) of the rentable area of the Improvements have been leased to Building Tenants which are paying base rent (and not simply reimbursable expenses), and (b) Net Operating Income equals at least one hundred ten percent (110%) of the sum of (i) the Annual Base Rent and (ii) debt service incurred by Tenant secured by Tenant's Interest.
- **1.1.182 Student Passageways** shall mean any road, sidewalk, walkway or path to be constructed by Tenant which may reasonably be expected to be used by Landlord's students, faculty or staff.
- **1.1.183 Student Passageways Construction Plans** shall have the meaning set forth in <u>Section 3.2.9(c)</u>.
- 1.1.184 Student Passageway Design Development Plans shall have the meaning set forth in $\underline{\text{Section } 3.2.9(c)}$.
- **1.1.185 Student Passageways Final Plans** shall have the meaning set forth in Section 3.2.9(c).
- **1.1.186 Supplemental Declaration** shall have the meaning set forth in Section 2.4.2.
- **1.1.187 Surrender Requirements** shall have the meaning set forth in Section 16.3.
 - **1.1.188** Taking shall have the meaning set forth in Section 11.2.
- 1.1.189 Taxes shall mean all real property taxes and Government Impositions, possessory interest taxes, gross receipts taxes, rental taxes, excise taxes, parking taxes, business and occupation fees or taxes, gross sales taxes, occupational license fees, water and sewer rates and charges, environmental taxes or assessments and other similar governmental charges, whether general or special, ordinary or extraordinary, which may be levied, assessed, charged or imposed by any Governmental Authority, or may become a lien or charge upon the Premises or any part or parts thereof, or upon Tenant's Interest. Taxes shall include any of the foregoing imposed at any time during the Term, whether or not now customary or within the contemplation of the Parties and regardless of whether the same shall be foreseen or unforeseen, similar or dissimilar to any of the foregoing.
- **1.1.190 Tenant** shall have the meaning set forth in the introductory paragraph of this Lease.
 - **1.1.191 Tenant Lease Form** shall have the meaning set forth in Section 12.4.2.

- **1.1.192 Tenant Plan** shall refer to that certain conceptual plan and accompanying elevations for the Improvements to be developed on the Leased Land submitted by Tenant to Landlord, prepared by Architects Orange and dated May 29, 2019. The Tenant Plan has been submitted to and approved by the BOT concurrently with the approval of this Lease.
- **1.1.193 Tenant's Interest** shall mean Tenant's entire interest in (a) the Leased Land, (b) the Improvements and (c) this Lease.
- **1.1.194 Tenant's Work Product** shall have the meaning set forth in Section 2.3.3.
- **1.1.195 Term** shall refer to the aggregate of the Due Diligence Period, the Planning and Construction Period and the Primary Term.
 - **1.1.196** Termination Notice shall have the meaning set forth in Section 2.3.
 - **1.1.197** Title Review Period shall have the meaning set forth in Section 2.3.2.
 - **1.1.198** Total Taking shall have the meaning set forth in <u>Section 11.3.1</u>.
 - **1.1.199** Trust Deed shall have the meaning set forth in Section 14.2.
 - **1.1.200** Victory Road Access shall have the meaning set forth in Section 20.1.
- **1.1.201 Victory Road Access Grant of Easement** shall have the meaning set forth in Section 20.4.
- **1.1.202 Victory Road Median Improvements** shall have the meaning set forth in Section 20.1.
- **1.1.203 Workers' Comp/ELI Policies** shall have the meaning set forth in Section 10.1.2.

ARTICLE 2

GRANT AND TERM

- **2.1 Grant of Lease**. In consideration of the covenants and agreements to be observed and performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Land, subject to the Permitted Exceptions. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that its occupancy and use of the Premises shall be subject to all of the terms and conditions of the CC&Rs and the Supplemental Declaration.
- **2.2** Reservation of Easements. Landlord reserves unto itself nonexclusive easements in, on, over, under and upon the Leased Land for the purpose, as applicable, of vehicular and pedestrian access, planting and landscaping, design, construction and installation

of infrastructure, maintenance of certain portions of the "Project Common Areas," as such term is defined in the CC&Rs, and other uses consistent with the development and operation of the Improvements in a manner consistent with this Lease; provided, however, such easements shall not, in any material respect, interfere with Tenant's development, use of or access to the Premises.

- 2.3 Due Diligence Period. During the Due Diligence Period, Tenant shall, at its sole cost and expense, use commercially reasonable efforts to investigate all matters concerning Tenant's proposed development of the Improvements (as described in the Tenant Plan) on the Leased Land as it may determine, including without limitation the following: the physical condition of the Leased Land (including the environmental condition thereof); Tenant's ability to obtain the necessary approvals and entitlements required in order to develop the Improvements described in the Tenant Plan (including approval of the Draft Site Plan by the City); the economic feasibility of developing and operating the Improvements as described in the Tenant Plan; and all other matters related to the development and construction of the Improvements. Tenant shall have the right to terminate this Lease upon written notice to Landlord (the "Termination Notice") at any time during the Due Diligence Period, in which event neither party shall have any further rights or obligations to the other hereunder, except as specifically set forth herein. In the event Tenant fails to timely deliver the Termination Notice during the Due Diligence Period, then Tenant shall be deemed to have delivered the Termination Notice.
- **2.3.1 Right of Entry**. During the Due Diligence Period, Landlord shall permit Tenant, its employees, agents, contractors and subcontractors (after giving Landlord reasonable prior written notice thereof) to enter upon the Leased Land and while thereon make surveys, take measurements, perform test borings or other tests of surface and subsurface conditions, make engineering, environmental and other studies and inspect the Leased Land; provided however, that Tenant shall comply with all Governmental Requirements in connection therewith. Notwithstanding the foregoing, however, in no event shall Tenant perform a test boring or other drilling that penetrates deeper than fifty (50) feet below the surface of the Leased Land. During the Due Diligence Period, while Tenant is investigating the Leased Land, the following shall apply:
- (a) **No Liens**. Tenant shall keep the Leased Land free of any Liens or third-party claims resulting from Tenant's activities thereon.
- (b) **Insurance**. Tenant shall obtain and maintain in full force and effect, at its own expense the following policies of insurance: (i) workers' compensation insurance required under state law; and (ii) a policy of commercial general liability insurance written by one or more responsible insurance carrier(s) which will include Landlord, the City and the Navy as additional insureds, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about Leased Land arising from Tenant's conduct, with a liability limit of not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage. Before commencing any work on the Leased Land, Tenant shall furnish Landlord with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section 2.3.1(b).

- (c) **Indemnity Regarding Tenant's Activities**. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Indemnified Parties and the Leased Land, and all parts thereof, from and against any and all Claims arising out of the conduct of activities by Tenant, its authorized agents, employees, contractors and subcontractors on the Leased Land pursuant to this <u>Section 2.3.1</u>, except to the extent arising from the negligence or willful misconduct of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees to pay reasonable attorneys' fees, costs, charges and other expenses which the Landlord Indemnified Parties may incur in negotiating, settling, defending, and otherwise protecting the Indemnified Parties and the Leased Land, and every part thereof, from and against such Claims.
- (d) **Restoration**. If Tenant exercises its rights under the provisions of this <u>Section 2.3.1</u>, Tenant shall promptly restore as nearly as practicable the Leased Land substantially to its condition immediately before such exercise.
- 2.3.2 Condition of Title. Tenant shall have the period between the Effective Date and sixty (60) days thereafter (the "Title Review Period") to review the condition of title to the Leased Land. If Tenant, in its sole discretion, disapproves of the condition of title, the Tenant shall deliver a Termination Notice on or before the expiration of the Title Review Period. If Tenant fails to deliver a Termination Notice prior to the expiration of the Title Review Period, then Tenant shall be deemed to have approved the condition of title as set forth below. Upon Tenant's approval or deemed approval of the condition of title, then Tenant acknowledges and agrees that Tenant's leasehold interest created by this Lease shall be subject to the following (collectively, the "Permitted Exceptions"):
- (a) Those exceptions to title set forth in that certain Title Commitment dated August 23, 2019, (Order No. NCS-509882-SA-1) issued by First American Title Insurance Company, a copy of which is attached hereto as <u>Exhibit C</u>;
- (b) A lien to secure payment of non-delinquent general and special real estate taxes and assessments;
- (c) Matters affecting title to the Leased Land caused or created by Tenant;
 - (d) The CC&Rs:
 - (e) The Supplemental Declaration;
 - (f) The Memorandum of Lease;
- (g) The Victory Road Access Grant of Easement substantially in the form of Exhibit K-2 attached hereto;
- (h) The Innovation Drive Access Grant of Easement substantially in the form of Exhibit K-3 attached hereto;
 - (i) The Development Agreement;

- (j) The Development Agreement SNDA (if applicable);
- (k) The BMP Agreement; and
- (l) Any rights reserved to Landlord pursuant to <u>Section 2.2</u> above.
- 2.3.3 **Work Product**. In the event that this Lease is terminated prior to the commencement of the Primary Period for any reason, Tenant shall assign to Landlord all of Tenant's right, title and interest, to the extent assignable in all reports, studies, investigations, plans and specifications and related work product prepared by or on behalf of Tenant concerning the Leased Land or the Improvements (collectively, "Tenant's Work Product"), except for attorney work product, market studies or other proprietary information; provided however, that such assignment shall be (i) provided to Landlord by Tenant at no cost to Landlord, (ii) on an "as-is" basis without any representations or warranties and, (iii) conditioned upon Landlord's return of the Deposit to Tenant, to the extent Tenant is entitled thereto in accordance with the terms hereof. Tenant shall be responsible for the payment of all costs incurred in connection with the preparation of Tenant's Work Product prior to the date of assignment. In the event this Lease is terminated prior to the commencement of the Primary Period, Tenant shall deliver to Landlord within ten (10) Business Days after Landlord's request therefor, copies of Tenant's Work Product together with such documents effectuating Tenant's assignment thereof to Landlord as Landlord may reasonably request. Tenant's obligations under this Section shall survive termination of this Lease.

2.4 Planning and Construction Period.

2.4.1 Draft Site Plan.

On or before the date set forth in Schedule 1 attached hereto, (a) Tenant shall have prepared the Draft Site Plan and shall have submitted the same to Landlord for its review. The Draft Site Plan shall be consistent with the Tenant Plan previously approved by Landlord, and shall be consistent with the Project Requirements. Landlord shall have a period of thirty (30) days following submission of the Draft Site Plan by Tenant to review and approve or disapprove the same in its reasonable discretion; provided however, that Landlord's scope of review of the Draft Site Plan shall be limited to the compliance of the Draft Site Plan with the requirements of this Section. In the event that Landlord disapproves the Draft Site Plan, it shall specify the reasons for its disapproval in writing. Landlord's failure to deliver to Tenant written notice of its approval or disapproval of the Draft Site Plan within such thirty (30) day period shall be deemed to be approval of the Draft Site Plan. In the event that Landlord disapproves the Draft Site Plan, then Tenant shall revise the same and resubmit to Landlord for its review pursuant to the procedures set forth above. The approval or deemed approval of the Draft Site Plan by Landlord pursuant to this Section shall be referred to herein as "Landlord Site Plan Approval." Landlord shall have the right to terminate this Lease in the event that (i) Tenant fails to submit the Draft Site Plan to Landlord on or before the date set forth on Schedule 1 attached hereto, or (ii) Tenant is unable to obtain Landlord Site Plan Approval on or before the date set forth on Schedule 1 attached hereto. In the event that this Lease is terminated pursuant to this Section, then neither party shall have any further rights or obligations hereunder, except as specifically set forth herein.

- In connection with the approval of this Lease and the Tenant Plan by the BOT, the BOT has certified the document required in order to comply with CEQA (the "CEQA Document"), and the City has approved the form of the CEQA Document pursuant to Section 6 of the Implementation Agreement. Following Landlord Site Plan Approval, Landlord (on behalf of Tenant) shall submit the Draft Site Plan to the City for its review pursuant to Section 9272 of the Tustin Municipal Code (or any successor statute) and Section 4.3.3(b) of the Development Agreement, as implemented by Section 5 of the Implementation Agreement. Tenant shall be responsible for the payment to the City of all required processing fees and costs related to the Draft Site Plan, and Tenant shall reimburse Landlord as Additional Rent for any reasonable third-party costs and expenses incurred by Landlord in connection with the processing of the Draft Site Plan or the CEQA Document with the City on Tenant's behalf. Tenant shall cooperate with Landlord (at Tenant's expense) in responding to any comments from the City concerning the Draft Site Plan or any conditions of approval of the Draft Site Plan proposed by the City. Landlord shall have the right to review and approve any changes to the Draft Site Plan prior to the submission thereof to the City; provided however, that Landlord's scope of review of any changes to the Draft Site Plan shall be limited to the compliance of such changes to the Draft Site Plan with the requirements of Section 2.4.1(a). In addition. (i) Landlord shall have the right to disapprove in its sole discretion any increase in the number of ADTs allocated to the Premises that exceeds the Maximum ADT Allocation; and (ii) Landlord shall have the right to approve or disapprove in its reasonable discretion any proposed conditions of approval of the Draft Site Plan to the extent that such proposed conditions would set a precedent for future development of the Project. Upon approval of the Draft Site Plan and the certification of the CEQA Document by the City, and the expiration of all time periods for the appeal of such approval and certification without an appeal being filed, then for the purposes of this Lease, the Draft Site Plan shall be deemed to be the "Final Site Plan."
- (c) Tenant shall have the right to terminate this Lease in the event that (i) Landlord disapproves the Draft Site Plan pursuant to Section 2.4.1(a) above and Tenant is unable to resolve Landlord's objections to the Draft Site Plan; (ii) Landlord is unable to obtain the City's approval of the Draft Site Plan pursuant to Section 2.4.1(b) above, and Tenant is unable to resolve the City's objections to the Draft Site Plan; or (iii) Landlord disapproves any City-required changes to the Draft Site Plan or any proposed conditions to the approval of the Draft Site Plan pursuant to Section 2.4.1(b) above. In addition, Landlord shall have the right to terminate this Lease in the event that (I) Landlord disapproves any City-required changes to the Draft Site Plan or any proposed conditions to the approval of the Draft Site Plan pursuant to Section 2.4.1(b) above; (II) Landlord disapproves any proposed increase in the number of ADTs allocated to the Premises that exceeds the Maximum ADT Allocation pursuant to Section 2.4.1(b) above; or (III) the Final Site Plan has not been obtained on or before the date set forth on Schedule 1 attached hereto. In the event that this Lease is terminated pursuant to this Section, then neither party shall have any further rights or obligations hereunder, except as specifically set forth herein.
- (d) After obtaining the Final Site Plan, Tenant shall proceed to design and construct the Improvements during the Planning and Construction Period as set forth in Article 3 below.

- **2.4.2 Recordation of Documents.** Within ten (10) Business Days after the commencement of the Planning and Construction Period, Landlord and Tenant (as applicable) shall execute and record in the Official Records the following documents: (a) a Supplemental Declaration of Covenants, Conditions and Restrictions for the Leased Land in the form of Exhibit D attached hereto (the "Supplemental Declaration"); and (b) a Memorandum of Lease in the form of Exhibit E attached hereto (the "Memorandum of Lease"). In addition, upon the expiration of the Primary Term or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within ten (10) Business Days after Landlord's request a quitclaim deed conveying to Landlord any and all interest Tenant may have under this Lease, or such other document terminating the Memorandum of Lease as Landlord may require in its reasonable discretion. Landlord is authorized to immediately record such document in the Official Records upon receipt of same from Tenant.
- 2.4.3 Certificate of Compliance. Tenant acknowledges that the Leased Land is a parcel created by SOCCCD, as a local governmental agency, and does not constitute a division of land as provided in Section 66426.5 of the California Subdivision Map Act and Tustin Municipal Code Section 9313(a)(1) (as in effect on August 9, 2013, the Effective Date of the Development Agreement). As soon as practicable after the recordation of the Memorandum of Lease, Landlord shall submit an application to the City for a Certificate of Compliance pursuant to Tustin Municipal Code Section 9314(c) and City Subdivision Manual Section 10 (as those provisions were in effect on August 9, 2013, the Effective Date of the Development Agreement). Upon receipt of City approval of the Certificate of Compliance, the City will cause the same to be recorded in the Official Records of the Recorder of Orange County, California.
- 2.5 Primary Period. The "Primary Period" of this Lease shall commence on the day following the expiration date of the Planning and Construction Period (the "Primary Period Commencement Date"), and shall expire, without notice or other action by either Party, at 11:59 p.m. Pacific Time on that date (the "Lease Expiration Date") that is the day preceding the seventy-fifth (75th) anniversary of the Primary Period Commencement Date, unless this Lease is sooner terminated or extended pursuant to the terms of this Lease.

2.5.1 Extension of Primary Period.

(a) **Option to Extend**. Tenant shall have the right and option (the "Extension Option") to extend the term of this lease beyond the end of the Primary Period for the period beginning on the first day after the end of the Primary Period and ending on the date that is the ninety-ninth (99th) anniversary of the Effective Date (the "Extension Period"). Tenant must initiate the Extension Option by delivering to Landlord a notice of exercise of such Extension Option (the "Notice of Exercise") not more than twelve (12) months and not less than six (6) months prior to the expiration of the Primary Period. Upon delivery of the Notice of Exercise, the Adjusted Base Rent to be paid during the Extension Period shall be established pursuant to the procedure set forth in Exhibit G attached hereto. If Tenant fails to timely deliver its Notice of Exercise pursuant to this Section 2.5.1(a), then the Extension Option shall terminate, and Tenant shall have no further right or option to extend the Primary Period hereunder.

- (b) **Effect of Default**. Notwithstanding the foregoing, (a) the Extension Option shall not be exercisable if there shall exist an Event of Default with respect to Tenant at the time Tenant delivers the Notice of Exercise as to such Extension Option pursuant to Section 2.5.1(a), and (b) Tenant's Notice of Exercise as to such Extension Option shall be voidable, at Landlord's election, by written notice to Tenant at any time prior to the commencement of the Extension Period if there shall exist an Event of Default with respect to Tenant at any time after Tenant's delivery of its Notice of Exercise as to such Extension Option.
- (c) **Primary Term**. The Primary Period, as the same may be extended by the Extension Period (if applicable), shall be collectively referred to herein as the "**Primary Term.**"
- 2.6 **Holding Over.** No holding over after the termination or expiration of this Lease shall be permitted. Any holding over by Tenant after expiration or earlier termination shall not constitute a renewal or extension of this Lease, nor shall it give Tenant any rights in or to the Leased Land, or any part thereof. Any holding over by a Building Tenant after expiration or earlier termination of this Lease (subject to the provisions of the Building Tenant RNDA with such Building Tenant, if applicable) shall be deemed to be a holdover by Tenant for purposes of this Lease. If Tenant holds over after the expiration or earlier termination of the Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate ("Holdover Base Rent") equal to one hundred fifty percent (150%) of the Annual Base Rent applicable to the last month of the Term under this Lease (i.e., one and one-half times one-twelfth of the Annual Base Rent payment payable hereunder by Tenant). Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained in this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or earlier termination of this Lease.

2.7 Ownership and Removal of Improvements and Personal Property.

2.7.1 Ownership of Improvements. Except as hereinafter provided, Tenant or its Building Tenants shall be the owner of all Improvements, and all furnishings, fixtures and personal property located thereon. Tenant and its Building Tenants shall retain all rights to depreciation, deductions and tax credits arising from its ownership of said property during the Term hereof. Except as permitted by this Lease, neither Tenant nor its Building Tenants shall remove any Improvements or fixtures from the Leased Land, nor waste or destroy any Improvements or fixtures. Upon the expiration or earlier termination of this Lease, all Improvements shall revert to Landlord without compensation or payment of any kind to, or requirement of consent or other act of Tenant, without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person, including any Leasehold Mortgagee. If requested by Landlord, Tenant shall, without charge to Landlord, execute, acknowledge and deliver to Landlord appropriate documentation (in form and content satisfactory to Landlord) which acknowledges and confirms that Landlord retains all right, title and interest in and to the Improvements as of the expiration or earlier termination of this Lease.

- 2.7.2 Tenant's Right to Remove Personal Property. At the expiration or earlier termination of this Lease, Tenant may remove any or all of Tenant's personal property and trade fixtures from the Premises (and Building Tenants may remove all of their personal property and trade fixtures from the Premises) so long as (a) such personal property and trade fixtures can be removed without material damage to the Improvements, (b) such personal property and trade fixtures are removed within thirty (30) days following such expiration or earlier termination of this Lease and (c) all resultant injuries to the Premises are promptly and substantially remedied and Tenant takes reasonable steps necessary to preserve the appearance of the Premises. Upon request of Landlord, Tenant shall remove any and all of Tenant's personal property from the Premises (and Tenant shall cause all Building Tenants to remove all of their personal property and trade fixtures from the Premises) upon expiration or earlier termination of this Lease. Any personal property and trade fixtures remaining on the Leased Land after said thirty (30) day period shall automatically vest and become the sole property of Landlord without any payment by Landlord and without any further action or agreement required in connection therewith, including the necessity of bill of sale, deed, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person.
- **2.8 Quiet Enjoyment**. So long as there has been no Event of Default and except Landlord's actions in the case of an emergency for the purposes of protecting public health or safety, Tenant shall lawfully, peacefully and quietly hold, occupy and enjoy the Leased Land without disturbance, interruption or hindrance by Landlord, or any Person claiming by or through Landlord. Landlord shall in no event be liable in damages or otherwise, nor shall Tenant be released from any obligation hereunder, because of the interruption of any service, or a termination, interruption or disturbance attributable to an event of Force Majeure or any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, business invitees, or any Person claiming by or through Tenant.

2.9 Condition of Leased Land.

2.9.1 **Environmental Condition**. Tenant acknowledges that (a) the Site (including the Leased Land) was a part of the former MCAS Tustin, and has been the subject of numerous reports and studies concerning the presence of Hazardous Substances on and under the Site and concerning the remediation thereof; (b) groundwater remediation and monitoring activities by the Navy and its contractors on the Site (including the Leased Land) are ongoing; and (c) Tenant has been provided by Landlord with access to those reports and studies concerning the environmental condition of the Site (including the Leased Land) and the ongoing remediation activities thereon as set forth on Schedule 2 attached hereto (collectively, the "Environmental Studies"). Landlord hereby represents and warrants to Tenant that it has no actual knowledge of, and has not received written notice from any Governmental Authority of, the presence on, in or under the Leased Land of any Hazardous Substances except as disclosed in the Environmental Studies. As used in the foregoing, the actual knowledge shall mean the actual, present knowledge without the duty of inquiry, of Landlord's Director of ATEP Development. Landlord represents and warrants to Tenant that Landlord's Director of ATEP Development is the person on the staff of Landlord that is most knowledgeable about the environmental condition of the Leased Land. The foregoing representation and warranty shall survive for a period of twelve (12) months after the Effective Date.

2.9.2 Tenant's Investigation.

(a) Tenant shall have the right to conduct its own investigation of the Leased Land pursuant to Section 2.3.1 above. Tenant agrees that prior to the expiration of the Due Diligence Period, Tenant will have satisfied itself that all matters related to the Leased Land are acceptable to Tenant, including, the state of title thereto; the physical condition thereof; the accessibility and location of utilities; all mechanical, plumbing, sewage, and electrical systems located therein; the suitability of soils; and the Environmental Studies and other investigations regarding the Leased Land. Tenant further agrees that prior to the expiration of the Due Diligence Period, Tenant will have reviewed all items that in Tenant's sole judgment affect or influence Tenant's lease and use of the Leased Land and Tenant's willingness to consummate the transactions described by this Lease.

(b) Tenant acknowledges and agrees as follows:

(i) Tenant's determination to commence the Planning and Construction Period of this Lease constitutes Tenant's agreement that Tenant:

(1) has been given the opportunity to obtain the advice of consultants, including but not limited to environmental consultants, engineers, geologists and soils and seismic experts, to inspect the Leased Land and to review the information and documentation provided by Landlord to Tenant and affecting the Leased Land or otherwise obtained by Tenant in connection with its due diligence of the Leased Land, including the environmental condition of the Leased Land, and is relying solely on its own investigation of the Leased Land and review of such information and documentation in determining the physical, economic and legal condition of the Leased Land, and not on any information, representation or warranty provided by Landlord or the agents of Landlord;

(2) has performed its own assessment of the Leased Land, including the environmental condition of the Leased Land, the presence of Hazardous Substances on the Leased Land, the suitability of the soil for improvements to be constructed, and the consequences of any subsequently discovered contamination on the Leased Land; and

(3) is satisfied with the nature and extent of its permissible investigation of the physical condition and other matters relating to the Leased Land and is willing to consummate the transactions described by this Lease.

(ii) Information provided to Tenant by or on behalf of Landlord with respect to the Leased Land was obtained from a variety of sources, and Landlord has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

(iii) Without limiting the generality of the foregoing, Tenant acknowledges and agrees that, prior to the expiration of the Due Diligence Period, (A) Tenant was provided with access to the Environmental Studies and all reports referenced in the Navy Deed, the City Deed, or the Development Agreement; (B) Tenant has performed its own assessment of the environmental condition of the Leased Land, the presence of Hazardous Substances on the Leased Land, the suitability of the soil for improvements to be constructed,

and the consequences of any subsequently discovered contamination on the Leased Land; and (C) Tenant has reviewed the Navy produced or identified documentation listed on <u>Schedule 2</u> reflecting the Navy's knowledge of the environmental condition of the Leased Land.

(c) Nothing in this <u>Section 2.9.2</u> shall in any way limit Landlord's representations or warranties set forth in <u>Section 2.9.1</u> of this Lease.

2.9.3 <u>As-Is</u>.

- (a) <u>No Representations or Warranties.</u> Tenant recognizes that Landlord would not lease the Leased Land except on an "AS IS, WITH ALL FAULTS" basis, and Tenant acknowledges that Landlord has made no representations or warranties of any kind whatsoever (excepting only those representations and warranties of Landlord expressly set forth in this Lease), either express or implied in connection with any matters with respect to the Leased Land or any portion thereof.
- (b) <u>Acknowledgement</u>. Tenant acknowledges and agrees that Tenant's determination to commence the Planning and Construction Period constitutes Tenant's agreement that Tenant, in consummating the transactions described in this Lease, is leasing the Leased Land in an "AS IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, if any. Tenant further acknowledges and agrees that, except as otherwise specifically provided in <u>Section 2.9.1</u> of this Lease, Landlord makes no representations, warranties, or guaranties of any kind or character in connection with the transaction contemplated by this Lease, whether express or implied, oral or written, past, present or future, whether by Landlord or any of its agents, elected or appointed officials, representatives or employees, of concerning or with respect to:
- (i) the value of the Leased Land or the income to be derived from the Leased Land;
- (ii) the existence or nonexistence of any liens, easements, covenants, conditions, restrictions, claims or encumbrances affecting the Leased Land;
- (iii) the suitability of the Leased Land for any and all future development, uses and activities which Tenant may conduct thereon, including the development of the Improvements described in this Lease;
- (iv) the habitability, merchantability or fitness for a particular purpose of the Leased Land;
- (v) the manner, quality, state of repair or lack of repair of the Leased Land:
- (vi) the nature, quality or condition of the Leased Land including water, soil and geology;
- (vii) the compliance of or by the Leased Land and/or its operation in accordance with any Law;

- (viii) the manner or quality of the construction or materials, if any, incorporated into the Leased Land;
- (ix) the presence or absence of Hazardous Substances, at, on, under, or adjacent to the Leased Land;
- (x) the content, completeness or accuracy of the information, documentation, studies, reports, surveys and other materials, delivered to Tenant in connection with the review of the Leased Land and the transactions contemplated in this Lease;
- (xi) the conformity of the existing improvements on the Parcel, if any, to any plans or specifications for the Leased Land;
- (xii) compliance of the Leased Land with past, current or future Laws relating to zoning, subdivision, planning, building, fire, safety, or environmental matters and/or covenants, conditions, restrictions or deed restrictions;
 - (xiii) the adequacy of any undershoring or of any drainage;
- (xiv) whether or not all or a portion of the Leased Land may be located on or near an earthquake fault line or falls within an earthquake fault zone established under the Alquist-Priolo Earthquake Zone Act, California Public Resources Code Sections 2621-2630 or within a seismic hazard zone established under the Seismic Hazards Mapping Act, California Public Resources Code, Sections 2690-2699.6 and Sections 3720-3725;
- (xv) the existence or lack of vested land use, zoning or building entitlements affecting the Leased Land;
- (xvi) the completion of ATEP in accordance with the Project Requirements;
- $% \left(xvii\right) \left(xvii\right) \right) =0$ (xvii) the terms and conditions of the Environmental Restrictions or the Development Agreement; and

(xviii) any other matters.

Nothing in this <u>Section 2.9.3(b)</u> shall in any way limit Landlord's representations or warranties set forth in <u>Section 2.9.1</u> of this Lease.

(c) Environmental Condition of the Leased Land; Restrictions. Landlord makes no representation or warranty as to the Navy's obligations with respect to the environmental condition of the Leased Land or the adequacy or accuracy of the Environmental Studies. Tenant acknowledges and agrees that (i) there may be some residual contamination on the Leased Land as a result of the Navy's historic activities; and (ii) the Navy has agreed to accept certain limited responsibility for any contamination it caused, including any contamination discovered after transfer from the Navy, in accordance with existing Environmental Requirements, including the National Defense Authorization Act For Fiscal Year 1993 as amended (Public Law No. 102-434) and Section 330 and Section 120(h) of the

Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h).

- (d) <u>Environmental Restrictions</u>. Tenant acknowledges and agrees that the lease of the Leased Land is subject to the terms and conditions expressly set forth in the Environmental Restrictions. From and after the Effective Date, Tenant agrees to assume and faithfully perform any covenants running with the land and obligations set forth in the Environmental Restrictions as obligations to be performed by the grantee or owner or their successors or assigns. Without limiting the generality of the foregoing, Tenant shall comply with the BMP Agreement.
- (e) <u>No Unauthorized Representations</u>. No Person acting on behalf of Landlord is authorized to make, and by execution hereof, Tenant acknowledges that no Person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Leased Land, the Project or the transactions contemplated in this Lease or the past, present or future zoning, land use entitlements, construction, physical condition, presence or extent of Hazardous Substances or other status of the Leased Land except as may be expressly set forth in this Lease. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any Person acting on behalf of Landlord that is not contained in this Lease will be valid or binding on Landlord.
- Release. Tenant, on behalf of itself and each Building Tenant and (f) every Person claiming by, through or under Tenant or any Building Tenant (each a "Releasing Party" and collectively, the "Releasing Parties"), hereby waives the right of each Releasing Party to recover from, and fully and irrevocably releases, Landlord, its Affiliates, the California Community Colleges Board of Governors, and their respective elected and appointed officials, employees, agents, attorneys, affiliates, representatives, contractors, successors and assigns (individually, a "Released Party" and collectively, the "Released Parties") from any and all Claims that Tenant or any Releasing Party may now have or hereafter suffer or acquire arising from or related to: (i) any information concerning the condition of the Leased Land provided by Landlord or its agents or representatives, including without limitation the Environmental Reports, (ii) any condition of the Leased Land or any current or future improvement thereon, known or unknown by any Releasing Party or any Released Party; (iii) any construction defects, errors, omissions or other conditions, latent or otherwise, including environmental matters, as well as economic and legal conditions on or affecting the Leased Land, or any portion thereof; (iv) the existence, release, threatened release, presence, storage, treatment, transportation or disposal of any Hazardous Substances at any time on, in, under, or from, the Leased Land or any current or future improvement thereon or any portion thereof; or (v) Claims made by, or acts or omission to act of, any Governmental Authority or any other third party arising from or related to any actual, threatened, or suspected release of a Hazardous Substance on, in, under, or from the Leased Land or any current or future improvement thereon, including any investigation or remediation at or about the Leased Land or any current or future improvement thereon; provided, however, that the foregoing release by the Releasing Parties shall not extend to (A) any breach by Landlord of any of the representations or warranties of Landlord set forth in Section 2.9.1 of this Lease, (B) any breach by Landlord of any of the covenants or obligations set forth in this Lease, or (C) any Claim that is the result of or relates to the gross negligence, willful misconduct or fraud of Landlord or any Released Party. This release includes Claims of which

Tenant is presently unaware or which Tenant does not presently suspect to exist which, if known by Tenant, would materially affect the release of the Released Parties. Tenant, for itself and the other Releasing Parties, specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In this connection and to the extent permitted by law, Tenant on behalf of itself and the other Releasing Parties hereby agrees, represents and warrants that (x) it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims or controversies which are presently unknown, unanticipated and unsuspected, (y) the waivers and releases in this Section 2.9.3(f) have been negotiated and agreed upon in light of that realization and (z) Tenant, on behalf of itself and the other Releasing Parties, nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown Claims and controversies to the extent set forth above which might in any way be included as a material portion of the consideration given to Landlord by Tenant in exchange for Landlord's performance hereunder.

BY INITIALING BELOW, TENANT ACKNOWLEDGES THAT (A) IT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS SECTION, (B) IT HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (C) IT HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION.

TENANT'S INITIALS

2.10 No Release of Tenant. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any damage to or destruction of all or any portion of the Premises, or any condemnation of all or any portion of the Premises; (b) any restriction or prevention of or interference with any use of the Premises; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, Tenant, any Affiliate of Tenant, or any Building Tenant, or any action taken with respect to this Lease by any trustee or receiver, or by any court, in any proceeding; (d) any claim that Tenant or any other Person has or might have against Landlord; (e) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant or any other Person; or (f) any other occurrence whatsoever,

whether similar or dissimilar to the foregoing, in each case whether or not Tenant shall have notice or knowledge of any of the foregoing.

ARTICLE 3

CONSTRUCTION OF THE IMPROVEMENTS; COMMON INFRASTRUCTURE

- 3.1 Tenant's Right and Obligation to Construct Improvements.
- **3.1.1 Tenant's Obligation to Construct**. Tenant shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, the Improvements upon the Leased Land in accordance in all material respects with the Construction Requirements, including without limitation the provisions of this <u>Article 3</u>. Tenant shall also comply with all of the terms of this <u>Article 3</u> in connection with any Alterations pursuant to <u>Section 9.1</u> below, restoration after a casualty pursuant to <u>Section 9.2</u> below or restoration after a Partial Taking pursuant to <u>Section 11.7</u> below.
- 3.1.2 Tenant's Right to Develop. Subject to the terms and conditions set forth in this Lease, Tenant shall have the right to use up to six hundred sixty-four (664) ADTs (the "Maximum ADT Allocation") in order to enable Tenant to construct up to fifty thousand (50,000) gross square feet of Building Area on the Leased Land (the "Maximum Building Area") (The formula for determining the number of ADTs required by a building as set forth in Exhibit H to the Development Agreement is 13.27 ADTs per 1,000 sq. ft. of Building Area.) Tenant shall have the right to use ADTs up to the Maximum ADT Allocation in connection with Tenant's application to the City for any discretionary permit or approval for the Improvements pursuant to Section 3.2.9 below that requires submission of a trip analysis. Any ADTs from the Maximum ADT Allocation that are not used by Tenant in order to construct the Initial Improvements as shown on the Final Site Plan shall remain with Landlord, and Tenant shall have no right to use or transfer the same to any other Person. In no event shall Tenant use ADTs in excess of the Maximum ADT Allocation. In addition, in no event shall Tenant construct Improvements on the Leased Land in excess of the Maximum Building Area.
 - **3.2 Major Work.** The requirements of this Section 3.2 shall apply to all Major Work.
- **3.2.1 In General**. Prior to submitting to the City or any other Governmental Authority any proposed Improvement Plans (including any requests for approvals or permits to construct any Improvements), Tenant shall first submit to Landlord for approval all Improvement Plans related thereto. All such submittals shall be in such format as may be specified by Landlord from time to time. Subject to Section 3.2.2 below, Landlord shall not unreasonably delay or withhold approval of any Improvement Plans to the extent the same are consistent with the Construction Requirements.
- 3.2.2 Timing and Parameters of Landlord Plan Review. Landlord shall approve or disapprove each set of Improvement Plans submitted by Tenant on or before the date (the "Plan Review Completion Date") that is thirty (30) days following Landlord's receipt of such Improvement Plans, in a completed form, from Tenant. If approved by Landlord, such approval shall be endorsed on the Improvement Plans and one set of such documents bearing

Landlord's approval shall be returned to Tenant by the Plan Review Completion Date. If Landlord disapproves any such Improvement Plans, Landlord shall use commercially reasonable efforts to notify Tenant prior to the Plan Review Completion Date of Landlord's reasons for disapproving such Improvement Plans, whereupon Tenant shall within fifteen (15) days after receiving Landlord's notice of disapproval, revise and resubmit modified Improvement Plans for Landlord's approval addressing Landlord's reasons for its prior disapproval. The approval by Landlord of the Improvement Plans shall be approval only as to their conformity with the Project Requirements, the Final Site Plan, the Maximum ADT Allocation and the requirements of this Lease, and shall not be deemed a representation or warranty by Landlord as to the adequacy or sufficiency of such Improvement Plans for the grading, improvement or construction contemplated thereby for any use or purpose. By its approval thereof, Landlord makes no representation that the Improvement Plans will satisfy the requirements of all relevant Governmental Authorities or all applicable Construction Requirements, and Landlord assumes no liability or responsibility therefore or for any defect in any grading, improvements or construction made pursuant thereto. In connection with its review of the Improvement Plans, Landlord shall identify any Student Passageways, which shall then be governed by Section 3.2.9(c) below. If Landlord fails to provide written notice of its approval or disapproval of any Improvement Plans prior to the Plan Review Completion Date, such Improvement Plans shall be deemed approved for the purposes of this Section 3.2.2.

3.2.3 Design Professionals and Contractors.

Prior to commencing any Major Work, (a) Tenant shall furnish (a) Landlord with a written estimate from its general Contractor (in a format that has been previously approved by Landlord in its reasonable discretion) of the total cost of the Major Work to be undertaken, and a written list of the name and address of each Contractor that Tenant has retained or intends to retain, along with each such entity's contractor's license number; and (b) Tenant shall provide to Landlord copies of each design, consulting or construction contract entered into by Tenant in connection with such Major Work. In addition, upon written request of Landlord, the design, consulting and construction contracts entered into by Tenant shall include language that (i) permits at Landlord's election an assignment of the contracts to Landlord (or a successor in interest as to the Leased Land) in the event of a default by Tenant under this Lease with respect to the Major Work such that Landlord (or a successor in interest as to the Leased Land) shall have the right to enforce the contracts, and (ii) requires the contract counterparties to continue performing in accordance with their contracts so long as the counterparties are compensated in accordance with the terms of the contracts for all work, labor and materials furnished to or for Landlord (or a successor in interest as to the Leased Land) thereunder.

(b) Each Design Professional providing design or engineering services for any Major Work shall be required to maintain professional liability insurance (a **'Professional Liability Policy'**) in an amount not less than Two Million Dollars (\$2,000,000) for each claim and Two Million Dollars (\$2,000,000) annual aggregate with any deductible not to exceed Fifty Thousand Dollars (\$50,000) per claim. Each such Professional Liability Policy shall be maintained in effect during the period when such professional services are performed and for a period of two (2) years after substantial completion of the Major Work. Each Professional Liability Policy shall comply with the requirements of Article 10 below.

- (c) Prior to commencing any Major Work, each Contractor performing any Major Work shall be required to provide the insurance set forth in <u>Section 3.2.12</u> below.
- Bonds or Construction Subguard Insurance. Prior to commencing 3.2.4 any Major Work, Tenant shall deposit with Landlord certificates or other satisfactory evidence that Tenant or its general contractor has obtained one of the following, with respect to each subcontractor performing a portion of such Major Work pursuant to a subcontract with a construction cost of Two Hundred Thousand Dollars (\$200,000) or more (each, a "Major Subcontractor"): (a) payment and performance bonds in an amount equal to the total construction cost of the subcontract with such Major Subcontractor (including the correction of any construction defects), naming Landlord and Tenant as co-obligees, in form and content and with a surety or sureties reasonably satisfactory to Landlord, guaranteeing the full and faithful performance of the subcontract with such Major Subcontractor free and clear of all Mechanics Liens and the full payment of all sub-subcontractors, labor and material suppliers; or (b) a policy of construction subguard insurance insuring the general contractor against direct and indirect costs and expenses incurred upon the default of such Major Subcontractor. The cost of such bonds or construction subguard insurance shall be paid by Tenant or its general contractor. In addition, Tenant shall be responsible for providing security for such Major Work in such form and to the extent required pursuant to California Civil Code Section 8700 et seq. or any successor statute.
- 3.2.5 Financing Commitments. Prior to commencing the Initial Improvements, Tenant shall provide Landlord evidence satisfactory to Landlord that there are funds available and committed to Tenant sufficient to pay for one hundred percent (100%) of the total hard costs and indirect or "soft costs" associated with the Initial Improvements, including, without limitation, architectural fees, other professional or consulting fees, finance charges or fees for loan commitments or money borrowed for such construction, costs for obtaining governmental approvals necessary for such construction, and Tenant's overhead and administrative costs for such construction and development.

3.2.6 Payments and Reimbursements; Indemnification.

- (a) Notwithstanding anything to the contrary in the Contractor's Manual, the amount of the Construction Management Fee (as defined in the Contractor's Manual) to be paid by Tenant for the Initial Improvements shall be equal to Three Thousand Dollars (\$3,000) per month (prorated for any partial month), commencing upon the first to occur of the City's issuance of the grading or building permit for the Initial Improvements and continuing until the First TCO Date.
- (b) Tenant shall reimburse Landlord as Additional Rent for any reasonable out-of-pocket costs and expenses incurred by Landlord in connection with any Major Work, including, without limitation, any costs incurred in connection with Landlord's review of any Improvement Plans (whether internal or related to the engagement of third parties). In addition, in the event that Landlord is required pursuant to Section 2.6 of the Development Agreement to provide any compliance letters or enter into any agreements with the City concerning any Major Work (including onsite or offsite improvement agreements) (collectively, "Major Work Agreements") or provide any insurance or bonds with respect thereto, then

- (i) Tenant shall reimburse Landlord as Additional Rent for any out-of-pocket costs incurred by Landlord with respect to such Major Work Agreements and (ii) Tenant shall indemnify, defend (with counsel reasonable acceptable to Landlord) and hold harmless Landlord and the Premises from and against any and all Claims to the extent arising out of such Major Work Agreements.
- **3.2.7 Non-Major Work**. Landlord's consent shall not be required for any Improvement Plans for construction that does not meet the definition of Major Work; provided, however, that Sections 3.2.8 through 3.2.15 inclusive shall apply to any such non-Major Work.
- 3.2.8 Manner of Construction. All Improvements shall be designed by a duly licensed Design Professional, and all Improvements shall be constructed by, and any material repairs or Alternations thereto shall be made by, a duly licensed Contractor. Tenant shall provide the Contractor with at least two (2) copies of the Contractor's Manual and direct the Contractor to submit to Landlord one (1) copy signed by Contractor. Construction shall not be commenced until a Contractor's Manual signed by the Contractor has been submitted to Landlord. The contract with each Design Professional and Contractor shall acknowledge that its rights to a Mechanics' Lien shall apply to Tenant's Interest only and not to Landlord's Interest. Subject to Section 3.3 below (as to the Initial Improvements), all Improvements shall be diligently and continuously pursued from the commencement thereof through completion. Tenant shall construct all Improvements and perform all repairs in a good and workmanlike manner, strictly in conformance with any and all Laws, and in accordance with any approved Improvement Plans and with the Construction Requirements. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with the provisions of California Labor Code Section 1720 et seq. (or any successor statute) regarding payment of prevailing wages for any public works aspect of the Improvements.

3.2.9 Permits and Approvals.

- (a) **Tenant Responsibility**. Tenant shall be solely responsible for obtaining, at its sole cost and expense, all permits and approvals required for the development, finance, leasing or operation of any Improvements from the City and all other Governmental Authorities, and for any issuance or re-issuance of all certificates of occupancy or equivalent permits required by applicable Law for the use and occupancy of the Premises. Without limiting the generality of the foregoing, Tenant shall be responsible for (i) preparing and implementing a Storm Water Pollution Prevention Plan and a Water Quality Management Plan for the Leased Land pursuant to applicable Environmental Requirements, (ii) entering into a covenant and agreement with the City that replaces the BMP Agreement encumbering Tenant's Interest (the "Replacement BMP Agreement") and (iii) obtaining from the City a document terminating the BMP Agreement with respect to the Leased Land (the "BMP Agreement Termination"). Effective upon the execution of the Replacement BMP Agreement by the City and Tenant and the BMP Agreement Termination, all references in this Lease to the BMP Agreement shall be deemed to refer to the Replacement BMP Agreement.
- (b) **Landlord Approval Required**. Notwithstanding anything to the contrary in Section 3.2.9(a) above, Tenant shall not apply to the City, the DSA or any other applicable Governmental Authority for a subdivision or parcel map affecting the Leased Land or for a variance or amendment to the Construction Requirements except with the prior written

approval of Landlord (which Landlord may withhold in its sole discretion), and Tenant shall not submit any environmental impact report or other consultant's report containing information regarding Landlord, ATEP or Landlord's other tenants to any Governmental Authority without Landlord's prior written approval (which Landlord may withhold in its sole discretion). Landlord shall not be obligated to sign, support or assume any liability under any application or other agreement relating to any permit, license or the like unless otherwise agreed by Landlord in its sole discretion and upon terms and conditions acceptable to Landlord in its sole discretion.

- (c) **DSA Approval**. Tenant understands and acknowledges that any Student Passageways will require full DSA approval (*i.e.*, Structural, Fire Life Safety and Access Compliance) obtained in accordance with the procedures set forth below.
- Landlord identifies any Student Passageways in Tenant's Improvement Plans, Tenant shall cause design development plans (the "Student Passageway Design Development Plans") of such Student Passageways to be prepared. Landlord shall then submit the Student Passageways Design Development Plans to the DSA for its preliminary review. If the DSA requires changes in the Student Passageways Design Development Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which meeting may include the DSA if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes to the mutual satisfaction of the Parties, then Tenant shall cause its civil engineer and/or architect to revise the Student Passageways Design Development Plans so as to address the DSA's changes.
- (ii) **Student Passageways Construction Plans.** preliminary review of the Student Passageways Design Development Plans by the DSA, Tenant shall employ qualified engineers, at its sole cost and expense to prepare all plans, specifications, document, and drawings necessary and required for the construction of the Student Passageways, in conformance with the Student Passageways Design Development Plans (collectively, the "Student Passageways Construction Plans"). The Student Passageways Construction Plans shall conform to all applicable federal, state, and local governmental laws, ordinances, rules, and regulations, including Sections 39140-39155 and 81130-81145, inclusive, of the California Education Code (commonly called the "Field Act") and the DSA's rules and regulations. Tenant shall submit the Student Passageways Construction Plans to Landlord, and Landlord shall have thirty (30) days to approve or disapprove the same in its reasonable discretion. If Landlord disapproves the Student Passageways Construction Plans, then the Parties shall meet in good faith to resolve Landlord's issues. Failure of Landlord to give notice of approval or disapproval of the Student Passageways Construction Plans within the applicable time period set forth above shall be deemed approval. Tenant shall pay all permit fees, inspection fees, connection fees, and other fees customarily charged by applicable governmental authorities, as may now exist or as may be charged in the future, arising out of or related to the planning, engineering or construction of the Student Passageways.
- (iii) **DSA Review**. Following approval or deemed approval of the Student Passageways Construction Plans by Landlord, Landlord shall submit the Student Passageways Construction Plans to the DSA for review and approval for compliance with Governmental Requirements, in accordance with the DSA's rules and regulations. If DSA

requires changes in the Student Passageways Construction Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which may include a meeting at the DSA's San Diego office if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes, then the Tenant shall cause its civil engineer and/or architect to revise the Student Passageways Construction Plans so as to obtain the approval of the DSA. Landlord shall then submit the revised Student Passageways Construction Plans to the DSA for its final approval. Upon the final approval of the Student Passageways Construction Plans by the DSA, such plans shall be referred to herein as the "Student Passageways Final Plans."

- (iv) Construction of Student Passageways. Tenant shall construct the Student Passageways in strict accordance with the Student Passageways Final Plans at its sole expense. Tenant shall comply with all requirements of the DSA in the conduct of the construction, including the engagement of a Class 1 Inspector of Record certified by the DSA.
- 3.2.10 Completion. Subject to Section 3.3 below (as to the Initial Improvements), upon substantial completion of any Improvements, (a) Tenant shall record in the Official Records a Notice of Completion pursuant to California Civil Code Section 8182 or any successor statute, a copy of which as recorded shall be provided by Tenant to Landlord, (b) Tenant shall comply with any other applicable requirements of Law with respect to the completion of works of improvement, (c) Tenant shall submit to Landlord copies of the final Certificate of Occupancy and of all Final Unconditional Lien Releases for the Improvements, and (d) if the Improvements are a Major Work, Tenant's Design Professional shall deliver to Landlord a certificate setting forth the total cost of such construction and certifying that (i) the Improvements have been substantially completed in compliance with the Construction Requirements; (ii) the completed Improvements have been inspected and finally approved by all appropriate Governmental Authorities and all certificates of occupancy or similar permits or approvals required as a condition to the occupancy or use of such Improvements have been duly issued; and (iii) all costs and Mechanics' Liens relating to the completed Improvements have been paid or discharged, as applicable. In addition, Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of all Improvements (in computer assisted design (CAD) format or such other format in common use among design professionals as Landlord may specify from time to time in its reasonable discretion) as well as copies of all permits, approvals, temporary and permanent certificates of occupancy and other documents issued by any Governmental Authority in connection with all Improvements.
- 3.2.11 Payment for Improvements. Tenant shall comply with Section 13.3 below and promptly pay all Design Professionals, Contractors and material suppliers for design or construction of the Improvements in accordance with their respective contracts with respect to work performed by or for Tenant or materials purchased by or for Tenant so as to reduce the possibility of a Mechanics' Lien attaching to the Premises. Tenant shall obtain conditional and unconditional interim and final lien releases in the required statutory forms in connection with Tenant's payment for work to Design Professionals, Contractors and material suppliers.
- **3.2.12 Construction Insurance**. In addition to the requirements of Article 10, prior to commencing the construction of any Improvements, Tenant shall provide Landlord with evidence that (a) Tenant carries "Builder's All Risk" insurance covering the

construction, including vandalism and malicious mischief, covering all Improvements in place on the Premises, all materials and equipment stored at the Premises and furnished under contract, and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment has passed to, Tenant or its construction manager, contractors or subcontractors (excluding any contractors', subcontractors' and construction managers' tools and equipment, and property owned by the employees of the construction manager, any contractor or any subcontractor), such insurance to be written on a completed value basis in an amount not less than the full estimated replacement value of the Improvements; and (b) each contractor or subcontractor performing any work on the Premises is covered by the following policies, in such forms and with such deductibles as are acceptable to Landlord in its reasonable discretion (: (i) a CGL Policy having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate; (ii) Workers Comp/ELI Policies; (iii) an Auto Liability Policy; and (iv) a Contractors' Pollution Liability Policy with limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate; and (c) such other insurance or related requirements as Landlord may reasonably require. To the extent that the required limits of the CGL Policy pursuant to this Section 3.2.12 are inconsistent with the requirements of the Contractor's Manual, the requirements of this Section 3.2.12 shall control. Except as otherwise provided in this Section 3.2.12, all insurance shall conform to the requirements of Article 10. All Improvements shall be insured by Tenant pursuant to Article 10 immediately upon completion thereof.

Landlord Inspection Rights. During and upon completion of the construction of any Improvements, Landlord and any architect, engineer or other representative whom Landlord may select to act for Landlord, may inspect the Improvements and all work and materials as rendered and installed. Tenant shall keep copies of all Improvement Plans (with "as built" information incorporated) relating to any Improvements on the construction site and permit Landlord and its architects, engineers and other representatives to examine them at all reasonable times or, in the alternative, shall furnish Landlord with copies of such Improvement Plans. If Landlord and its architects, engineers or other representatives shall determine that the materials do not substantially conform to the approved Improvement Plans, or that the Improvements are not being constructed in accordance with the approved Improvement Plans, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular deficiency, omission or other respect in which it is claimed that the work does not conform with the approved Improvement Plans. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to any deficiencies, omissions or otherwise, and shall immediately remove such materials and replace such construction and furnish materials in accordance with such Improvement Plans or with materials that meet or exceed the quality provided for in such Improvement Plans ("Corrective Action"). In the event that Tenant fails to commence such Corrective Action within five (5) Business Days after notification by Landlord or fails to diligently prosecute such Corrective Action to its completion, Landlord shall have the right to require Tenant to stop construction until such Corrective Action is completed.

- **3.2.14 Ownership of Improvements**. All Improvements that may be installed or placed in or about the Premises shall be deemed to become an integral part of the Premises, and shall not be removed except as provided in <u>Sections 2.7.2</u> or <u>9.2.3</u> of this Lease.
- **3.2.15 Lease Termination**. If this Lease expires or is terminated prior to the completion of construction of any Improvements, Tenant shall, at Landlord's option and at Tenant's expense, do one of the following: (a) promptly complete construction of such Improvements; (b) remove all such partially completed Improvements, construction materials, equipment and other items from the Premises and restore the Premises to their pre-construction condition; or (c) assign the relevant contracts to Landlord without any pre-existing liability, to enable Landlord to complete such construction and charge Tenant for the expense of completion.

3.3 Commencement, Prosecution and Completion of Initial Improvements.

- Improvements on or before the date set forth on <u>Schedule 1</u> attached hereto as the "Construction Commencement Date." The Construction Commencement Date shall be extended day for day (a) during the continuance of any Force Majeure event that impacts the commencement or progress of construction, provided that the aggregate extension for all Force Majeure events under this <u>Section 3.3</u>, including Force Majeure events that occur during construction, shall not exceed one (1) year; and (b) for each day that the commencement or progress of construction is delayed due to a delay ("Landlord Delay") caused by Landlord (other than time periods for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on <u>Schedule 1</u>). In no event shall Landlord's rejection of an application submitted by Tenant due to Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered a Landlord Delay.
- **3.3.2 Completion**. Tenant shall cause the completion of the construction of the Initial Improvements to occur on or before the date which is set forth on <u>Schedule 1</u> attached hereto as the "Construction Completion Date." The Construction Completion Date shall be extended day for day due to the occurrence of the events described in <u>Sections 3.3.1(a)</u> and (b) above.
- 3.3.3 Conduct of Construction. After commencement of construction of the Initial Improvements (a) such construction shall be diligently prosecuted so that the affected portion of the Premises shall not remain in a partly finished condition any longer than is reasonably necessary and in any event there shall be no stoppage of construction for a continuous period in excess of sixty (60) days, which sixty-day period may be extended day for day due to the occurrence of the events described in Sections 3.3.1(a) and (b) above, (b) no material excavation that would alter drainage patterns or require a grading permit shall be made on any portion of the Premises and no material amount of sand, gravel, soil or other material shall be removed therefrom that would alter drainage patterns or require a grading permit, other than in connection with the construction of the Initial Improvements in accordance with the Construction Requirements. All imported soil shall be certified by a duly licensed soils engineer as being in compliance with all Environmental Requirements and acceptable for community college purposes pursuant to applicable Laws, and shall be compacted to meet the Construction Requirements depending upon the location and expected use.

- 3.3.4 Certain Definitions. For purposes of this Lease, (a) Tenant shall be deemed to have "commenced construction" of the Initial Improvements when (i) all required permits, licenses and approvals required in connection therewith have been duly issued by the City or other applicable Governmental Authorities, (ii) the Contractor for such Initial Improvements has been given notice to proceed with the construction of such Initial Improvements by Tenant and (iii) such Contractor has commenced construction activities and is diligently and continuously pursuing the same; (b) a "stoppage of construction" shall be deemed to occur at any time during which Tenant or its Contractor is not diligently and continuously prosecuting the construction and completion of such Initial Improvements pursuant to the Construction Requirements; (c) "completion of construction" shall be deemed to occur when (i) such Initial Improvements have been substantially completed (that is, completed except for minor punch list work) and (ii) Landlord has received the documents required pursuant to Section 3.2.10 above.
- **3.4 Encumbrance of Estate**. Tenant acknowledges that Landlord is prohibited under applicable Law to subordinate or subject Landlord's Interest to the lien of any Person providing financing to Tenant in connection with the design or construction of all Improvements or the maintenance and operation thereof. All such financing shall be the sole responsibility of Tenant.
- 3.5 Costs of Construction. Tenant shall bear all costs and expenses associated with construction of all Improvements, including all Government Impositions (including without limitation the Tustin Legacy Backbone Infrastructure Fee), all permit fees and costs imposed by the City or any other Governmental Authority and all costs of installing required public and private utilities. Nothing in the foregoing, however, shall relieve Landlord of its obligations under Section 3.6 below to install the initial common infrastructure.
- **3.6 Common Infrastructure**. Landlord shall be responsible for developing and constructing the common infrastructure to serve the Project in the manner, and within such time periods, as is described on Exhibit F. Tenant shall be responsible for repairing any damage to ATEP common infrastructure or other common area improvements caused by Tenant or its Contractors during construction of the Improvements, at Tenant's sole cost and expense.
- 3.7 No Services or Improvements Provided by Landlord. Except as set forth in Section 3.6 above, Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Premises, and Tenant hereby assumes the full and sole responsibility, at Tenant's sole cost and expense, for obtaining, furnishing and paying for all services, utilities or facilities, including, but not limited to, heat, electricity, air conditioning, telecommunications, water and sewer services. Tenant hereby also assumes the full and sole responsibility, at Tenant's sole cost and expense, for the condition, operation, repair, maintenance, replacement and management of the Premises. Furthermore, Landlord has not agreed to construct any Improvements on the Premises. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure or delay in obtaining any service or utility, regardless of cause, or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, or relieve Tenant from paying Rent or performing any of its obligations under this Lease, or give Tenant the right to terminate this Lease.

- 3.8 Monument Directional Signs. Landlord shall construct at its expense such monument signs within ATEP that are designed to include inserts bearing directions to particular buildings as Landlord may in its discretion determine. Should Tenant desire to add inserts to any of such signs with directions to Tenant's Premises, Tenant may request that Landlord add an insert giving directions to Tenant's Premises to one or more directional signs. Landlord agrees to consider whether to grant any such request in its reasonable discretion; provided, however, that Tenant shall bear the cost of installing and maintaining such inserts.
- 3.9 Cooperation. Each Party hereby covenants and agrees to cooperate with the other Party from and after the date of this Lease and throughout the term of this Lease in obtaining all approvals and permits that are necessary or desirable in order to develop and construct the Improvements and any other permitted Alterations including, without limitation, joining in applications, filings and submittals for use, building, grading, and construction permits, and participation in and support of the other Party's position in hearings, proceedings and meetings relating to any such permits or other governmental applications, submittals or approvals; provided, however, that the Party that is not performing such construction shall not be obligated to incur any expenses or liabilities in cooperating with the other Party's permitted construction activities.

ARTICLE 4

RENT

- 4.1 **Due Diligence Period Deposit**. Tenant shall pay the Deposit to Landlord within three (3) business days following the Effective Date. Landlord shall be entitled to retain the sum of One Hundred Dollars (\$100) from the Deposit as consideration for the rights granted to Tenant hereunder during the Due Diligence Period (the "Due Diligence Independent Consideration"). Landlord shall have the right to retain the Due Diligence Independent Consideration in any and all events. In the event that this Lease is terminated by either Landlord or Tenant pursuant to the terms hereof prior to 5:00 p.m. Pacific Time on the one hundred eightieth (180th) day after the Effective Date, then Landlord shall refund the Deposit (less the Due Diligence Independent Consideration) to Tenant. In the event Tenant has not delivered the Termination Notice on or prior to 5:00 p.m. Pacific Time on the one hundred eightieth (180th) day after the Effective Date, the Deposit shall become nonrefundable and shall be retained by Landlord in any and all events as consideration for the rights granted to Tenant hereunder. Upon the Rent Commencement Date, the Deposit shall be applicable to Annual Base Rent or any other amounts owed by Tenant hereunder. Notwithstanding the release of the Deposit, Tenant shall have until the two hundred fortieth (240th) day after the Effective Date pursuant to Section 2.3 above to complete its due diligence.
- **4.2 Planning and Construction Period Rent**. Commencing on the first day of the Planning and Construction Period and continuing until the last day of the Planning and Construction Period, rent shall be paid by Tenant in the amount of One Hundred Eighty-Seven Thousand Five Hundred Ninety-Six Dollars (\$187,596.00) per annum (the **"Planning and Construction Period Rent"**). The Planning and Construction Period Rent is calculated based on a rate of Fifty-Four Thousand Dollars (\$54,000.00) per acre per annum multiplied by 3.474 acres, which the Parties agree is the area of the Leased Land. Planning and Construction Period

Rent shall be payable in advance on the first day of the Planning and Construction Period and thereafter in four (4) equal quarterly installments on or before the first (1st) day of each calendar quarter thereafter (i.e., January 1, April 1, July 1 and October 1 of each year) during the Planning and Construction Period. Planning and Construction Period Rent for any partial calendar quarter shall be prorated and paid based on a 90-day quarter and the actual number of days elapsed. No invoice shall be required from Landlord in order for Tenant to be obligated to pay Planning and Construction Period Rent pursuant to this Section.

- **4.3 Primary Period Rent**. Commencing on the first day of the Primary Period (the **"Base Rent Commencement Date"**), rent shall be paid by Tenant in the amount of Three Hundred Seventy-Five Thousand One Hundred Ninety-Two Dollars (\$375,192.00) per annum (the **"Initial Annual Base Rent"**). The Initial Annual Base Rent is calculated based on a rate of One Hundred Eight Thousand Dollars (\$108,000.00) per acre multiplied by 3.474 acres. The Initial Annual Base Rent is subject to adjustment pursuant to Section 4.4 and Section 4.5 below. The term **"Annual Base Rent"** shall refer to the Initial Annual Base Rent, as adjusted pursuant to Section 4.4 and Section 4.5 below. During the Primary Term, Tenant shall pay Annual Base Rent in advance to Landlord on the Base Rent Commencement Date and thereafter in four (4) equal quarterly installments on or before the first (1st) day of each calendar quarter (i.e., January 1, April 1, July 1 and October 1 of each year). Annual Base Rent for any partial calendar quarter shall be prorated and paid based on a 90-day quarter and the actual number of days elapsed. No invoice shall be required from Landlord in order for Tenant to be obligated under this Section.
- **4.4 Periodic Base Rent Escalations**. On each Periodic Base Rent Escalation Date, the amount of the then-current Annual Base Rent shall be increased by ten percent (10%).
- 4.5 **Determination of Market Rent Adjustments**. The Annual Base Rent shall be increased as of the twentieth (20th), fortieth (40th), sixtieth (60th) and, if the Extension Option is exercised, eightieth (80th) anniversaries of the Base Rent Commencement Date (each, a "Market Rent Adjustment Date") to the "Adjusted Base Rent," as such term is defined in Section G.1 of Exhibit G attached hereto. In no event shall the Adjusted Base Rent be less than one hundred ten percent (110%) of the Adjusted Base Rent in effect on the day prior to the applicable Market Rent Adjustment Date. The Adjusted Base Rent on each Market Rent Adjustment Date shall be determined pursuant to the procedure set forth in Exhibit G. As is more fully set forth in Exhibit G, if the Parties are unable to agree on the Adjusted Base Rent during the Negotiation Period pursuant to Section G.2 of Exhibit G, then the Adjusted Base Rent shall be determined through the Arbitration pursuant to Section G.3 of Exhibit G.
- **4.6 Prepaid Building Tenant Rent**. Tenant shall not accept a prepayment of more than one (1) month's base rent from any Building Tenant without prior written approval of Landlord, excluding therefrom security deposits credited against future rent.
- **4.7 Place of Payment of Rental**. All rental payments shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address as set forth in <u>Section 22.1</u> or to such other parties and/or to such other address as Landlord may from time to time designate in writing to Tenant.

4.8 Net Lease; No Rent Abatement or Reduction.

- **4.8.1 Costs Borne by Tenant**. The rental set forth in this <u>Article 4</u> is established on the assumption that Landlord will not have to pay any expense or incur any liabilities of any kind in any way relating to, or in connection with, the Premises during the Term, except as otherwise provided in this Lease. Accordingly, Tenant will promptly pay all costs of every kind and description relating to or arising out of the Premises during the Term, including without limitation (a) all CC&R Obligations (subject, however, to <u>Section 4.8.2</u> below); (b) all Taxes imposed with respect to the Premises; and (c) all capacity, upgrade, improvement, utility and other charges allocated to the Leased Land by any Governmental Authorities and/or public or quasi-public utilities or other similar service providers to the Project.
- **4.8.2 CC&R Assessment Obligations**. Notwithstanding anything to the contrary set forth in this <u>Section 4.8</u>, Landlord shall pay to the Project Operator on behalf of Tenant the following CC&R Assessment Obligations that are imposed on the Premises as set forth below:
- (a) All of such CC&R Assessment Obligations imposed during the Planning and Construction Period; and
- (b) Thereafter, the excess of the CC&R Assessment Obligations actually imposed on the Premises over the amount of CC&R Assessment Obligations that would have been imposed on the Premises based upon an Allocable Share (as defined in the CC&Rs) of ten and 28/100 percent (10.28%).
- **4.8.3 No Set-Off**. Except as expressly provided to the contrary in this Lease, Tenant shall not be entitled to any abatement, set-off or reduction in the Annual Base Rent due under this Lease.
- 4.9 Additional Rent; Rent. All amounts and sums which Tenant is obligated to pay or reimburse to Landlord pursuant to this Lease (other than Due Diligence Period Rent, Planning and Construction Period Rent and Annual Base Rent) shall be collectively referred to herein as "Additional Rent." All Additional Rent shall be due and payable within ten (10) days after Landlord's demand therefor. Additional Rent for any partial month at the beginning and the end of the Primary Term shall be prorated on a daily basis. All amounts of Due Diligence Period Rent, Planning and Construction Period Rent, Annual Base Rent and Additional Rent payable in a given month (collectively, "Rent") shall be deemed to comprise a single rental obligation of Tenant to Landlord.
- **4.10 Interest**. Any Rent or other amount payable by Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum until paid; provided however, in no event shall such interest rate exceed the maximum legal rate of interest in effect in the State of California.
- **4.11 Late Charges**. Tenant acknowledges that the late payment of any Rent will cause Landlord to lose the use of such money and incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, if

any installment of Rent is not paid within five (5) calendar days after the due date for such installment of Rent, then Tenant shall thereafter pay to Landlord on demand a late charge equal to five percent (5%) of the amount of such installment of Rent not paid on the due date. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant.

ARTICLE 5

USE

5.1 Use of Premises.

5.1.1 Construction of Improvements. Tenant shall use the Leased Land solely for the construction, maintenance and operation of the Improvements (and any Alterations thereto approved pursuant to Section 9.1). Tenant shall ensure that the Improvements shall at all times be constructed, maintained and operated only in a manner consistent with the Construction Requirements and that the Improvements shall be of a type and quality consistent with the Project Requirements. The use of the Improvements shall include entering into Building Tenant Leases with respect to space within the Improvements in the normal course of business of Tenant on customary terms for fair market value provided that all uses by Tenant and by any Building Tenant are in compliance with the Project Requirements.

5.1.2 Permitted Uses; Educational Opportunities. The permitted use of the Improvements shall be limited to the uses set forth on Exhibit H attached hereto and shall be consistent with the educational mission of Landlord. Such mission is to have users which (a) are engaged in or supportive of activities which consist principally of research and development, other technology oriented businesses or operations, allied health professions, or other businesses or operations which are complementary or closely related to curricula then taught at Landlord's educational facilities, and (b) are committed to provide in a reasonable manner (i) collaboration with Landlord's faculty, (ii) internships for Landlord's students, particularly in the fields of nursing, allied health professions and other medical education (iii) employment for students or graduates of the educational institutions located at ATEP and "career day" sponsorship through a career center located on the ATEP campus, (iv) donations of cash, equipment, supplies or in-kind services or the donation or subsidization of buildings or other material facilities desirable to ATEP, (v) joint projects with campus faculty or administrators involving research, testing, surveys, studies, and/or promotion, (vi) funding for academic research projects, (vii) guest lecturers, seminar speakers and presenters sharing expertise with students, (viii) support of campus programs that contribute to the vitality and growth of the academic experience for students, or (ix) some combination of the foregoing acceptable to Landlord in its reasonable discretion. Exhibit H sets forth with greater specificity the educational opportunities to be provided by Tenant (each, an "Educational Opportunity" and, collectively, the "Educational Opportunities"). Tenant shall comply, and cause its Building Tenants to comply, with all Laws applicable to the provision of such Educational Opportunities, including, if required by applicable Law, the payment of the minimum required compensation to any interns or other assistants who are introduced to Tenant or Tenant's Building Tenants by Landlord under the provisions of Exhibit H.

- **5.1.3 Administration**. Tenant shall cooperate with Landlord in administering the Educational Opportunities in all reasonable respects, including attending regular meetings to discuss Educational Opportunities and mechanisms for offering them to faculty and students. In addition, Tenant shall make available to Landlord contact information with respect to the Building Tenants which from time to time lease space in the Improvements. Landlord shall make reasonable efforts to periodically disseminate to the list of Building Tenants provided by Tenant certain information with respect to opportunities for Building Tenants to partner with Landlord for the purposes of Section 5.1.2 above.
- **5.1.4** Educational Opportunities Value. The Educational Opportunities shown on Exhibit H shall be deemed to have a value (the "EO Value") to Landlord for each fiscal year (July 1 to June 30) in an aggregate amount equal to ten percent (10%) of the Annual Base Rent in effect as of the last day of such fiscal year. Exhibit H sets forth for each Educational Opportunity furnished a percentage specifying the portion of the EO Value that will be satisfied (the "EO Satisfaction Percentage") by Tenant furnishing each such Educational Opportunity.
- Educational Opportunities Report. Tenant shall submit to Landlord 5.1.5 annually, no later than September 15 of each calendar year, a report (the "Educational Opportunities Report"), including an accounting of the Educational Opportunities offered to students at ATEP during the preceding fiscal year (July 1 to June 30). The first Educational Opportunities Report shall be due for the fiscal year during which the First TCO Date occurs, and Tenant's obligation to furnish Educational Opportunities for such fiscal year shall be prorated based on the actual number of days elapsed. The Educational Opportunities Report shall be in such form as is provided by Landlord to Tenant from time to time, or shall otherwise be acceptable to Landlord in its reasonable discretion. The Educational Opportunities Report shall describe the Educational Opportunities furnished using the same categories as described in Exhibit H and showing the EO Satisfaction Percentage for each category of Educational Opportunity furnished and the total EO Satisfaction Percentage for the all of the Educational Opportunities furnished in such fiscal year. Landlord shall have the right to request verification of the Educational Opportunities reported to have been offered in the Educational Opportunities Report in such form as Landlord may, in its reasonable discretion, determine. Failure of Tenant to supply such verification within thirty (30) days of Landlord's request therefor shall be conclusively deemed to indicate that the Educational Opportunities to be verified were not offered during the reporting period, and Landlord shall be entitled to the remedies for failure to provide the Educational Opportunities as provided below. Landlord shall have the right to audit the Educational Opportunities Report, as well as any verification provided by Tenant, and Tenant shall cooperate in all reasonable respects with such audit. Landlord shall pay for the audit; provided however, that if the audit determines that the Educational Opportunities actually afforded during the applicable reporting period are less than ninety-five percent (95%) of those shown in the Educational Opportunities Report for such period, then Tenant shall reimburse Landlord for the full cost of the audit.
- **5.1.6 Remedies**. In the event that the final Educational Opportunities Report shows that the EO Satisfaction Percentage for the fiscal year covered by the Report is less than one hundred percent (100%), then Tenant shall be deemed to be in default in its obligation to provide Educational Opportunities as set forth in Section 5.1.2 above (**"EO Default"**). In such

event, Tenant shall pay to Landlord as Additional Rent an amount calculated as follows (the "EO Damages"): (a) if the EO Default occurs during the Reduced EO Damages Period (as defined below), then the EO Damages shall be equal to (i) the EO Value times (ii) a percentage equal to one hundred percent (100%) minus the EO Satisfaction Percentage, times (iii) fifty percent (50%); and (b) if the EO Default occurs after the Reduced EO Damages Period, then the EO Damages shall be equal to (i) the EO Value times (ii) a percentage equal to one hundred percent (100%) minus the EO Satisfaction Percentage. The "Reduced EO Damages Period" shall mean the period commencing with the fiscal year during which the First TCO Date occurs, and continuing until the end of the fiscal year during which the earlier of the following events occurs: (Y) the one (1) year anniversary of the First TCO Date; or (Z) the date that ninety-five percent (95%) of the Building Area of the Improvements has been leased to Building Tenants. THE PARTIES ACKNOWLEDGE THAT LANDLORD'S ACTUAL DAMAGES IN THE EVENT THAT TENANT DEFAULTS IN ITS OBLIGATION TO PROVIDE EDUCATIONAL OPPORTUNITIES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY SEPARATELY INITIALING THIS SECTION 5.1.6, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF EO DAMAGES HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF LANDLORD'S DAMAGES AND NOT A PENALTY, AND SHALL BE LANDLORD'S SOLE AND EXCLUSIVE REMEDY AGAINST TENANT ARISING FROM AN EO DEFAULT, AND LANDLORD WAIVES ALL OTHER CLAIMS FOR DAMAGES OR REMEDIES AT LAW OR IN EQUITY.

LANDLORD:	TENANT:
Initials	Initials

5.1.7 Revisions to Exhibit H.

(a) **Written Notice**. Either Party may at any time and from time to time propose by written notice to the other Party a revised Exhibit H, with different Educational Opportunities or different EO Satisfaction Percentages or any other different terms, which revised Exhibit H would apply to the fiscal year following its adoption as provided below. In the event that either Party gives such notice, then the Parties shall meet and confer about the proposed revised Exhibit H. If the Parties agree on the form of Exhibit H proposed or on a different form of Exhibit H, then the Exhibit H agreed upon shall be deemed adopted. If the Parties are not able to agree on a revised Exhibit H within thirty (30) days after the written notice is delivered, then the proposed Exhibit H shall not be adopted and the pre-existing Exhibit H shall remain in effect.

5.2 Changed Use. Should the use of all or any portion of the Leased Land or the Improvements materially change at any time during the Term of this Lease in a manner which is inconsistent with the requirements set forth in this Lease, and should this change not be approved in writing by Landlord, such change in use shall constitute a material breach of this Lease and subject to Section 5.1.6 (regarding a default in providing Educational Opportunities) and Section 15.2 (regarding notice and opportunity to cure such default), Landlord may exercise any

of its remedies under <u>Article 15</u>, including without limitation, its right to terminate this Lease pursuant to <u>Section 15.4.1</u>.

- **5.3 Waste; Nuisance**. Tenant shall not use the Premises or permit any other Person to use the Premises, or any part thereof, in a manner which constitutes a waste or nuisance, as determined by Landlord in its reasonable discretion. Tenant further agrees at all times during the Term, at its sole cost and expense, to do all things necessary to maintain the Premises in good, clean and sanitary condition and repair.
- 5.4 Environmental Requirements. Tenant shall not use, nor permit the use by any other Person of any Hazardous Substance in the construction, use, operation or renovation of the Improvements in violation of the Environmental Requirements, including, without limitation, any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance from, on or otherwise relating to the Premises that violates the Environmental Requirements. Tenant shall, at its own cost and expense, comply, and cause each of its Building Tenants, licensees and/or concessionaires to comply, with the Environmental Requirements including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations. Should Tenant use or permit the use by any other Person of any Hazardous Substance in quantities requiring reporting or notice to any applicable Governmental Authority or agency, Tenant shall provide any required notice to the appropriate Governmental Authority or agency and send a copy of such notice to Landlord promptly thereafter. Tenant shall establish and maintain a policy to assure and monitor continued compliance by Tenant and all others occupying space in the Improvements with all Environmental Requirements. Tenant shall not use nor shall Tenant permit any other person (including, without limitation, any Building Tenant) to use, the Premises, or any part thereof, for or in a manner which results in any release, emission, disposal, use or storage of any Hazardous Substance in violation of the Environmental Requirements.

5.5 Environmental Remediation and Indemnification.

5.5.1 **Environmental Indemnity**. As a material part of the consideration for this Lease, from and after the Effective Date, Tenant on behalf of itself and each and every Person claiming by, through or under Tenant, hereby agrees that Tenant shall, to the maximum extent permitted by law, indemnify, defend (with counsel reasonably acceptable to Landlord), and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims to the extent resulting or arising from the following: (a) the enforcement by the Navy, the City or any other applicable Governmental Authority of the Environmental Restrictions with respect to the Leased Land; (b) the enforcement by the City of the environmental indemnity set forth in Section 14.2 of the Development Agreement with respect to the Leased Land; or (c) the existence, release, threatened release, presence, storage, treatment, transportation and/or disposal of any Hazardous Substances on, in, under or from any portion or portions of the Leased Land, regardless whether any such condition is known or unknown now or upon the Effective Date and regardless whether any such condition pre-exists this Lease or is subsequently caused, created or occurring; provided, however, that Tenant shall not be responsible (and such indemnity shall not apply) to the extent of the gross negligence or willful misconduct of the Landlord Indemnified Parties or any breach of any of Landlord's representations, warranties, covenants or obligations set forth in this Lease relating to Hazardous Substances.

5.5.2 Release Notification and Remedial Actions. If, after the Effective Date, any release of a Hazardous Substance is discovered on the Leased Land, Tenant shall promptly provide written notice (or in the event of emergency, telephonic notice, followed by written notice) of any such release to Landlord, the City and the Navy. Unless Tenant can demonstrate that Tenant is not required to indemnify Landlord with respect to such release pursuant to Section 5.5.1 above, Tenant shall (a) remediate the release in compliance with and to the extent required by Hazardous Substances Laws and such Governmental Authority, or if such removal is prohibited by any Hazardous Substances Laws, take actions as may be reasonably required by any Hazardous Substances Law; (b) take such other reasonable action as is necessary to have the full use and benefit of the Leased Land as contemplated by this Lease; and (c) provide Landlord with reasonably satisfactory evidence of the actions taken as required in this Section. The foregoing shall be without prejudice to the Tenant's or Landlord's rights against any responsible party or against the Navy pursuant to Section 330 of the National Defense Authorization Act of 1993 as amended (Public Law 102-484) or Section 330 or Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9620(h)), and without compromising the applicability of any insurance coverage in regard to such release. Landlord and Tenant shall coordinate any action required under this Section 5.5.2 with any appropriate environmental insurance carriers so as not to compromise coverage for the costs of such actions. Nothing set forth herein shall require Tenant to perform any obligation of the Navy and nothing set forth herein shall be deemed to limit or impair (or take any action that might limit or impair) in any manner the rights and/or remedies that Tenant or Landlord may have against the Navy or any other rights and/or remedies of Tenant.

5.5.3 Intentionally Omitted.

- 5.6 Compliance with Project Requirements. Subject to Tenant's right to contest in accordance with Section 5.8.1, Tenant shall, at its sole cost and expense, at all times during the Term, comply with, and shall cause all persons using or occupying any part of the Premises to comply with, all Project Requirements from time to time applicable thereto, including, without limitation, all Laws relating or applicable to the Premises, or the use and ownership thereof. Without limiting the generality of the foregoing, Tenant shall comply with, and shall cause all persons using or occupying any part of the Premises to comply with, the BMP Agreement.
- 5.7 Evidence of Compliance with Governmental Requirements. Tenant shall deliver to Landlord, upon Landlord's request, and at Tenant's expense, copies of documents and such other evidence as is normally and customarily issued by Governmental Authorities with jurisdiction over the Premises to demonstrate proof of compliance with all Governmental Requirements pertaining to permits and authorizations relating to the Premises generally and to the Improvements specifically.

5.8 Right to Contest.

5.8.1 Tenant Conduct of Proceedings. At Tenant's sole cost and expense, Tenant, by appropriate legal proceedings brought in good faith and diligently prosecuted in its name, may contest the validity or applicability to the Premises, or any part thereof, of any Laws; provided however, that Tenant shall indemnify, defend (with counsel reasonably acceptable to

the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties, and protect the Premises from Tenant's failure to observe or comply with the contested Laws.

5.8.2 Landlord Conduct of Proceedings. Landlord reserves the right to contest the applicability to the Premises or validity of any Laws; provided, however, that if any such contest or proceeding is, with Tenant's prior written consent, maintained in the names of both Tenant and Landlord, Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant and protect the Premises from the failure to observe or comply with the contested Laws. Within five (5) days of receipt of notice of action or proceeding claiming the applicability of, or seeking to impose, any legal requirement on the Premises or the development of the Premises, Landlord shall give Tenant written notice of such claims.

5.9 Advertising and Signs.

- **5.9.1 Signage Approval**. Tenant shall not place or allow to be placed any sign on any portion of the Premises that does not conform to the approved signage and graphics program set forth in the Signage Criteria and to all Governmental Requirements.
- 5.9.2 **Location and Placement of Signs**. Tenant shall not place, construct or maintain, or allow to be placed, constructed or maintained, on the glass panes or supports of the windows of the Improvements, the doors, or the exterior walls or roofs thereof or any interior portions thereof that may be visible from the exterior of the Improvements, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item, except for such items which are permitted pursuant to the CC&Rs or which have otherwise been approved in writing by Landlord, which approval shall not be unreasonably withheld, delayed or Landlord, at Tenant's cost, may remove any item placed, constructed, or maintained that does not comply with the provisions of this Section 5.9.2. Tenant shall not place, construct or maintain, or allow to be placed, constructed or maintained, on the Premises any advertising media, including, without limitation, searchlights, flashing lights, loudspeakers, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the exterior of the Improvements. Any sign that Tenant has the right to place, construct and maintain shall comply with all applicable Laws, and Tenant shall obtain any approval required by such Laws.
- **5.9.3 Project Name**. Tenant shall not have or acquire any property right or interest in the name of Landlord or to "Advanced Technology & Education Park," "ATEP" or any related name or any permutation thereof which may imply any connection of Tenant or the Improvements with Landlord.

5.10 Parking. .

5.10.1 Shared Parking Agreement. Landlord and Tenant acknowledge that (i) the number of parking spaces contemplated to be developed as part of the Improvements as shown on the Tenant Plan is twenty-two (22) spaces below the number of parking spaces required pursuant to applicable Laws and the Development Agreement and (ii) in connection with its review of the form of the CEQA Document pursuant to Section 2.4.1(b) above, the City

has indicated that it will require that Tenant provide the number of parking spaces required pursuant to applicable Laws and the Development Agreement. Tenant, as part of its submission of the Draft Site Plan pursuant to Section 2.4.1 above, shall provide a parking study prepared by a traffic engineer acceptable to Landlord in its reasonable discretion to support the adequacy of the proposed number of parking spaces as shown on the Tenant Plan, and on that basis Tenant shall include in its application for approval of the Draft Site Plan a request for a parking variance. Upon the earlier to occur of (i) Tenant's delivery of written notice to Landlord that Tenant has elected not to proceed with attempting to obtain City approval of the parking variance, or (ii) the City disapproving of Tenant's request for a parking variance, then Landlord and Tenant shall enter into a shared parking agreement (the "Shared Parking Agreement") on terms and conditions that are mutually acceptable to the Parties in their reasonable discretion and acceptable to the City, which Shared Parking Agreement shall include the following provisions: (a) Landlord shall make twenty-two (22) parking spaces available to Tenant in a surface parking lot operated by Landlord and located within ATEP (the "Additional Parking Spaces"), which Additional Parking Spaces shall be in common with the parking spaces used by Landlord and its students, faculty and staff; (b) Tenant shall pay to Landlord as Additional Rent the following amounts (as adjusted to Constant Dollars) in order to obtain a parking pass for each of the Additional Parking Spaces, which amount shall be due regardless of whether Tenant actually uses the Additional Parking Spaces (collectively, the "Additional Parking Fees"): (i) Two Hundred Dollars (\$200) for each of the fall semester and the spring semester, and (ii) One Hundred Dollars (\$100) for the summer semester; and (c) Landlord shall have the right to relocate the surface parking lot in which the Additional Parking Spaces are located from time to time within ATEP in Landlord's sole discretion. The commencement date for the payment of the Additional Parking Fees under the Shared Parking Agreement shall be the date that the City requires Tenant have access to the Additional Parking Spaces in order to comply with applicable Governmental Requirements. Notwithstanding the foregoing, if the Shared Parking Agreement is executed and at any time thereafter the City reduces the number of parking spaces required for the Improvements, then (i) if the number of parking spaces required for the Improvements is reduced by less than twenty-two (22), then Tenant's right to use the Additional Parking Spaces shall be reduced by the number of Additional Parking Spaces which are no longer required for the Improvements, and Tenant's obligation to pay the Additional Parking Fees shall be automatically reduced on a pro rata basis based on the number of Additional Parking Spaces which are no longer required; or (ii) if the number of parking spaces required for the Improvements is reduced by twenty-two (22) or more, then the Shared Parking Agreement shall automatically terminate, and Tenant shall no longer be obligated to pay the Additional Parking Fees.

5.10.2 Premises Parking Lot. Not less than once per academic term commencing with the academic term during which the First TCO Date occurs, Landlord shall inform its students that are enrolled at ATEP (including, without limitation, those participating in the Educational Opportunities at the Premises to be provided pursuant to <u>Section 5.1.2</u> above) that parking in the parking lot on the Premises is prohibited, and that such students are required to park in the parking facilities designated for enrolled students at ATEP; provided however, that Tenant shall be solely responsible for enforcing such parking restriction at its sole expense.

ARTICLE 6

OPERATION AND MAINTENANCE

- **6.1 Standards of Operation**. Tenant shall continuously (except for reasonable interruption during repairs, maintenance or renovations, or due to Landlord Delay or events of Force Majeure) and diligently during the Term operate, or cause the Improvements to be operated, in a first class manner and as otherwise required by this Lease.
- **6.2 Maintenance**. At all times during the Term except in the event of a casualty or Taking, Tenant shall, at its sole cost and expense, keep and maintain all parts of the Premises in a condition of Comparable Improvements, subject to ordinary wear and tear. Such obligations include, without limitation, the obligation to maintain all Improvements in a clean, sanitary, neat, tidy, orderly and attractive condition. The foregoing obligations shall be excused in the event of a casualty covered by <u>Section 9.2</u> or a Taking covered by <u>Article 11</u> hereunder. Tenant is not required to obtain Landlord's prior approval to effect Building Tenant Improvements, emergency repairs or repairs and replacements which do not alter the external appearance of the Improvements in a manner materially inconsistent with the Project Requirements.
- Management and Operation of the Premises. Tenant shall be responsible for overall management and control of the Premises. Tenant shall perform its obligations under this Section 6.3, or cause them to be performed, in a manner which demonstrates managerial skill, knowledge, judgment and practice which is standard for the management of Comparable Improvements. Tenant acknowledges Landlord's concern that, because the Improvements are located in the Project, they must be operated, maintained and managed in first-class condition, and that Landlord, in agreeing to the terms of this Lease, is relying on the expertise, experience and reputation of Tenant, and its constituent members, partners, officers and directors, to cause the Improvements to be operated, maintained, and managed in said first-class condition. Tenant shall perform or cause to be performed, at its expense, property management services with respect to the Premises which are customarily provided for Comparable Improvements. If Tenant elects to hire a property manager for the Premises, such manager shall be experienced in the management and operation of projects similar to the Improvements. No such agreement with a manager to provide the services described in this Section 6.3 shall release Tenant from any obligation which Tenant has under this Lease. The property management services to be performed by Tenant or its property manager shall include, but are not limited to, the following:
- **6.3.1** use of diligent efforts to lease, manage, operate and maintain the Premises as a first-class property);
- **6.3.2** negotiation of all leases, renewals or expansion agreements for any portion of the Premises;
- **6.3.3** collection of rents and all other charges from Building Tenants and other income from Premises, handling of all inquiries or requests of Building Tenants and, when deemed necessary, dispossession of Building Tenants from the Premises;

- **6.3.4** supervision of Building Tenants moving in and out of Premises so that there is a minimum of disturbance to the operation of the Premises and/or the Project;
- **6.3.5** arrangement and supervision of the installation of Building Tenant Improvements;
- **6.3.6** compliance with all terms and conditions of and obligations of Tenant under any Building Tenant Lease or other agreement executed by Tenant which relates to any matters connected with the leasing, operation or management of the Premises;
- **6.3.7** supervision, hiring and discharge of all personnel employed at the Premises as employees of or under the exclusive control of Tenant, including use of reasonable care in the selection of such employees;
- **6.3.8** procurement and maintenance of adequate workers' compensation insurance covering all of the aforesaid employees; preparation, maintenance, and filing of all legally required statements and reports pertaining to labor employed in or about the Premises; and provision of all bookkeeping and clerical services with respect to all personnel employed at the Premises;
 - **6.3.9** maintenance of appropriate business relationships with outside brokers;
- **6.3.10** arrangement of contracts for electricity, gas, water, telephone, cleaning, window cleaning, vermin extermination, elevator, escalator and boiler maintenance, air conditioning maintenance, telecommunications, electronic security and any other services as are customarily provided in Comparable Improvements and as Tenant deems advisable, and arrangement for purchase of all materials and supplies necessary to maintain and operate the Premises:
- **6.3.11** arrangement for the provision of services and facilities of any maintenance engineering department that Tenant or its affiliates may have in connection with the operation of all mechanical installations; and
- **6.3.12** rendering of statements of income and expense on a monthly and yearly basis, and in connection therewith maintenance of customary billing, collection and reporting systems and provision of reports required by Tenant, this Lease and Governmental Authorities.
- **6.4 Specific Tenant Obligations**. Without limiting the provisions of <u>Section 6.3</u> above, Tenant shall:
- **6.4.1** assure that all Building Tenants comply with all applicable Construction Requirements;
- **6.4.2** operate, maintain, repair and otherwise manage the Premises in accordance with the standards set forth in <u>Section 6.1</u> above, or cause the same to be done, including, without limitation, perform such functions as the collecting of rents and providing of utility, cleaning, repair and maintenance services, as the landlord under the Building Tenant Leases;

- **6.4.3** assure that any contractor performing work on the Premises maintains insurance in accordance with prudent practice prevailing in the industry for Comparable Improvements, including, without limitation, workers' compensation insurance, employees' liability insurance and insurance against liability for injury to persons and property arising out of such contractor's operations, any subcontractors' operations and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations;
- **6.4.4** supervise, or cause to be supervised by its manager, all matters coming within terms of this <u>Article 6</u>, including, without limitation, direct observation, inspection and supervision of all repairs, decorations, alterations and Improvements during the progress thereof; and
- **6.4.5** obtain the necessary receipts, releases, waivers, discharges and assurances to keep the Premises free from Mechanics' Liens and other claims.
- **6.5 Requirements of Government Agencies**. At all times during the Term, Tenant, at Tenant's own cost and expense, shall make (subject to <u>Article 9</u> and all other applicable terms and provisions of this Lease) all alterations, additions or repairs to the Premises and every part thereof, required by any Governmental Requirements now or hereafter in effect.
- 6.6 Landlord Inspection Rights. A representative of Landlord shall have the right to enter the Premises, including the Improvements, during normal business hours for the purpose of inspecting the Premises for compliance with the requirements of this Lease, subject to Tenant's reasonable requirements as to security of the Premises and any Building Tenants. Landlord shall give Tenant at least three (3) Business Days' prior notice of any such inspection, and except in the case of an emergency, Tenant shall have the right to have its representative accompany Landlord during such inspection; provided however, that Tenant's failure to have its representative present at the designated time for such inspection shall be deemed to be a waiver of Tenant's right to have its representative accompany Landlord on such inspection. If Landlord determines that the use and operation of the Premises does not comply with the requirements of this Lease, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular manner in which the use and operation of the Premises is not in compliance with this Lease. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to such non-compliance.
- **6.7 Meetings to Discuss Maintenance of Improvements**. At least annually, a senior member of the facilities management personnel of both Parties shall meet to discuss the long term maintenance plan developed by Tenant for the Improvements, and Tenant will consider in good faith the suggestions of Landlord with respect to the ongoing maintenance of the Improvements.

ARTICLE 7

TAXES, GOVERNMENT IMPOSITIONS AND CC&R OBLIGATIONS

7.1 Taxes, Government Impositions and CC&R Obligations. Commencing on the first day of the Planning and Construction Period and continuing for the balance of the Term,

Tenant shall pay all Taxes, Government Impositions and CC&R Obligations prior to the delinquency date thereof; provided that, for purposes of this Article 7, all references herein to "CC&R Obligations" shall exclude any portion thereof which Landlord has agreed to pay pursuant to Section 4.8.2 above. Landlord specifically calls to Tenant's attention the fact that, pursuant to Section 107.6 of the California Revenue and Taxation Code, this Lease may create a possessory interest subject to property taxation, and Tenant may be subject to a possessory interest tax levied on such interest. If the option is given to Tenant to pay any Taxes, Government Impositions, CC&R Obligations or other impositions which Tenant is herein obligated to pay either in one lump sum or in installments, Tenant may elect either mode of payment.

- 7.2 Landlord Indemnified and Held Harmless. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless from the payment of all Taxes, Government Impositions and CC&R Obligations. Subject to the provisions of Section 7.3, Tenant shall prevent any Taxes, Government Impositions or CC&R Obligations from becoming a Lien for delinquent payment upon the Premises or any part thereof. Landlord shall in no way be obligated to pay such delinquent Taxes, Government Impositions, or CC&R Obligations, but if Tenant fails to make any such payments, Tenant authorizes Landlord to make such payment, and, if Landlord makes such payment, it shall become due and payable to Landlord by Tenant as Additional Rent pursuant to Section 4.9 and shall bear interest at the rate provided for in Section 4.10.
- 7.3 Tenant's Right to Contest. Tenant shall have the right, at its own expense, to contest the amount or validity of any Taxes by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any such Taxes so contested or the sale of the Premises or any part thereof to satisfy the same. As a condition precedent to Tenant's contesting any Taxes, Tenant shall (a) comply with all Laws respecting such contest, (b) give Landlord prior written notice of Tenant's intent to so contest said amount or validity and (c) in order to protect Landlord from any sale or foreclosure against the Premises or any part thereof, provide a good and sufficient surety bond or other security deemed appropriate by Landlord in the amount of such Taxes plus estimated penalties which may be imposed. Tenant shall bear any and all costs, liability or damage, including attorneys' fees and costs arising out of such contest. Nothing in this Section relieves, modifies or extends Tenant's covenant to pay any such Taxes at the time and in the manner provided in this Article 7.
- 7.4 Landlord's Cooperation in Tenant's Contest. Provided Landlord incurs no cost or liability in doing so, Landlord shall cooperate with Tenant in any proceedings brought by Tenant to contest the validity or the amount of any Taxes or to recover any Taxes paid by Tenant. If the provisions of any Law at the time in effect shall require that such proceedings be brought in the name of Landlord, then provided Landlord incurs no cost or liability in doing so, Landlord shall join any such proceedings or permit the same to be brought in its name. If any such proceedings shall be brought by Tenant, whether or not joined by Landlord or brought in Landlord's name, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises against any and all Claims that may be imposed upon the Landlord Indemnified Parties or the Premises in connection therewith.

- **7.5 Excluded Taxes**. Tenant's obligation to pay Taxes levied and assessed against the Premises or any part thereof shall exclude business, income or profits taxes levied or assessed solely against Landlord by any Governmental Authorities, unless such tax or assessment is levied in lieu of Taxes or Government Impositions which would have been otherwise payable by Tenant under this Lease.
- **7.6 Prorations**. Taxes shall be prorated at the beginning and end of the Term to reflect periods during tax fiscal years at the commencement and expiration (or sooner termination) of this Lease for which said taxes are paid during which this Lease is not in effect.
- 7.7 **Personal Property Taxes**. Tenant shall pay, or cause to be paid, before delinquency, all taxes levied against, or on account of, all fixtures, equipment and personal property located in or upon the Premises.
- **7.8 Separate Assessment**. Landlord and Tenant shall cooperate to the extent necessary to obtain a separate assessment and tax bill for the Premises.
- 7.9 Replacement Taxes. If at any time during the Term the basis of real property taxation prevailing at the commencement of such Term shall be altered so that in addition to, or in lieu of, or as a substitute for, the whole or any part of the real property taxes now levied, assessed or imposed there shall be levied, assessed or imposed upon or against Landlord a tax on rents, a license fee measured by rents, a so-called "value added tax", or any other tax in lieu of or fee resulting from a revision of the present real property tax laws, then and in any such event the same shall be included and deemed within the meaning and purview of this Article 7 and Tenant shall be responsible for that portion of any such tax or fee equal to the amount that would have been levied, assessed or imposed on Landlord assuming the Premises constituted all of Landlord's real property.

ARTICLE 8

UTILITIES

- **8.1** Construction of Utilities. Tenant shall construct or shall arrange for the construction of such utilities as are necessary to serve the Improvements in accordance with Section 3.7 above. Tenant acknowledges and agrees that all utilities and related equipment to service such utilities to be located on the Leased Land (other than items that are not customarily placed below grade in Comparable Improvements and temporary items used during construction) shall be placed below the grade of the surface of the ground. Prior to approval of the applicable Improvement Plans, Landlord may require increases in the capacity or size of all or any part of the utility systems proposed by Tenant in order to accommodate existing or future demand in the general location of the Improvements. In such event, Landlord shall pay the incremental cost of such increase, but only such incremental cost, occasioned by Landlord's increasing the capacity or size of a utility system.
- **8.2** Cost of Utilities. All costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements, including, without limitation, related professional, engineering and consultant fees, service charges, meters, and the costs of

connections, including, without limitation, any hook-up fees or increased capacity charges assessed by any utility company, water district and/or Governmental Authority, shall be paid by Tenant.

8.3 Utility Easements. Landlord shall have the right to grant to others in the future non-exclusive, reasonable and customary utility easements over, under, through, across or on the Leased Land provided that such easements do not interfere in any material respect (except as set forth below) with Tenant's development of, use of or access to the Premises. Any interference arising as a result of construction of improvements related to such utility systems and facilities shall be temporary, and all work on the Leased Land and/or such easement areas shall proceed expeditiously. Tenant shall be given reasonable notice before commencement of any work on the Leased Land and/or such easement areas. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Premises and/or such easement areas, or any portion thereof, including but not limited to, pavement, curbs and sidewalks, Landlord shall promptly repair the same, or cause the same to be promptly repaired, at no cost or expense to Tenant.

ARTICLE 9

ALTERATION, DAMAGE OR DESTRUCTION

9.1 Alteration of Improvements.

- **9.1.1 Permitted Alterations**. Tenant shall make no alterations and additions to the Improvements ("Alterations") other than as approved by Landlord as provided in this Section 9.1. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, make any Alteration that is not a Major Work provided that such Alteration is consistent with the Construction Requirements.
- **9.1.2 Requirements**. Tenant shall comply with the requirements of Section 3.2 above as to all Alterations that constitute a Major Work. Tenant shall comply with the requirements of Sections 3.2.8 through 3.2.15 inclusive above and Sections 3.4, 3.5 and 3.7 above as to all Alterations.

9.2 Damage or Destruction of Improvements.

9.2.1 Reconstruction After Casualty. If, during the Term, the Improvements are wholly or partially damaged or destroyed (whether or not such casualty is covered by insurance, or required to be covered by insurance under the terms of this Lease), Tenant shall promptly give written notice of such damage or destruction to Landlord. Except as provided in Section 9.2.3, such damage or destruction shall not terminate this Lease, and Tenant shall promptly repair and restore the Improvements to substantially the same floor area, size, type, quality and nature as existed immediately prior to such damage or destruction unless Landlord gives its prior written approval to any Alterations pursuant to Section 9.1 above. Tenant shall keep those portions of the Improvements that have been destroyed or damaged fenced off and screened from public view using fencing and screening materials acceptable to Landlord in its reasonable discretion, until such portions of the Improvements have been repaired

by Tenant pursuant to this <u>Section 9.2</u>. The obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether Tenant or any Building Tenant is able to conduct business from the Premises.

9.2.2 Disbursement of Insurance Proceeds. All property insurance proceeds recovered on account of damage or destruction of the Improvements ("Proceeds") shall be applied to the payment of the cost of repairing and replacing the Improvements; provided however, if this Lease is terminated pursuant to Section 9.2.3 below, the Proceeds shall be disbursed in accordance with Section 9.2.3. Except for reconstruction that is estimated (pursuant to a written estimate obtained by Tenant and acceptable to Landlord in its reasonable discretion (the "Reconstruction Estimate")) to cost less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), all Proceeds shall be deposited with a depository reasonably acceptable to Landlord, Tenant and if applicable, the Leasehold Mortgagee (the "Depository"). If the Proceeds are insufficient to cover the anticipated cost of reconstruction as set forth in the Reconstruction Estimate, Tenant shall deposit with the Depository before the commencement of reconstruction funds in the amount of such deficiency ("Tenant's Funds"). The Depository shall disburse the Proceeds and Tenant's Funds during the course of reconstruction in accordance with customary construction disbursement standards, including a ten percent (10%) retention. If, after the reconstruction has been completed in accordance with the terms of this Lease, there are remaining funds held by the Depository, then such funds (after deducting the fees and expenses of the Depository) shall be delivered to Tenant, or if a Leasehold Mortgage exists, then to the Leasehold Mortgagee. If there are not sufficient funds remaining to pay for the Depository's fees and expenses, Tenant shall be responsible for the payment of the same. The provisions of this Section 9.2.2 shall be subject to the provisions of a Trust Deed pursuant to Section 14.2 below.

9.2.3 Damage or Destruction in Last Five Years of the Term.

(a) During the last five (5) years of the Term, Tenant may elect to terminate this Lease and not repair or restore the Improvements as otherwise required by Section 9.2.1 if such damage or destruction is more than eighty percent (80%) of the replacement value of the Improvements on the date immediately preceding such damage or destruction. Tenant shall have the right to make such an election to not repair the Improvements by providing written notice to Landlord of its intention to terminate this Lease within forty-five (45) days following such damage or destruction. If Tenant makes such an election within the time required, this Lease shall automatically terminate upon the full performance by Tenant, at its sole cost and expense, of the demolition and removal of the remaining portions of the Improvements so damaged or destroyed and removal of all debris from the Premises; provided however, that any available Proceeds shall be applied to the cost of demolition and removal. In such event, Tenant shall continue to pay all Rent due hereunder and, in all respects, keep, observe and perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination.

(b) In the event that Tenant elects to terminate this Lease pursuant to Section 9.2.3(a) above and fails to complete such demolition and removal within one hundred eighty (180) days following the date of the damage or destruction, Landlord shall have the right (but not the obligation) to enter the Leased Land to complete such demolition and removal itself,

in which event Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual demolition and removal costs ("Landlord's Demolition Costs"). Tenant shall pay the Landlord's Demolition Costs as Additional Rent within thirty (30) days after the date that Landlord delivers to Tenant copies of paid invoices evidencing Landlord's Demolition Costs or other backup documentation reasonably acceptable to Tenant. In the event that Landlord completes the demolition and removal itself, Landlord shall not be required to recover any salvageable items for the benefit of Tenant.

- (c) In the event that this Lease is terminated pursuant to this <u>Section 9.2.3</u>, the Proceeds recovered on account of such damage or destruction (after deducting the costs of demolition and removal) shall be distributed first to satisfy the indebtedness secured by any Leasehold Mortgage, and any remaining proceeds shall be distributed to Landlord.
- **9.2.4 Inapplicability of Civil Code Sections**. Except as set forth in Section 9.2.3 above, the provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, shall be inapplicable with respect to the destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed by the parties to the contrary.
- **9.3 Work of Improvement**. All construction and other work of making any Alterations or repairing any damage or destruction to the Improvements shall be undertaken in a lien- free and good and workmanlike manner, in conformity (in all material respects) to the Construction Requirements, including without limitation the requirements of <u>Article 3</u>; provided, however, for this purpose all references to the "Improvements" in <u>Article 3</u> shall be read to mean the applicable Improvements, and the dates for commencing and completing the applicable work shall be as set forth in the Improvement Plans for the applicable Improvements.

ARTICLE 10

INSURANCE

- **10.1 Insurance**. Tenant shall, at its sole cost and expense, maintain the following types of insurance during the Term of this Lease under conditions, in not less than the amounts, and in the forms specified below:
- 10.1.1 Commercial General Liability Insurance. Tenant shall maintain a policy of commercial general liability insurance (a "CGL Policy") (occurrence form) having a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate, including coverage for premises and operations; products/completed operations; personal and advertising injury; and broad form property damage, and with an "Additional Insured-Managers or Lessors of Premises" endorsement and a cross-liability endorsement. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

- 10.1.2 Workers' Compensation and Employer's Liability Insurance. Tenant shall maintain a policy of Workers' Compensation insurance as required by the State of California, as well as Employer's Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) for disease-each employee, and One Million Dollars (\$1,000,000) for disease-policy limit (collectively, "Workers' Comp/ELI Policies").
- **10.1.3 Automobile Liability Insurance**. Tenant shall maintain a policy of Business Automobile Liability insurance (an "Auto Liability Policy"), including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each accident.
- 10.1.4 Tenant's Improvements. Tenant shall maintain property insurance covering the Improvements (the "Property Insurance Policy"), in an amount not less than one hundred percent (100%) of the full replacement cost, providing protection against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft, and coverage for rental loss under any in amounts and for periods of time as may be reasonably determined by Tenant. Such insurance policy shall indemnify the policyholder for losses on a "replacement cost valuation" basis, and shall provide for reappraisal of the replacement cost not less than each two (2) years during the Term. During construction of the Improvements, Tenant shall also maintain builder's risk insurance as set forth in Section 3.2.12 above.
- 10.1.5 Tenant's Personal Property. Physical damage insurance covering all furniture, business and trade fixtures, office equipment and other personal property of Tenant on the Premises (the "Personal Property Insurance"). Such Personal Property Insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance requirements of Tenant's other insurance policies, and shall include coverage for damage or other loss covered by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion.
- 10.1.6 Equipment Breakdown Insurance. Machinery insurance on all air conditioning and boiler equipment and systems serving the Premises (the "Equipment Breakdown Insurance"). If such equipment and systems and the damage they may cause are not covered by Tenant's Property Insurance Policy, then the Equipment Breakdown Insurance shall be in an amount not less than the full replacement cost of such equipment and systems.
- 10.1.7 Tenant's Business Interruption and Rental Loss Insurance. "All risks" coverage of Tenant's business operations at the Premises, covering at least one year's business operations due to peril, and coverage for rental loss under Building Leases for at least one year of rental income.
- 10.1.8 Tenant's Privacy and Data Breach (Cyber) Liability Insurance. Insurance coverage of Tenant's business operations at the Premises, covering any privacy and/or data breaches, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and

Five Million Dollars (\$5,000,000) general aggregate. Policy must provide coverage for losses including, but not limited to privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security, and damage to Landlord's wireless access points and/or connections. The Policy must also provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses.

10.1.9 Intentionally Omitted.

The limits of liability of the insurance coverages specified in this <u>Section 10.1</u> may be provided by any combination of primary and excess liability insurance policies. The minimum policy limits specified in this <u>Section 10.1</u> shall be subject to increase from time to time at the reasonable direction of Landlord; provided, however, that such increases shall not exceed the amount of coverage generally carried in connection with projects and business operations of a similar nature in the Central Orange County Area. Tenant shall inform Landlord of any deductibles or self-insured retentions, which shall not exceed commercially reasonable levels.

- **10.2 Tenant Not Relieved**. It is expressly understood that the coverage required herein shall not in any way limit the liability of Tenant hereunder.
- 10.3 Additional Insureds. Coverages referred to in this Article 10 shall name Landlord, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees, invitees and volunteers as additional insureds and shall not exclude such additional insureds from coverage with respect to the negligent acts or omissions of Tenant, its officers, agents, employees, or any person or persons under its direction and control. Tenant shall provide an Additional Insured endorsement for each insurance policy required pursuant to this Article 10. Tenant shall provide not less than thirty (30) days' advance written notice to Landlord of any proposed modification, change or cancellation of any of the above insurance coverages.
- **10.4 Basis of Insurance**. The insurance required to be carried by this <u>Article 10</u> is to be written on an "occurrence" form.
- **10.5 Proceeds.** The proceeds from any insurance covering damage to property shall be paid and applied as set forth in Article 9 above.
- this Article 10 shall contain either (a) a waiver by the insurer of the right of subrogation against either Party hereto for negligence of such party, or (b) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss described in the insurance policy. Tenant hereby waives any and all rights of recovery against Landlord, its appointed and elected officials, and its employees, faculty and students, for loss or damage to Tenant or its property or the property of others arising from any cause insured against under the policies required to be carried by this Article 10. In consideration of Tenant's property insurer's waiver of all rights of subrogation against Landlord and against Landlord's agents and representatives, Landlord agrees likewise to waive, or arrange for its property insurers to waive, any right of subrogation against Tenant by reason of loss of or

damage to real or personal property of either Landlord or Tenant. Tenant shall provide Landlord with a waiver of subrogation endorsement for each policy required pursuant to this <u>Article 10</u>.

- and comply with the requirements of all policies of insurance in force with respect to the Premises, or any party thereof, and Tenant shall so perform and satisfy the requirements of the companies writing such policies so that, at all times, companies of good standing reasonably satisfactory to Landlord shall be willing to write or to continue such insurance. Insurance shall be placed with insurers authorized to do business in California by the State's insurance department and which have a current A.M. Best rating of no less than A: VI, unless otherwise acceptable to Landlord. In the event that A.M. Best ratings are no longer published, then Landlord shall select in its reasonable discretion another comparable insurance rating service of recognized authority. Tenant shall, in the event of any violation or attempted violation, of the provisions of this Section 10.7 by any Building Tenant, licensee or other user of any portion of the Premises take steps immediately upon knowledge of such violation of attempted violation to remedy or prevent the same.
- **10.8 Non-Contributing**. All insurance required to be carried by this <u>Article 10</u> shall provide that such policy is primary and is non-contributing with any insurance carried by any of the named or additional insureds under said policies. Tenant shall provide Landlord with a Primary and Non-Contributory endorsement for each policy required pursuant to this <u>Article 10</u>.
- 10.9 No Termination. In no event will any insurance required pursuant to this Article 10 be terminated or otherwise allowed to lapse prior to termination of this Lease, or such longer period as may be specified herein. Should any policy of insurance required pursuant to this Article 10 expire or be cancelled and Tenant fails to immediately procure replacement insurance as required by this Article 10, Landlord shall have the right, but not the obligation, to procure such insurance and to receive reimbursement from Tenant for the full cost thereof. If Landlord is damaged by the failure to provide or maintain the insurance required pursuant to this Article 10, Tenant shall pay to Landlord all such damages. The foregoing remedies of Landlord are in addition to (and not in derogation of) Landlord's right to declare an Event of Default with respect to Tenant's failure to provide or maintain any insurance policy required pursuant to this Article 10.
- **10.10 Form of Insurance**. Tenant may provide the insurance required by this Article 10 in whole or in part through a policy or policies covering other liabilities and properties of Tenant, provided that any such policy or policies shall allocate to the Premises the full amount of insurance required hereunder.
- **10.11 Evidence of Insurance**. Tenant shall provide Landlord with certificates or other evidence of insurance and the required endorsements satisfactory to Landlord evidencing the insurance required to be carried by this <u>Article 10</u>. A renewal certificate for each insurance policy shall be provided not later than thirty (30) days prior to the expiration date of such policy during the Term.
- **10.12 Settlement of Claims**. Provided Tenant is not in default under this Lease, nor has there occurred any event which, with the giving of notice or the passage of time or both, could

result in Tenant being in default under this Lease, if any portion of the Improvements shall be damaged or destroyed by an insured peril or otherwise, Tenant shall have the right to settle, adjust or compromise any claim.

ARTICLE 11

CONDEMNATION

- 11.1 Lease Governs. In the event of any Taking during the Term, the rights and obligations of the Parties with respect to such appropriation and any Award in connection therewith shall be as provided in this Article 11. The Parties hereby waive the provisions of California Code of Civil Procedure Section 1265.110 et seq. (or any successor statute) concerning the right to terminate this Lease or the right to any suspension, diminution, abatement or reduction of rent upon a Taking.
- 11.2 Taking Defined. "Taking" shall mean any acquisition of or damage to all or any portion of the Premises, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Premises, or any part thereof, by any Governmental Authority, or any other agency empowered by law to take property in the State of California under the power of eminent domain.

11.3 Total Taking and Partial Taking Defined.

or

11.3.1 A "**Total Taking**" shall mean:

- (a) a Taking of all of the Premises other than for temporary purposes;
- (b) a Taking of so much of the Premises as to render, in Tenant's reasonable judgment, the balance of the Premises unsuitable for the operation of the type of development contemplated by the Project Requirements.
- **11.3.2** A **"Partial Taking"** shall mean a Taking which does not constitute a Total Taking as defined in Section 11.3.1.
- 11.4 Notice of Taking. Tenant shall provide written notice to Landlord within sixty (60) days after receiving notice of a Taking whether or not such Taking is a Total Taking. If Tenant fails to notify Landlord within such sixty (60) day period, such Taking shall be deemed to be a Partial Taking.
- 11.5 Termination of Lease. In the event of a Total Taking, this Lease shall terminate effective on the date of surrender of possession of the Premises to the condemning authority. Tenant shall continue to pay all Rent due hereunder and, in all respects, keep, observe and perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination.

- 11.6 Partial Taking; Rental Abatement. In the event of a Partial Taking, this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken, and a fair and equitable proportion of Annual Base Rent shall be abated according to the nature and extent of the Partial Taking, and the duration and extent of the interruption of Tenant's operations due to such taking and restoration of the Improvements. Any dispute between Landlord and Tenant concerning the proportion of rent to be abated under this Section 11.6 shall be resolved by a Judicial Reference Proceeding in accordance with Article 18.
- 11.7 Partial Taking; Restoration. In the event of a Partial Taking, Tenant shall, at its sole cost and expense, whether or not the condemnation award on account of such Partial Taking shall be sufficient for the purpose, promptly commence and proceed with due diligence (subject to Force Majeure) to effect restoration of the Improvements on the remaining portion of the Premises as nearly as possible to their value, condition and character immediately prior to such Taking, in accordance with the provisions of Article 9, which shall apply to such restoration.
- 11.8 Distribution of Award. All awards and damages received on account of any Total Taking or Partial Taking (including all amounts in respect to both the Leased Land, the Improvements constructed thereon, and personal property located thereon), including interest received, if any, whether such awards or damages are paid in respect to the Taking of the fee or leasehold interest in the Premises (hereinafter collectively referred to as the "Award"), shall be paid promptly by the person(s) receiving the same to an escrow agent mutually acceptable to Landlord, Tenant and if applicable, the Leasehold Mortgagee (the "Escrow Agent"), to be released as hereinafter provided upon appropriate instruction from the Parties hereto. The provisions of this Section 11.8 and Sections 11.9 through 11.11 below shall be subject to the provisions of a Trust Deed pursuant to Section 14.2 below.
- 11.9 Allocation of Award; Partial Taking. Any Award in a Partial Taking shall be distributed by the Escrow Agent in the following order of priority:
- 11.9.1 first, to Landlord and Tenant as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;
- 11.9.2 second, to Tenant, as reimbursement for the cost and expense of restoration of the Improvements on the remaining portion of the Premises, as such costs and expenses are incurred by Tenant; and
 - **11.9.3** third, all remaining compensation shall be apportioned to Landlord.
- 11.10 Allocation of Award; Temporary Taking. In the event of a Taking for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of any Rent payable hereunder, and Tenant shall be entitled to claim, recover and retain any Award made on account of such temporary Taking remaining after reimbursing the reasonable costs and expenses of Landlord and Tenant incurred in collecting such Award; provided, however, that if the period of such temporary Taking extends beyond the Term, such

Award shall be apportioned between Landlord and Tenant as of the date of expiration of the Term.

- **11.11 Allocation of Award; Total Taking**. Any Award in a Total Taking shall be distributed by the Escrow Agent in the following order of priority:
- 11.11.1 first, to Landlord, Tenant and any Leasehold Mortgagees, as herein provided, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;
- 11.11.2 second, to any Leasehold Mortgagees, in the order of their respective priorities, such sum as is necessary to satisfy and discharge the liens thereof; and
- 11.11.3 third, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Total Taking, and (b) Tenant shall receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Total Taking.
- 11.12 Conduct of Proceedings. Subject to the rights of any Leasehold Mortgagees to participate therein, Tenant and Landlord shall jointly commence, appear in and prosecute any action or proceeding involving a Taking of the Premises, or any part thereof or interest therein, by condemnation or under the power of eminent domain, or otherwise and shall jointly make any compromise or settlement in connection therewith. If the Parties disagree concerning such action or proceeding and there shall exist an Event of Default, Landlord shall be entitled at its option to commence, appear in and prosecute on its own and in its own name any such action or proceeding, and Landlord shall also be entitled to make on its own any compromise or settlement in connection therewith, subject to the rights of any Leasehold Mortgagees to participate therein.
- **11.13 Notice.** Upon either Party receiving notice of or becoming aware of any condemnation proceedings, or threats thereof, such Party shall promptly give written notice to the other Party in the manner specified in <u>Section 22.1</u>.

ARTICLE 12

ASSIGNMENT AND SUBLETTING

12.1 Assignment. In no event shall Tenant be permitted to Assign less than all of Tenant's Interest. Tenant may, as provided in Article 14 below with respect to the financing of the construction of the Improvements, and any refinancing thereof, assign all of Tenant's Interest to a Leasehold Mortgagee as security for financing of the construction of any of the Improvements, or any refinancing thereof, without the prior written consent of Landlord. In addition, the consent of Landlord shall not be required for the Assignment of Tenant's Interest to a Permitted Assignee; provided that (a) within ten (10) Business Days of such Assignment to a Permitted Assignee, Tenant shall provide Landlord with written notice of the identity and address of such Permitted Assignee and evidence with reasonable specificity establishing the status of such assignee as a Permitted Assignee; and (b) no such assignment to a Permitted

Assignee shall be effective until the City has approved the identity of the Permitted Assignee if required pursuant to Section 12.2.1.2 of the Development Agreement, as implemented by Section 3 of the Implementation Agreement ("City Assignee Approval"). No other purported Assignment of Tenant's Interest or any portion thereof, whether voluntarily, involuntarily or by operation of law shall be permitted nor shall the same be valid unless such assignment complies with the following:

- **12.1.1** From the Effective Date until the earlier to occur of (a) the Stabilization Date or (b) the two (2) year anniversary of the Construction Completion Date, Tenant may not (except as provided above in this <u>Section 12.1</u>) Assign Tenant's Interest without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion.
- Upon the earlier to occur of (i) the Stabilization Date or (ii) the two (2) 12.1.2 year anniversary of the Construction Completion Date, Tenant may not (except as provided above in this Section 12.1) Assign Tenant's Interest without the prior written consent of Landlord, which consent shall not be unreasonably conditioned or withheld. Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed Assignment: (a) no Event of Default shall have occurred and remain uncured under this Lease; (b) Tenant shall have complied with all provisions of this Article 12; (c) the use of the Premises by the proposed assignee shall comply with the provisions of this Lease; (d) the proposed assignee shall have a positive business reputation; (e) the proposed assignee shall qualify under one of the following requirements: (I) the proposed assignee shall be the sole occupant of the Premises; (II) the proposed assignee shall be experienced in the ownership, management and operation of Comparable Improvements; or (III) the proposed assignee shall retain the services of a property management company that is experienced in the management and operation of Comparable Improvements to manage and operate the Premises; (f) the proposed assignee, together with its direct and/or indirect owners, shall have a net worth of not less than Five Million Dollars (\$5,000,000), as adjusted to Constant Dollars; (g) no complaints or claims (whether by regulators, entities or individuals) concerning fraud, dishonesty or poor business reputation shall have been publicly asserted against the proposed assignee or its key people, and no civil or administrative judgments involving fraud or dishonesty, or criminal convictions of any kind, shall have been entered against the proposed assignee or its key people; (h) neither the proposed assignee nor its Affiliates shall be a current or past litigant in any suit brought against or by Landlord; and (i) the proposed assignee shall be able to make the representation set forth in Section 22.16.4 below.
- **12.1.3** Any attempt to Assign Tenant's Interest without Landlord's consent, or without City Assignee Approval, if Landlord's consent or City Assignee Approval is required as set forth above, shall be voidable by Landlord and, at Landlord's election, shall constitute an Event of Default.
- **12.1.4** Tenant shall provide Landlord with sixty (60) Business Days' prior written notice of any proposed Assignment requiring Landlord's consent or City Assignee Approval as set forth above. Tenant shall accompany such notice with reasonable and adequate information and documentation regarding the proposed assignee's compliance with the

requirements set forth in <u>Section 12.1.2</u> above, including without limitation, (a) current financial statements, (b) the reputation and experience of the proposed assignee or its property manager in operating and maintaining Comparable Improvements (unless the proposed assignee is the sole occupant of the Premises), (c) such additional information as is required pursuant to Section 12.2.1.2(a)(i) of the Development Agreement and Section 3 of the Implementation Agreement and (d) such additional information as is reasonably requested by Landlord. If Landlord fails to respond to Tenant's request within such sixty (60) Business Day period, the proposed Assignment shall be deemed approved by Landlord.

- 12.1.5 In the event that Landlord consents or is deemed to have consented to the proposed Assignment, Landlord shall use commercially reasonable efforts to obtain City Assignee Approval as to the proposed assignee. It shall be a condition precedent to the effectiveness of any Assignment of Tenant's Interest that City Assignee Approval shall have been obtained.
- **12.1.6** Any Assignment of Tenant's Interest, other than to a Permitted Assignee of Tenant, shall be subject to Landlord's right of first offer as set forth in <u>Section 12.8</u> below.
- 12.1.7 Any Assignment permitted under this Lease shall be evidenced by an assignment and assumption agreement in such form as is reasonably acceptable to Landlord, pursuant to which the assignee shall assume and promise to perform all of the terms, covenants and conditions of this Lease which are obligations of Tenant. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable costs, including attorneys' fees, incurred in connection with each request by Tenant for consent to an Assignment of this Lease and obtaining City Assignee Approval in connection therewith.
- **12.1.8** In no event shall Tenant be permitted to Assign this Lease to a group of Persons that will hold Tenant's Interest as tenants in common. In addition, Tenant shall not Assign this Lease to a Prohibited Person, and any proposed Assignee shall make the representation and warranty set forth in <u>Section 22.16.4</u> below for the benefit of Landlord in the assignment and assumption agreement.
- **12.2 Subleasing to Non-Major Building Tenants.** Tenant shall have the right to enter into a Building Tenant Lease with a Non-Major Building Tenant without Landlord's prior written consent so long as Tenant complies with the General Subleasing Requirements set forth in Section 12.4 below; provided however, that no such Building Tenant Lease shall be effective until the City has approved the identity of the Non-Major Building Tenant if required pursuant to Section 12.2.1.2 of the Development Agreement and Section 3 of the Implementation Agreement. Notwithstanding the foregoing, any Building Tenant Lease with respect to which Landlord enters into a Building Tenant RNDA shall comply with Section 12.5 below.

12.3 Subleasing to Major Building Tenants.

12.3.1 Tenant shall have the right to enter into a Building Tenant Lease with a Major Building Tenant without Landlord's prior written consent so long as Tenant complies with the General Subleasing Requirements set forth in Section 12.4 below; provided however, that no

such Building Tenant Lease shall be effective until the City has approved the identity of the Major Building Tenant if required pursuant to Section 12.2.1.2 of the Development Agreement and Section 3 of the Implementation Agreement ("City Building Tenant Approval"). Notwithstanding the foregoing, any Building Tenant Lease with respect to which Landlord enters into a Building Tenant RNDA shall comply with Section 12.5 below.

12.3.2 Intentionally Omitted.

- 12.3.3 Any attempt to enter into a Building Tenant Lease with a Major Building Tenant without Landlord's consent during any period of time when such consent is required, or without City Building Tenant Approval, shall be voidable by Landlord and, at Landlord's election, shall constitute an Event of Default.
- 12.3.4 If Landlord's approval is required, Landlord shall approve or disapprove a Building Tenant Lease with a Major Building Tenant within thirty (30) Business Days of a written request to approve the same, provided that the written request contains at least the following information in such form, substance and specificity as reasonably requested by Landlord: (a) the name of the proposed Major Building Tenant, (b) financial information adequate to evaluate the creditworthiness of the proposed Major Building Tenant (including, without limitation, current financial statements, if any) or, alternatively, the level of financial security provided by the proposed Major Building Tenant, (c) the intended use of the Premises by such proposed Major Building Tenant, (d) such additional information as is required pursuant to Section 12.2.1.2(a)(i) of the Development Agreement, (e) the manner in which such proposed Major Building Tenant intends to further the mission of ATEP as set forth in Section 5.1 above and (f) a complete copy of the proposed Building Tenant Lease. It shall be reasonable grounds for Landlord to refuse to approve a Building Tenant Lease with a Major Building Tenant if City has indicated that it will not provide City Building Tenant Approval as to the proposed Major Building Tenant. If Landlord fails to respond to Tenant's request within such thirty (30) Business Day period, the Building Lease with the Major Building Tenant shall be deemed approved by Landlord.
- 12.3.5 In the event that Landlord's consent is not required for, or in the event that Landlord consents or is deemed to have consented to, the proposed Building Lease with the Major Building Tenant, Landlord shall use commercially reasonable efforts to obtain City Building Tenant Approval as to the proposed Major Building Tenant. It shall be a condition precedent to the effectiveness of any Building Lease with a Major Building Tenant that City Building Tenant Approval shall have been obtained.
- 12.3.6 Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable out-of-pocket costs, including attorneys' fees, incurred in connection with each request by Tenant for approval of a Building Lease with a Major Building Tenant and obtaining City Building Tenant Approval in connection therewith.
- **12.3.7** Landlord's prior written consent shall be required for all Major Building Tenant Transfers to the extent such consent is required pursuant to <u>Section 12.3.1</u>.

- **12.4 General Subleasing Requirements.** Tenant's right to sublease space in the Improvements to any Building Tenant shall be subject to the requirements set forth in this Section 12.4 (the "General Subleasing Requirements"):
- **12.4.1** Tenant shall comply with <u>Section 4.6</u> with respect to all Building Tenants. In addition, Tenant shall not enter into a Building Tenant Lease with a Prohibited Person, nor shall Tenant permit the assignment of a Building Tenant Lease or the subletting of space affected by such Building Tenant Lease to a Prohibited Person.
- 12.4.2 Each Building Tenant Lease shall be based on the then current form of tenant lease being used by Tenant in the ordinary course of business (the "Tenant Lease Form") and shall contain the following provisions (except as set forth below):
- (a) A provision stating that the Building Tenant Lease is subject and subordinate to this Lease;
- (b) A provision stating that in no event shall the term of the Building Tenant Lease extend beyond the end of the Term of this Lease;
- (c) subject to the Building Tenant's receipt of a Building Tenant RNDA, a provision requiring that, in the event of Tenant's default under this Lease, Building Tenant, upon receipt of notice from Landlord given within thirty (30) days after Landlord's exercise of its rights under Section 15.4.1 or 15.4.2, shall attorn to Landlord or, in the event of any proceeding to foreclose any Trust Deed or any deed in lieu of foreclosure, to the Leasehold Mortgagee (or such Person as designated by the Leasehold Mortgagee) upon receipt of notice from the Leasehold Mortgagee (or such person designated by the Leasehold Mortgagee) given within thirty (30) days after the consummation of such foreclosure or deed in lieu of foreclosure;
- (d) a provision limiting the Building Tenant's use of the subleased space to a use which is (i) permitted under this Lease and (ii) consistent with the mission of ATEP as set forth in Section 5.1 above;
- (e) a provision requiring Building Tenant to comply with (i) all applicable requirements of this Lease for the use and operation of the Improvements; (ii) the CC&Rs; and (iii) all applicable Construction Requirements and Environmental Restrictions;
- (f) a provision providing that the Building Tenant acknowledges that the Landlord Indemnified Parties shall not be liable for any claims for damages whatsoever resulting from any delay in the delivery of possession of the leased building space in the Improvements;
- (g) a provision adding the Landlord Indemnified Parties as named parties to be indemnified and held harmless in every instance in the Building Tenant Lease where Tenant is indemnified and held harmless;
 - (h) the representation and warranty set forth in <u>Section 22.16.4</u> below;

- (i) for Major Building Tenants only, an addendum either listing all changes from the Tenant Lease Form or containing a redline against the Tenant Lease Form;
- (j) the provisions required pursuant to Sections 17.1 and $\underline{17.2}$ below; and
- (k) an acknowledgment of the Building Tenant that Landlord is a third party beneficiary with rights of enforcement of the provisions described in Sections 12.4.2(a) through (j) inclusive.
- **12.4.3** Tenant shall provide Landlord with a fully executed copy of each Building Lease within five (5) Business Days after the full execution thereof.
- 12.4.4 As provided in <u>Section 12.4.2(k)</u> above, it is expressly intended that Landlord shall be a third party beneficiary, with rights of enforcement, of the provisions included in each Building Tenant Lease pursuant to <u>Section 12.4.2</u>. Landlord shall provide Tenant with thirty (30) days' prior written notice (provided that such time period shall be shorter as necessary to protect Landlord's interest in an emergency) of its intent to enforce any right against a Building Tenant and only take action against such Building Tenant if Tenant fails to commence enforcement within such 30 day notice period, and thereafter diligently and continuously proceed with such enforcement.
- 12.5 Requests for Building Tenant RNDA's. If any Building Tenant enters into or intends to enter into a Building Tenant Lease permitted as provided herein and such Building Tenant requests that Landlord enter into a Building Tenant RNDA, Landlord shall execute a Building Tenant RNDA (and, provided that Tenant pays Landlord's reasonable out-of-pocket attorney's and administrative fees, agree to negotiate commercially reasonable modifications thereto) within thirty (30) Business Days of written request from Tenant (which request shall contain the lease terms of such Building Tenant Lease), provided that the terms and provisions of this Section 12.5 are satisfied as to such request.
- **12.5.1** As to a Major Building Tenant that requests a Building Tenant RNDA, Landlord has approved such Major Building Tenant and Landlord has obtained City Building Tenant Approval pursuant to Section 12.3.
- 12.5.2 As to all Building Tenants that request a Building Tenant RNDA, Landlord (a) satisfies itself that the Building Tenant Lease conforms to the requirements set forth in Section 12.4, (b) further satisfies itself that the Building Tenant Lease is on market terms and (c) approves the creditworthiness of the Building Tenant or, alternatively, approves the level of financial security provided by such Building Tenant.
- 12.5.3 For the purposes of this Lease, "market terms" shall mean that the following lease provisions, without limitation, are similar to those found in comparable leases in the Central Orange County Area: rental rates (including any Extension Period rates), free rent and other rent concessions, tenant improvement allowances paid by Tenant as landlord of the Building Tenant Lease, options to extend, and expansion rights upon the Premises (including rights of first offer and rights of first refusal for available space), reimbursement of common area charges, real estate taxes, maintenance of insurance, and reimbursement of insurance charges.

- **12.6** Requests for Development Agreement SNDA's. Upon request by the City, Landlord, Tenant or any other Permitted Transferee (as defined in the Development Agreement), the non-requesting parties shall execute in recordable form a Development Agreement SNDA on the terms and conditions set forth in Section 12.2.2 of the Development Agreement.
- 12.7 Building Tenant's Option to Purchase. In no event shall any Building Tenant Lease include an option or other right for a Building Tenant to acquire all or any part of the Tenant's Interest, unless such option or other provision has been approved in writing by Landlord, which shall be subject to the same level of discretion that Landlord is entitled to exercise under Section 12.1 above. Such approval by Landlord of a Building Tenant Lease providing for Building Tenant's purchase of all or a portion of the Tenant Interest shall constitute approval of any such assignment at the time of exercise of any such right or option.

12.8 Right of First Offer.

- **12.8.1** If Tenant wishes to Assign all of Tenant's Interest to any Person other than a Permitted Assignee, Tenant will first offer Tenant's Interest to Landlord pursuant to a written offer (the "Offer") setting forth the material terms and conditions on which Tenant is willing to sell Tenant's Interest. Landlord acknowledges and agrees that this <u>Section 12.8</u> shall not be applicable with respect to (a) assignments to Permitted Assignees, (b) the exercise of any option to purchase approved by Landlord as set forth in <u>Section 12.7</u>, or (c) Building Tenant Leases.
- 12.8.2 Landlord shall have until forty-five (45) days from the date of its receipt of the Offer to elect to acquire Tenant's Interest upon the same price, terms and conditions as those set forth in the Offer. If Landlord does not exercise its right to acquire Tenant's Interest by notifying Tenant in writing of its unconditional election to do so within said forty-five (45) day period, then Tenant may, for a period of six (6) months following the earlier of the date of Landlord's notice or the expiration of said forty-five (45) day period sell (or enter into an agreement to sell) Tenant's Interest on terms and conditions that are not "materially more favorable" (as defined in Section 12.8.3 below) than those set forth in the Offer, but not otherwise. If Landlord's acceptance contains a condition, which Tenant reasonably determines to be material, Landlord shall be deemed to have elected not to exercise its right.
- 12.8.3 For purposes of this Section 12.8, the terms and conditions on which Tenant's Interest is sold to another purchaser shall be deemed "materially more favorable" than those set forth in the Offer, if (a) the total price is less than 95% of the purchase price set forth in the Offer, (b) less than 95% of the price is paid in cash at the time of the transfer or assignment than that set forth in the Offer, or (c) the portion of the price not paid in cash at the time of the transfer or assignment is payable over not less than 110% of the period of time set forth in the Offer, at an interest rate that is less than 90% of the interest rate set forth in the Offer, or with periodic payments that are less than 90% of the amount of the periodic payments set forth in the Offer.
- **12.8.4** If Tenant elects to Assign all of Tenant's Interest (other than to a Permitted Assignee) on terms that are materially more favorable to another purchaser, then Tenant shall re-offer the assignment to Landlord, and Landlord shall have fifteen (15) Business

Days to unconditionally accept the new Offer on such revised terms by delivering written notice of such acceptance to Tenant. If Landlord fails to timely deliver such acceptance, Landlord shall be deemed to have waived its right of first offer and Tenant shall be free for a period of six months, following the earlier of the date of Landlord's notice or the expiration of the fifteen (15) Business Day period, to sell or assign (or enter into an agreement to sell or assign) Tenant's Interest on terms that are not materially more favorable than those set forth in the revised Offer.

- **12.8.5** Nothing in this <u>Section 12.8</u> shall serve to circumvent Landlord's consent rights, if any, under <u>Section 12.1</u>.
- 12.9 No Waiver of Consent Rights. The consent by Landlord to any Assignment or subleasing shall not act as a release of Tenant of its obligations hereunder, nor constitute a waiver of the necessity for such consent to any subsequent Assignment or subleasing.

ARTICLE 13

LIENS AND ENCUMBRANCES

- 13.1 Covenant Against Encumbrances. Tenant shall not, and shall have no right to, encumber Landlord's Interest in the Premises, and Tenant covenants to keep the Premises and each and every part thereof at all times free and clear of any and all liens and encumbrances of any kind whatsoever arising out of Tenant's acts or omissions or those acts or omissions of its agents or its Building Tenants, including, without limitation, Mechanics' Liens (collectively, "Liens"). If any such Lien is filed against the Premises, or any part thereof, Tenant shall cause the same to be released or otherwise discharged within thirty (30) days after Tenant receives written notice of such filing, by payment, deposit or bond. Should Tenant fail to release or discharge (or cause to be released or discharged) any Lien within such thirty (30) day period, Landlord shall have the right to pay, adjust, compromise and discharge any such Lien on such terms and manner as Landlord may deem appropriate. In such event, Tenant shall pay to Landlord within ten (10) days following written demand as Additional Rent the full amount paid by Landlord in connection with such Lien, including any reasonable attorneys' fees or costs, or other reasonable out-of-pocket costs expended by Landlord, together with interest at the rate provided in Section 4.10 from the expiration of such ten (10) day period through the date of repayment by Tenant. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless against any and all Claims resulting from any Lien recorded against the Premises or any portion thereof, including any contest by Tenant of such Lien.
- 13.2 Non-Subordination. Landlord's Interest shall be superior and prior in interest to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be placed on the Premises, or any part thereof, by, against or as a result of the acts of Tenant or anyone deriving any interest in the Premises, or any part thereof or interest therein, through Tenant. Any loan, mortgage, deed of trust, lease, lien or encumbrance placed by Tenant on the Premises or the Improvements, or any part thereof or interest therein, shall not adversely affect Landlord's Interest. Tenant agrees, without any cost or expense to Landlord, to execute any instrument which is necessary or is reasonably requested by Landlord to further confirm the non-subordination of Landlord's Interest. In the event that after the Effective Date, Landlord

encumbers Landlord's Interest with a mortgage or deed of trust securing a loan from a lender ("Landlord's Lender"), then upon written request from a Leasehold Mortgagee, Landlord shall use commercially reasonable efforts to obtain a non-disturbance agreement in favor of Tenant and Leasehold Mortgagee with respect to this Lease from Landlord's Lender. Such non-disturbance agreement shall expressly provide that Landlord's Lender will not terminate this Lease, or otherwise join Tenant as a party defendant, in connection with the exercise by Landlord's Lender of its remedies under the mortgage or deed of trust securing its loan.

Mechanics' Liens. Ten (10) days prior to the commencement of any "work of improvement" (as defined in California Civil Code Section 8050 or any successor statute) on the Premises, Tenant shall provide Landlord with written notice of the intention to commence such "work of improvement" and Landlord shall have the right to enter the Premises in order to post a notice of non-responsibility in accordance with California Civil Code Section 8444 (or any successor statute). Tenant shall pay or cause to be paid the total cost and expense of the entire "work of improvement" on the Leased Land. No such payment shall be construed as Rent under this Lease. Tenant shall not permit any mechanics', material suppliers', design professionals' or other lien (each, a "Mechanics' Lien"; collectively, "Mechanics' Liens") arising out of any construction, maintenance, renovation or reconstruction of the Improvements or other use or occupancy of the Premises to stand against the Premises, or any part thereof. If any Mechanics' Lien shall be filed against the Premises, or any part thereof, Tenant shall cause the same to be discharged within the thirty (30) day period referred to in Section 13.1 above, including without limitation by posting a release bond as required by California Civil Code Section 8424 (or any successor statute). Upon posting of such release bond, Tenant shall have the right to contest such Mechanics' Lien; provided however that Tenant's indemnity in Section 13.1 above shall apply to such contest.

ARTICLE 14

HYPOTHECATION

- 14.1 Lease as Security. This Lease shall be a prior lien against the Premises with respect to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be permitted to be placed on the Premises under the terms of this Lease.
- 14.2 Financing. Tenant may seek to obtain a loan to finance the construction of the Improvements and to refinance any such loan from time to time during the Term. For such purpose only, Tenant shall have the right, without obtaining Landlord's consent, to assign all or part of Tenant's interest under this Lease, as security to any Institutional Lender (a "Leasehold Mortgagee") which has advanced such funds to Tenant pursuant to a loan agreement (the "Loan Agreement"), promissory note (the "Note") and a trust deed or mortgage (the "Trust Deed"). In the event Tenant assigns all or any portion of Tenant's Interest to secure a loan permitted under this Section 14.2:
- **14.2.1** Landlord shall not be required to sign any Trust Deed or the Note, or otherwise become obligated thereunder;

- 14.2.2 No such lien, charge or encumbrance shall constitute a lien or encumbrance upon Landlord's fee or subleasehold title in the Leased Land or its reversionary interest in the Improvements;
- 14.2.3 Any interest in the Premises which the Trust Deed establishes in a trustee, and any lien which it creates, shall expire on or before the date of expiration of this Lease:
- **14.2.4** The Trust Deed shall impose no financial obligations on Landlord, contingent or otherwise;
- 14.2.5 The Trust Deed shall neither subordinate nor affect Landlord's right to convey, mortgage, encumber or otherwise hypothecate in any way Landlord's fee or subleasehold title (as applicable) in the Leased Land or reversionary interest in the Improvements, subject to Landlord's compliance with the provisions of <u>Section 13.2</u> above;
- 14.2.6 Except as otherwise provided herein, no Leasehold Mortgagee or anyone claiming by, through or under such Leasehold Mortgagee shall, by virtue of such claim, acquire any greater rights than Tenant then had under this Lease;
- **14.2.7** The Trust Deed shall be subject to all conditions, covenants and restrictions of this Lease and to all rights of Landlord hereunder;
- 14.2.8 Landlord will accept performance under this Lease by any Leasehold Mortgagee as though the same had been performed by Tenant;
- **14.2.9** The time given to a Leasehold Mortgagee pursuant to this Lease to initiate foreclosure proceedings, to proceed with foreclosure proceedings, or to obtain possession of the Premises shall be deemed extended by the number of days of delay occasioned by judicial order or operation of law against any such action or any stay, prevention or other delay resulting from bankruptcy, injunction or similar legal action or proceeding;
- 14.2.10 If two or more Leasehold Mortgagees exercise their rights under this Lease to perform the obligations of Tenant, the Leasehold Mortgagee who would be senior in priority if there were a foreclosure shall prevail;
- 14.2.11 This Lease shall not be modified, amended or surrendered (except upon termination pursuant to this Lease) without the prior written consent of each Leasehold Mortgagee;
- **14.2.12** Tenant shall give Landlord written notice of any Trust Deed promptly following the execution and/or recording of same by Tenant, and shall accompany such notice with a true copy of such Trust Deed; and
- **14.2.13** Notwithstanding anything to the contrary in this Lease, in the event of any damage or destruction of the Improvements on the Premises or any taking or condemnation of Tenant's interest therein, (i) the insurance or condemnation proceeds (as applicable) shall be applied in accordance with the Trust Deed and (ii) except as provided in <u>Sections 9.2.3</u> and <u>11.5</u>

- above, (A) Landlord agrees that this Lease shall not be terminated on account of such damage, destruction or condemnation and (B) Landlord agrees that Leasehold Mortgagee may act as disbursing agent for any insurance or condemnation proceeds used for reconstruction.
- Assignment to Foreclosure Transferee. Notwithstanding anything to the 14.3 contrary in Section 12.1 above, the written consent of Landlord shall not be required for any assignment of this Lease to any of the following (each, a "Foreclosure Transferee"): (a) a Leasehold Mortgagee, an Affiliate thereof, or any other Person who purchased the leasehold estate hereunder at any judicial or non-judicial foreclosure sale held pursuant to the terms of a Trust Deed; (b) a Leasehold Mortgagee or an Affiliate thereof who acquired the leasehold estate hereunder through a deed or assignment in lieu of foreclosure; or (c) any Person who purchased the leasehold estate hereunder from a Leasehold Mortgagee or its Affiliate. Following any of the events described in the preceding sentence, the Foreclosure Transferee shall promptly give notice to Landlord in writing of any such assignment, which notice sets forth the name and address of the Foreclosure Transferee, the effective date of such assignment, and the express agreement of the Foreclosure Transferee assuming and agreeing to perform all of the obligations under this Lease required of Tenant to be performed thereafter, except those covenants which, by their terms, cannot be performed by any Person other than the original Tenant, together with a copy of the document by which such assignment was made. The liability under this Lease of any such Foreclosure Transferee acquiring the leasehold estate from Leasehold Mortgagee or its Affiliate in accordance with subsection (c) above will cease upon a subsequent assignment of this Lease that is approved by Landlord pursuant to Section 12.1 above.
- 14.4 Notice of Leasehold Mortgagee. Concurrently with the execution of any Trust Deed, Tenant shall furnish to Landlord the name and address of each Leasehold Mortgagee secured thereby. Landlord shall thereafter mail each such Leasehold Mortgagee a duplicate copy of any and all notices of default which Landlord may from time to time give or serve upon Tenant under the terms of this Lease.
- 14.5 Request for Notice of Default. Upon the recording of a Trust Deed, Tenant shall, at Tenant's expense, cause to be recorded in the Official Records, a written request, executed and acknowledged by Landlord, for a copy of all notices of default and all notices of sale under such Trust Deed, as provided by the laws of the State of California. Tenant shall include in the body of the recorded Trust Deed itself a request for notice having the effect described above.
- 14.6 Notice of Default to Leasehold Mortgagee. Provided that Landlord has received notice from Tenant of the current names and addresses of one or more Leasehold Mortgagees secured by a Trust Deed in the manner specified in this Lease, Landlord shall not take any action to terminate this Lease by reason of any default or breach hereunder by Tenant if any such Leasehold Mortgagee under such Trust Deed, takes the following actions within the time periods set forth below after delivery of written notice to such Leasehold Mortgagee by Landlord of Landlord's intention to terminate this Lease for such default or breach:
- **14.6.1** Leasehold Mortgagee shall cure, within sixty (60) days of receipt of such notice, such default or breach, if the same can be cured by the payment or expenditure of money required to be paid under the terms of this Lease; or

- 14.6.2 Leasehold Mortgagee shall cure, within ninety (90) days of receipt of such notice, such default or breach, if the same cannot be cured by the payment of money; provided however, if such default or breach cannot be cured within such ninety (90) day period, assuming reasonable diligence, then Leasehold Mortgagee shall cure the breach or default in any reasonable time that may be required provided that acts to cure the breach or default (or to obtain possession by way of receiver to permit the cure of a breach or default) are commenced within the such ninety (90) day period and are thereafter diligently pursued to completion by Leasehold Mortgagee; or
- 14.6.3 If such default or breach is not curable under the foregoing Sections 14.6.1 and 14.6.2, then Leasehold Mortgagee shall, within the time period granted Leasehold Mortgagee under Sections 14.6.1 and 14.6.2 to cure such default or breach by Tenant, institute and thereafter diligently prosecute judicial or non-judicial foreclosure proceedings or otherwise acquire Tenant's Interest hereunder with due diligence, and keep and perform all of the covenants and conditions of this Lease reasonably capable of being performed by Leasehold Mortgagee during such period, including those requiring the payment or expenditure of money by Tenant, until such time as Tenant's Interest hereunder shall be sold by foreclosure pursuant to the Trust Deed or shall be released or reconveyed thereunder. For the avoidance of doubt, any default or breach which is not susceptible to cure by Leasehold Mortgagee shall be deemed waived at such time as Leasehold Mortgagee or its Affiliate succeeds to the interest of Tenant under this Lease through foreclosure of the Trust Deed or acceptance of an assignment in lieu of foreclosure.
- 14.6.4 In the event that any Leasehold Mortgagee fails or refuses to comply with the conditions of this Section 14.6 in any material respect, then and thereupon, Landlord shall be released from the covenant of forbearance herein contained with respect to such Leasehold Mortgagee.
- 14.7 New Lease for Leasehold Mortgagee. If this Lease shall terminate prior to the expiration of the Term at any time a Leasehold Mortgagee is entitled to cure defaults hereunder, or as a result of rejection of this Lease by a bankruptcy trustee, then, for a period of sixty (60) days measured from the date of notice to such Leasehold Mortgagee of the termination of this Lease, such Leasehold Mortgagee shall have the right to elect to receive from Landlord a new lease of the Premises, but the term of the new lease shall not extend beyond the Term. During such sixty (60) day period, the fee and leasehold interests in the Premises held by Landlord shall not merge. The Leasehold Mortgagee's right to elect to receive said new lease shall be upon the following terms and conditions:
- 14.7.1 The new lease shall have, as the fixed date for the date of expiration thereof, the same date as the fixed date for the expiration of the Term and shall otherwise be on the terms and conditions set forth in this Lease with the following exceptions: (a) the provisions of Section 2.3 (Due Diligence Period) and Section 2.4 (Planning and Construction Period) shall not apply, (b) Landlord's representations in Section 2.9.1 (Environmental Condition) shall not be remade as of the Effective Date of the new lease and (c) those terms and conditions that (i) have already been fulfilled, (ii) are prohibited by virtue of Leasehold Mortgagee's legal status, (iii) are impossible for Leasehold Mortgagee to perform, or (iv) are no longer applicable. Such new

lease shall be subject to all existing rights of Building Tenants, and all of the terms, covenants, conditions, restrictions and provisions of this Lease.

- 14.7.2 At the time of the execution of the new lease, Landlord shall be paid all sums, if any, owing to Landlord under this Lease at the time of termination of this Lease, as well as all sums, if any, which would have become payable by Tenant to Landlord to the date of execution of the new lease, had this Lease not terminated, and which remain unpaid at the time of the execution of the new lease; provided, however, that such Leasehold Mortgagee shall have a credit for (a) all such sums paid to Landlord on account of the Premises after such termination and before the effectiveness of the new lease and (b) rents collected by Landlord under the Building Tenant Leases.
- **14.7.3** The Leasehold Mortgagee shall have cured all defaults arising under this Lease and reasonably susceptible of cure by the Leasehold Mortgagee.
- 14.7.4 During the sixty (60) day period during which Leasehold Mortgagee is entitled to require Landlord to enter into a new lease with Leasehold Mortgagee, Landlord shall not (a) amend, modify or terminate any Building Tenant Leases, unless commercially reasonable to do so in the ordinary course of operating the Premises, (b) make any alterations to the Improvements, unless commercially reasonable to do so in the ordinary course of operating the Premises, or (c) dispose of or encumber any real or personal property that is required to be transferred to Leasehold Mortgagee or its nominee in connection with the execution of a new lease.
- 14.7.5 Concurrently with the execution by Landlord and Leasehold Mortgagee of a new lease, Landlord shall transfer to Leasehold Mortgagee or its nominee any interest that Landlord has in (a) any personal property used in connection with the Premises and (b) all Building Tenant Leases.
- 14.7.6 The new lease shall be assignable by Leasehold Mortgagee and by any Affiliate of Leasehold Mortgagee (but not by their respective successors) to any Person who purchases the leasehold estate under the new lease from Leasehold Mortgagee or its Affiliate without the prior written consent of Landlord. Upon any such assignment to an assignee assuming the remaining obligations of Tenant under this Lease, the assignor shall be released from any and all further liability under the new lease arising following the date of such assignment.
- 14.7.7 Any new lease shall enjoy the same priority in time and in right as this Lease over any lien, encumbrance or other interest created by Landlord before or after the date of such new lease, to the extent permitted by law.
- 14.8 Lender as Assignee of Lease. No Leasehold Mortgagee shall be liable to Landlord as an assignee of this Lease unless and until such Leasehold Mortgagee acquires all rights of Tenant under this Lease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance and such liability shall be limited to the value of the Leasehold Mortgagee's interest in such leasehold estate.

14.9 Intentionally Omitted.

14.10 Liability for Acts or Omissions of Tenant. In the event that Leasehold Mortgagee, an Affiliate thereof or any other Person succeeds to the interest of Tenant hereunder through foreclosure of the Trust Deed or acceptance of an assignment in lieu of foreclosure thereof, then such successor shall not be liable for the acts or omissions of any prior tenant, including Tenant.

ARTICLE 15

DEFAULT

- Waiver. A waiver by Landlord or Tenant of any term, condition, or covenant of 15.1 this Lease shall not constitute a subsequent waiver of the same or any other term, condition or covenant of this Lease, nor of the strict and prompt performance thereof by Tenant or Landlord, as applicable. Landlord's delay, failure or omission to reenter the Premises, or to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Landlord has, nor be construed as Landlord's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Tenant's delay, failure or omission to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Tenant has, nor be construed as Tenant's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Neither Landlord nor Tenant shall be required to give notice in order to restore or revive either (a) time as of the essence hereof, nor (b) any other covenant or condition, after Landlord or Tenant, as applicable, has waived a default in one or more instances. No right, power, privilege, option, or remedy of Landlord or Tenant shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. Each and all of the rights, powers, privileges, options or remedies given Landlord and Tenant, respectively, by this Lease are cumulative as to each of Landlord and Tenant and no one of such rights, powers, privileges, options or remedies is exclusive of the other or exclusive of any remedies provided by law, and the exercise of one right, power, privilege, option or remedy by Landlord or Tenant shall not impair Landlord or Tenant's right to any other.
- **15.2 Default by Tenant**. The occurrence of any of the following shall, at Landlord's election, constitute an Event of Default under this Lease:
- **15.2.1** All or any portion of the Leased Land or the Improvements is deemed to have been abandoned pursuant to California Civil Code Section 1951.3 following delivery of notice by Landlord to Tenant pursuant to California Civil Code Section 1951.3.
- 15.2.2 Tenant's failure to pay to Landlord any amount due and payable hereunder after five (5) days of the original due date, which failure continues for a period of five (5) days after written notice thereof by Landlord to Tenant.
- 15.2.3 A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when such failure continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the

nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion while continuing to pay Rent and complying with all other obligations under this Lease.

- 15.2.4 Tenant is deemed to be in Chronic Default hereunder. For purposes of this Lease, Tenant shall be deemed to be in "Chronic Default" if Tenant shall fail to pay any Rent or shall fail to perform or observe any other material provision of this Lease (provided that in no event shall an EO Default constitute a material default which may give rise to a Chronic Default hereunder unless Tenant fails to timely pay the EO Damages related to such EO Default), on three (3) or more occasions during any thirty-six (36) month period, even though such defaults may have been timely cured. Tenant shall not be in Chronic Default unless Landlord has notified Tenant in writing that Landlord intends to deem all future defaults (whether or not cured) as applicable to the determination of Chronic Default status. If Tenant is in Chronic Default, Landlord may immediately exercise any or all remedies available under this Lease or otherwise at law or in equity, all without giving Tenant any notice or an opportunity to cure the last default causing Tenant's Chronic Default, notwithstanding any notice and cure provision to the contrary.
- 15.2.5 Tenant's failure to pay any Taxes or Government Impositions prior to the delinquency date thereof, subject to Tenant's right to contest any such amounts pursuant to Section 7.3 above.
- **15.2.6** Tenant's failure to cause any Lien filed against the Premises or any part thereof to be released or discharged within thirty (30) days after Tenant receives written notice of the filing thereof pursuant to <u>Section 13.1</u> above.
 - **15.2.7** Intentionally omitted.
- **15.2.8** Tenant fails to pay any CC&R Obligations (excluding any portion thereof which Landlord has agreed to pay pursuant to <u>Section 4.8.2</u> above) when due, or a default, breach or violation occurs under the CC&Rs with respect to the Premises which is not cured within the applicable cure period (if any) provided in the CC&Rs.
- 15.2.9 The making by Tenant of any general assignment for the benefit of creditors, or the filing of a petition to have Tenant adjudicated a bankrupt, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, when possession is not restored to Tenant within ninety (90) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Leased Land or of Tenant's interest in this Lease, when such seizure is not discharged within ninety (90) days.
- **15.2.10** The occurrence of an event set forth as an "Event of Default" in Section 12.1.3 above.

15.3 Remedies by Landlord. Subject to the provisions of this Lease regarding rights of a Leasehold Mortgagee, upon the occurrence of any Event of Default, Landlord may resort, cumulatively or in the alternative to the remedies set forth in <u>Sections 15.4</u> through <u>15.9</u> below inclusive, as well as to any one or more other remedies provided by law or equity.

15.4 Non-monetary Remedies for Tenant's Default.

- **Termination**. Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all of Tenant's rights in the Premises, and every part thereof, shall terminate. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Leased Land or the Improvements, making efforts to relet the Leased Land or appointing a receiver to protect Landlord's interest under this Lease. Immediately after notice of termination, Tenant shall surrender and vacate the Leased Land and all Improvements in a broom-clean condition considering ordinary wear and tear, and Landlord may reenter and take possession of the Leased Land and all Improvements and eject all parties in possession or eject some and not others or eject none; provided however that Building Tenants who entered into a Building Tenant RNDA with Landlord prior to Tenant's default shall not be ejected, subject to the terms of such Building Tenant RNDA. In the event of any termination of this Lease, Tenant's right, title and interest in the Improvement Plans and all other reports, studies, and other materials related to the development, operation and maintenance of the Improvements shall automatically and without additional compensation to Tenant become the property and vest in Landlord. Upon any termination of this Lease pursuant to this Section 15.4.1, Tenant shall execute such documents as Landlord may request to memorialize the termination and to release Landlord and the Leased Land from the terms and conditions of this Lease.
- reenter the Leased Land, and, without terminating this Lease, at any time and from time to time relet the Leased Land and Improvements, or any part or parts of them, for the account of Tenant or otherwise. Landlord may, at Landlord's election, eject all persons or eject some and not others or eject none; provided however that Building Tenants who entered into a Building Tenant RNDA with Landlord prior to Tenant's default shall not be ejected, subject to the terms of such Building Tenant RNDA. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision in Landlord's name and shall be entitled to all rents from the use, operation, or occupancy of the Leased Land or the Improvements or both. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.
- 15.4.3 Tenant's Personal Property. Subject to the terms of <u>Section 2.7.2</u> above, Landlord may, at Landlord's election, use Tenant's personal property and fixtures or any of such property and fixtures without compensation and without liability for use or damage, or Landlord may store them for the account and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

15.5 Monetary Remedies for Tenant's Default.

- **15.5.1 Termination**. Termination under <u>Section 15.4.1</u> shall not relieve Tenant from the payment of any sum then due to Landlord.
- **15.5.2 Re-entry Without Termination**. Landlord's re-entry without termination under <u>Section 15.4.2</u> shall not relieve Tenant from payment to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's reasonable expenses, less the proceeds of any reletting or assignment.
- 15.5.3 Recovery of Damages. In addition to any other remedies Landlord may have, it may recover from Tenant as damages, the following: (a) the worth at the time of award of any unpaid rental which had been earned at the time of the termination, plus (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided, plus (c) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, plus (d) any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) leasing commissions, or (v) any other costs necessary or appropriate to relet the Premises, plus (e) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the maximum lawful rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco plus one percent (1%).

- 15.5.4 Continuation of Lease. Tenant acknowledges that Landlord has the remedy described in California Civil Code Section 1951.4 ("lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations"). In the event Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to re-let the Premises or the appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.
- 15.6 Strict Performance. Each Party hereto may require strict performance of all covenants and obligations herein as the same shall accrue or become due, including, but not

limited to, the right to recover Rent and charges equivalent to Rent without terminating this Lease and have the right of action therefor without awaiting the end of the Term.

- 15.7 Landlord May Obtain Possession. Nothing contained herein shall affect, change or waive any rights of Landlord to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by California Code of Civil Procedure Section 1159, et seq. (or any successor statute) relating to actions for unlawful detainer, forcible entry and forcible detainer. If Landlord obtains possession of the Leased Land under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (or any successor statute), or if a court of competent jurisdiction declares this Lease to be terminated because of a breach of this Lease, then Landlord may repossess and enjoy the Leased Land, together with all additions alterations and improvements thereto, including the Improvements thereon. Any lawful reentry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful reentry.
- **15.8 No Waiver**. Landlord's election to perform any obligation of Tenant on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default.
- 15.9 Failure of Tenant to Perform Required Acts. Subject to Tenant's right to contest as provided elsewhere in this Lease, if Tenant fails, refuses, or neglects during the Term to do any of the things required to be done by Tenant under the Lease, in each case following the expiration of any applicable notice, grace or cure period, Landlord shall have the right, but not the obligation, to do the same, but at the cost of and for the account of Tenant. Unless Landlord reasonably believes that an emergency exists, Landlord shall in no case take such action sooner than thirty (30) days after giving Tenant written notice of such failure, refusal or neglect. Tenant shall pay to Landlord as Additional Rent within ten (10) days following written demand any sum expended by Landlord under this Section 15.9, together with interest at the rate provided in Section 4.10. Nothing contained in this Section 15.9 shall impair the rights or Landlord with regard to defaults or remedies under the remaining portion of this Article 15.
- **15.10 Remedies of Tenant**. Tenant shall have, subject to Landlord's right to a Judicial Reference Proceeding under <u>Article 18</u>, such remedies as are provided by law with respect to a breach or alleged default by Landlord of its obligations under this Lease.

ARTICLE 16

SURRENDER

16.1 Surrender of Premises. No act or thing done by Landlord or any of Landlord's agents during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any of Landlord's agents shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of

Landlord shall operate either as an assignment to Landlord of all Building Tenant Leases, or as a termination of any or all such Building Tenant Leases.

- **16.2 Obligations of Tenant**. Tenant covenants and agrees to perform the following in connection with its surrender of the Premises upon the expiration or earlier termination of this Lease:
- **16.2.1 Delivery of Improvements**. Tenant shall peaceably deliver up to Landlord possession of the Leased Land and shall deliver the Improvements to Landlord at no cost or expense to Landlord and in compliance with all applicable Laws and in good order and condition, reasonable wear and tear excepted.
- 16.2.2 Title Report. The Premises shall be delivered to Landlord free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender. Tenant shall, at least sixty (60) but not more than ninety (90) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination) provide Landlord with a preliminary title report, dated not more than thirty (30) days prior to date of submission and prepared by a title company acceptable to Landlord, evidencing that the Premises is free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender.
- **16.2.3 Surrender Documentation**. In connection with its surrender of the Premises, Tenant shall:
- submit to Landlord, at least one hundred twenty (120) but not more (a) than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental assessment of the Premises (the "Environmental Assessment") by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on such Environmental Assessment), which: (i) evidences that the Premises are in a clean and safe condition and free and clear of any Hazardous Substances (other than those conditions that are identified in the Environmental Studies listed on Schedule 2 attached hereto); and (ii) includes a review of the Premises by an environmental consultant for mold, fungus, spores, and other moisture conditions and on-site chemical use. If such Environmental Assessment reveals that remediation is required under any Environmental Requirements (other than remediation of conditions identified in the Environmental Studies listed on Schedule 2 attached hereto), Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation, as more particularly provided in Section 5.5.2 above;
- (b) submit to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an assessment by a licensed engineer of the physical condition of all building systems, roofs and structural components of the Improvements;

- (c) furnish evidence reasonably satisfactory to Landlord that all Building Tenants will be removed from the Premises prior to the Lease Expiration Date, except as otherwise provided in any RNDAs or as authorized by Landlord in writing, and cause any such removal to occur prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination);
- (d) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with: (i) a current rent roll containing the contact information for all Building Tenants and other occupants; and (ii) an estoppel certificate from each Building Tenant verifying the termination date of each Building Tenant Lease and agreeing to vacate the Premises on or before the earlier of the expiration of the term of such Building Tenant Lease or the Lease Expiration Date (or within thirty (30) days after an earlier termination of this Lease);
- (e) furnish a reasonably detailed certificate to Landlord, certified by an officer or other authorized representative of Tenant acceptable to Landlord, which certificate shall (i) describe any pending or threatened litigation, special assessments, Liens, permit violations, current uncured violations of any Laws, and current uncured safety and health hazards (excluding matters covered by the Environmental Assessment); and (ii) represent that to Tenant's best knowledge the certificate does not omit any matter within the foregoing categories;
- (f) furnish evidence to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), that all utilities, Government Impositions and charges of whatever nature payable by Tenant under this Lease have been paid through the date of submission and will be paid by Tenant through the date of surrender;
- (g) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with copies of all maintenance and service contracts and all warranties affecting the Premises, together with evidence that the same (i) are in full force and effect, and not subject to any uncured default by any party thereunder; and (ii) have been terminated as of the expiration or earlier termination of the Term, unless otherwise agreed by Landlord in writing;
- (h) provide Landlord, at least thirty (30) but not more than forty-five (45) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination) with all keys, security codes, safe combinations and similar devices to be turned over to Landlord upon surrender of the Premises;
- (i) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with a complete set of the "as built" drawings of all Improvements (if not previously delivered pursuant

to <u>Section 3.2.10</u>), and satisfactory engineering and survey reports on the current condition of the Improvements;

- (j) permit Landlord to inspect the Premises and Improvements to (i) verify compliance with Laws, (ii) survey for encroachments, (iii) perform engineering studies on the Improvements, utilities, easements and soils, and (iv) perform all such other investigations of the Premises and Improvements as are reasonable in light of Tenant's surrender of the Premises:
- (k) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with the current year's operating budget for the Premises, including, to the extent applicable, all back-up information for any common area maintenance charges to Building Tenants; and
- (1) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with copies of all warranties, guaranties, operating manuals and similar documentation relating to any of the Improvements.
- Failure to Comply. To the extent that, upon the Lease Expiration Date or earlier termination of this Lease, Tenant has not obtained releases of any licenses or other permits as required in order for Tenant to obtain "facility closure" under applicable Environmental Laws, or in order for Landlord to relet the Premises, or in the event that Tenant shall have failed to fully comply with the terms of this Article 16 or any other surrender requirements elsewhere set forth in this Lease (collectively, the "Surrender Requirements"), Tenant shall be deemed to have remained in possession of the Premises under this Article 16 until the Surrender Requirements are satisfied, or, at Landlord's option, Landlord may take such actions as may be required to satisfy the Surrender Requirements, in which event Tenant shall be remain responsible for Holdover Base Rent during either Tenant's or Landlord's completion of all Surrender Requirements. In the event the Surrender Requirements are performed by Landlord, Tenant shall reimburse Landlord within ten (10) days after receipt of written demand therefor for one hundred ten percent (110%) of all costs and expenses incurred by Landlord in connection with the performance of such Surrender Requirements. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies available to Landlord under this Lease or under applicable Laws. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other obligations to Landlord accruing therefrom, Tenant shall protect, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify, and hold the Landlord Indemnified Parties harmless from any and all Liabilities resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.
- **16.4 Documentation of any Surrender and Termination**. Upon the Lease Expiration Date or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after written demand from Landlord to Tenant, any

quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, or other document required by any reputable title company to remove any cloud or encumbrance on the Premises and/or the Leased Land created by this Lease and/or resulting from the recordation of the Memorandum. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

- 16.5 Assignment of Lease. Notwithstanding and in addition to the foregoing provisions of this Article 16, upon written request from Landlord, Tenant shall assign this Lease to a third party designated by Landlord, and shall in connection with such assignment execute any amendment and/or restatement of this Lease that Landlord reasonably requests; provided that in connection with any such assignment Tenant shall be released from all future liability under this Lease as of the date of the assignment.
- **16.6 Surrender of Fixtures**. Tenant's obligations under this <u>Article 16</u> shall include the obligation to deliver lien-free possession and title to all fixtures attached to the Improvements, as provided in <u>Section 2.7.1</u> above.

ARTICLE 17

CERTAIN REPRESENTATIONS AND COVENANTS OF TENANT

- 17.1 Non Discrimination. The following language is required to be included in this Lease pursuant to Section 11.2.3.2 of the Development Agreement: Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall Tenant itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.
- 17.2 Employment Practices. Tenant covenants and agrees, for itself and its successors, that (a) it shall not discriminate against any employee or applicant for employment on any basis prohibited by law and (b) it has received and read, understands and agrees to be bound with respect to the entirety of the Leased Land by the Non-Discrimination Covenant contained in the Navy Deed. Tenant shall provide equal opportunity in all employment practices.
- **17.3 Subcontracts**. All of Tenant's contracts with subcontractors regarding or involving Tenant's Interest shall contain provisions similar to those contained in <u>Sections 17.1</u> and <u>17.2</u> above.

ARTICLE 18

JUDICIAL REFERENCE; CHOICE OF FORUM

18.1 Judicial Reference. Except as set forth in <u>Section 18.2</u> below and except to the extent another dispute resolution procedure is set forth in this Lease or in the CC&Rs (for

example, valuation determinations to be made by appraisers), Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) pursuant to a judicial reference proceeding ("Judicial Reference Proceeding") on the terms set forth on Exhibit I attached hereto.

18.2 Legal Proceedings; Choice of Forum. The provisions of Section 18.1 shall in no way limit the following before, after, or during the pendency of any Judicial Reference Proceeding: (a) the right of Landlord to obtain a judgment for unlawful detainer, ejectment or the like from a court of competent jurisdiction; or (b) the right of any Party to exercise self-help remedies; or (c) the right of any Party to obtain equitable, provisional or ancillary remedies (such as, but not limited to, temporary restraining orders or preliminary or permanent injunctions) from a court of competent jurisdiction. The exercise of any such remedy shall not waive the right of any party to resort to a Judicial Reference Proceeding. The Parties each acknowledge and agree that to the extent any legal proceeding other than a Judicial Reference Proceeding is permitted by this Section 18.2, the Superior Court of the State of California in and for the County, shall have exclusive jurisdiction over such legal proceeding.

ARTICLE 19

MUTUAL INDEMNITIES

- **Tenant's Indemnity.** Except as otherwise provided in <u>Section 19.2</u> below, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims to the extent arising out of (a) the preparation and processing of the Draft Site Plan, the CEQA Document or the Improvement Plans with the City, the DSA or any other Governmental Authority, including without limitation any challenge to the Draft Site Plan, the Final Site Plan or the CEQA Document pursuant to CEQA or other applicable Laws; (b) any violation of the Construction Requirements applicable to the design or construction of the Improvements by Tenant, any Design Professional or any Contractor, or any of their respective members, partners, officers, directors, agents, employees or invitees; (c) any violation of the Project Requirements applicable to the maintenance, use or occupancy of the Premises, whether by Tenant, any Building Tenant, or any of their respective members, partners, officers, directors, agents, employees, invitees or licensees; (d) any breach or default by Tenant of any covenant or other obligation to be performed by Tenant pursuant to this Lease; (e) any accident, injury or damage whatsoever occurring on the Premises; or (f) any negligence or willful misconduct on or about the Premises by Tenant, any Building Tenant, or any of their respective members, partners, officers, directors, agents, employees, invitees or licensees its officers, agents, employees and invitees.
- 19.2 Landlord's Indemnity. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against any and all Claims to the extent arising out (a) any breach or default by Landlord of any covenant or other obligation to be performed by Landlord pursuant to this Lease; or (b) the gross negligence or willful misconduct on or about the Premises by Landlord or any of the Landlord Indemnified Parties.

ARTICLE 20

ACCESS TO PREMISES

- 20.1 **Victory Road Access.** Subject to approval by the City in connection with its review of the Draft Site Plan, Landlord and Tenant agree that Tenant shall construct or cause to be constructed an access road (the "Victory Road Access") in accordance with all of the provisions of the Access Road Terms and Conditions attached hereto as Exhibit K-1 and incorporated herein by this reference (the "Access Roads Terms and Conditions"). The Victory Road Access shall connect the Leased Land and Parcel 7 (currently owned by Landlord) with Victory Road across a portion of real property owned in fee by Landlord known as Parcel D (as Parcel 7 and Parcel D are described in Schedules C and D to the Victory Road Grant of Easement described below). Tenant shall bear all costs of design and construction of the Victory Road Access, except as set forth in this Section 20.1. Landlord and Tenant shall cooperate to agree upon the Access Roads Final Plans in accordance with the Access Roads Terms and Conditions so that the Victory Road Access may be constructed at the same time as the Initial Improvements. The Parties anticipate that the City will require the construction of certain median improvements and/or turn lanes to Victory Road as part of the Victory Road Access (collectively, the "Victory Road Median Improvements"). Landlord or the Parcel 7 Holder (as defined in the Victory Road Access Grant of Easement) shall reimburse Tenant for fifty percent (50%) of the cost of the design and construction of the Victory Road Median Improvements as set forth in the Access Road Terms and Conditions.
- 20.2 Innovation Drive Access. Landlord and Tenant agree that Tenant shall construct or cause to be constructed an access road (the "Innovation Drive Access") in accordance with all of the provisions of the Access Roads Terms and Conditions. The Innovation Drive Access shall connect the Leased Land across the portion of Parcel 7 that is contiguous to Parcel D to the traffic roundabout which connects Innovation Drive to Victory Road. Tenant shall bear all costs of design and construction of the Innovation Drive Access. Landlord and Tenant shall cooperate to agree upon the Access Roads Final Plans in accordance with the Access Roads Terms and Conditions so that the Innovation Drive Access may be constructed at the same time as the Initial Improvements.
- **20.3 Tenant Indemnity**. Tenant shall protect, indemnify, defend and hold harmless Landlord, and its agents, contractors, employees, principals, and officers, with counsel reasonably acceptable to Landlord, from and against any and all Claims resulting from Tenant's construction of the Access Roads, except as to those Claims attributable to the gross negligence or willful misconduct of Landlord, or its agents, contractors, employees, principals, and officers. Tenant's indemnification obligations set forth herein shall survive the termination of this Agreement for any reason.
- **20.4 Grants of Easement**. At the first regularly scheduled BOT meeting after the beginning of the Planning and Construction Period, the BOT shall hold a public hearing to consider the adoption of a Resolution pursuant to Education Code Section 81311 (the **"Resolution of Intention"**) pursuant to which Landlord shall declare its intention to grant to Tenant (a) an easement against Parcel D, Parcel 7 and the Leased Land substantially in the form of Exhibit K-2 attached hereto (the **"Victory Road Access Grant of Easement"**) and (b) an

easement against Parcel 7 substantially in the form of Exhibit K-3 attached hereto (the "Innovation Drive Access Grant of Easement"). At the date set forth in the Resolution of Intention, the BOT shall hold a public hearing to consider the adoption of a Resolution pursuant to Education Code Section 81313 (the "Resolution of Grant"), authorizing the grant to Tenant of the Victory Road Access Grant of Easement and the Innovation Drive Access Grant of Easement. Within ten (10) Business Days following adoption of the Resolution of Grant, Landlord and Tenant shall execute the Victory Road Access Grant of Easement and the Innovation Drive Grant of Easement and shall cause the same to be recorded in the Official Records.

ARTICLE 21

OPTION TO PURCHASE

- 21.1 Option to Purchase. Subject to all of the terms and conditions of this Lease, including payment of the total rent due and owing herein and in consideration of the Purchase Option Independent Consideration and for Tenant entering into this Lease and not being in default at the time of Tenant's exercise of the Option in the payment of the rent provided for herein to Landlord, Landlord hereby grants to Tenant the option (the "Purchase Option") to purchase the Leased Land from Landlord, together with all of Landlord's right, title and interest in all improvements and tangible and intangible personal property located on the Leased Land. Upon Tenant's exercise of the Purchase Option, Landlord's obligation to sell the Leased Land to Tenant shall be subject to any limitations imposed after the Effective Date hereof on Landlord's ability to convey title to the Leased Land by either statute, judicial decision or administrative action of any governmental agency having jurisdiction, including the imposition of any such limitation as a condition to the grant or maintenance of development rights on the Leased Land.
- **21.2 Purchase Price**. The purchase price for the Leased Land, should Tenant exercise the Purchase Option, is the Market Value of the Leased Land on May 1, 2034, determined as set forth in Exhibit G.
- **21.3 Purchase Option Independent Consideration**. As independent consideration for the Purchase Option, concurrently with the execution of this Lease by Tenant, Tenant shall pay to Landlord \$100.00 (the "Purchase Option Independent Consideration"), the sufficiency of which is hereby acknowledged. The Purchase Option Independent Consideration is non-refundable to Tenant under any circumstances.
- **21.4 Term of Purchase Option**. Provided that no Event of Default then exists under this Lease, Tenant may exercise the Purchase Option at any time after May 1, 2034, and continuing until the Close of Business on October 31, 2034 (the "**Purchase Option Term**").
- **21.5 Exercise of Purchase Option**. Provided that no Event of Default then exists under this Lease, Tenant may exercise the Purchase Option at any time during the Purchase Option Term by delivering written notice of exercise of the Purchase Option to Landlord. Upon the exercise of the Purchase Option by Tenant, the Parties shall comply with the provisions of Exhibit G hereto to determine the Purchase Market Value of the Leased Land. Within five (5) Business Days after the Purchase Market Value has been determined, the Purchase Market Value

shall be inserted in the appropriate place into the form of Purchase Agreement attached to this Lease as Exhibit L (the "Purchase Agreement"), Tenant shall execute three (3) counterparts of the Purchase Agreement as Buyer and Tenant shall deliver the same to Landlord. Landlord shall promptly thereafter execute the Purchase Agreements and deliver a fully executed counterpart thereof to Tenant and to the Escrow Agent defined in the Purchase Agreement with instructions to the Escrow Agent to open an escrow to administer the sale and closing of the sale of the Premises to Tenant pursuant to the Purchase Agreement. If Tenant exercises the Purchase Option, the sale of the Premises to Tenant shall close on the terms and conditions in this Purchase Agreement before the outside closing date set forth in the Purchase Agreement. Tenant shall continue to be obligated to pay Annual Base Rent as provided hereunder from and after the exercise of the Purchase Option until the Close of Escrow under the Purchase Agreement.

- **21.6 Educational Opportunities**. Landlord's obligation to convey the Leased Land to Tenant pursuant to the Option shall be conditioned upon the agreement by Landlord and Tenant on a set of Educational Opportunities Covenants, Conditions and Restrictions ("EOCC&Rs") to be recorded concurrently with the Grant Deed of the Leased Land. The EOCC&Rs shall substantially incorporate the obligation of Tenant to provide the Educational Opportunities set forth in Exhibit H attached hereto and shall further provide for EO Damages as Landlord's sole remedy for Tenant's failure to provide the Educational Opportunities in a manner comparable to the provisions of Section 5.1.5 hereof. The EOCC&Rs shall have a term expiring on the date that this Lease would expire assuming that the Extension Option had not been exercised.
- **21.7 Title Review**. Tenant shall have the right to approve or disapprove of the condition of title to the Leased Land as set forth in the form of Purchase Agreement attached hereto as Exhibit L.

ARTICLE 22

MISCELLANEOUS

22.1 Notices. All notices or other communications between Landlord or Tenant required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

If to Landlord: South Orange County Community College District

28000 Marguerite Parkway Mission Viejo, California 92692

Attention: Ann-Marie Gabel, Vice Chancellor,

Business Services

Email: agabel@socccd.edu

with a copy to: Jackson Tidus

2030 Main Street, Suite 1200 Irvine, California 92614

Attention: Andrew P. Bernstein, Esq. Email: abernstein@jacksontidus.law

If to Tenant: ACS Development Group, Inc.

4701 Von Karman Ave., Suite 100, Newport Beach, California 92660 Attention: Fred F. Alaghband Email: falaghband@acsirvine.com

with a copy to: Rutan & Tucker, LLP

611 Anton, 14th Floor

Costa Mesa, California 92626 Attention: Robert Dillaway, Esq. Email: rdillaway@rutan.com

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next Business Day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) Business Days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Any notice sent to Tenant hereunder shall be simultaneously sent to each Leasehold Mortgagee, provided that Landlord has been given such notice as is required by Section 14.4, at the address or addresses previously provided by Tenant. Any refusal to accept a notice transmitted as provided in this Section 22.1 shall be deemed delivery thereof.

- **22.2 Brokerage Commissions**. Landlord and Tenant each represent and warrant to each other than they have not had any dealings with any real estate broker, finder or intermediary with respect to this Lease except for NAI Capital as the exclusive joint agent of Landlord and Tenant ("Joint Agent"). Landlord shall pay brokerage commissions to the Joint Agent in accordance with a separate written agreement between Landlord and the Joint Agent. Subject to the foregoing, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party) and hold harmless the other Party from and against any and all Claims arising for any brokerage commission, finder's fee or other compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker, finder or intermediary other than the brokers or agents identified in this Section 22.2. The terms of this Section 22.2 shall survive the expiration or earlier termination of this Lease.
- **22.3 Estoppel Certificates**. Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the other, within fifteen (15) Business Days after request, its certificate certifying (a) that this Lease is unmodified and in full force and effect, (or, if there

have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (b) the dates, if any, to which the rent has been paid, (c) that there are no existing offsets or defenses against the enforcement of any term hereof on the part of Tenant to be performed or complied with (or, if so, specifying the same), (d) if any notice has been given to either Party of any default which has not been cured and/or (e) any other matters that Landlord, Tenant or any Leasehold Mortgagee, as applicable, reasonably requests. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under a Trust Deed.

22.4 Statement Regarding Inspection by Certified Access Specialist.

- 22.4.1 The following language is required to be included in this Lease pursuant to California Civil Code Section 1938: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- **22.4.2** Notwithstanding <u>Section 22.4.1</u> above, Tenant acknowledges and agrees that it shall be solely responsible for all costs and expenses in connection with any CASp inspection of the Premises and the cost of making any repairs to the Improvements in connection therewith.
- 22.5 Non-merger of Fee and Leasehold Estates. If under any circumstances both Landlord's and Tenant's estates in the Premises, or any portions thereof, become vested in the same owner, this Lease nevertheless shall not be extinguished by application of the doctrine of merger except at the express election of the owner and with the express written consent of the beneficiary or beneficiaries under all Trust Deeds affecting the Leased Land and Tenant's leasehold estate.
- **22.6 Time of the Essence**. Time limits in this Lease are to be strictly observed. Time is of the essence in the performance of each this Lease and every obligation and covenant of the Parties hereto.
- **22.7 Joint and Several Obligations**. If either Landlord or Tenant consists of more than one Person, the obligations of the Persons constituting such Party shall be joint and several.
- **22.8** Captions; Incorporation of Exhibits. The captions and Section headings used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof. All exhibits and schedules attached to this Lease are hereby incorporated into this Lease by this reference as if set forth in full herein.
- **22.9 Construction**. For purposes of this Lease, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context

shall otherwise indicate, words importing the singular number shall include the plural number and vice versa and the term "agent" shall refer to a person's employees, contractors, and representatives.

- **22.10 Governing Law**. This Lease shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.
- **22.11 Entire Agreement**. This Lease contains all covenants, terms, provisions and agreements between Landlord and Tenant relating in any manner to the construction, rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Lease can be altered, changed, modified or added to, except in writing, signed by Landlord and Tenant. No representation, inducement, understanding, or anything of any nature whatsoever made, stated, or represented on behalf of either Party hereto, either orally or in writing, has induced the other Party to enter into this Lease except as set forth in this Lease.
- **22.12 Right to Request Injunction**. In the event of any violation or threatened violation by either Party of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, each party shall have the right to petition for injunctive relief against such violation or threatened violation in a court of competent jurisdiction.
- **22.13 Severability**. If any clause, sentence or other portions of this Lease shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- **22.14 BOT Action**. Tenant acknowledges that many of the approvals or consents to be given by Landlord hereunder are subject to approval by the BOT through formal action of the BOT at a regularly or specially called meeting. Landlord shall reasonably cooperate with Tenant to obtain any such required approval or consent; provided, however, that Landlord makes no representation as to whether any such approval or consent may be granted or that any consent or approval granted by Landlord's staff shall indicate that the attendant approval or consent from the BOT is forthcoming. Landlord shall not be in breach of any obligation under this Lease requiring the consent, approval or other action of the BOT if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that Landlord is then taking all reasonable steps to obtain the required response from the BOT.
- 22.15 Cooperation in Execution, Delivery and Recordation of Documents. Landlord and Tenant agree to cooperate in the execution, delivery and recordation of such documents and agreements requested by either Party as are reasonably necessary in order to carry out the purposes of this Lease and to execute and deliver all documents and instruments reasonably necessary to terminate all interests granted herein upon their termination or expiration as provided herein.

- **22.16 Representations and Warranties of Tenant**. As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants the following:
- **22.16.1 Power and Authority**. That it is a corporation duly organized, validly existing and in good standing under the laws of the State of California and, is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of Tenant's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound the remedy for which default would have a material adverse effect on Tenant's ability to perform its obligations hereunder.
- **22.16.2 Authorization; Valid Obligations**. That all actions required to be taken by or on behalf of Tenant to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Tenant enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- **22.16.3 Executing Parties**. That the persons executing this Lease on behalf of Tenant have full power and authority to bind Tenant to the terms hereof.
- **22.16.4 OFAC Representation**. That neither Tenant nor any of its Affiliates is a Prohibited Person, and Tenant and all of its Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury. Tenant hereby indemnifies, defends (with counsel reasonably acceptable to Landlord) and holds harmless Landlord from and against any Claims that may arise from any violation or alleged violation of the foregoing representation and warranty. The foregoing representation and warranty shall continue in effect for the entire Term of this Lease. In the event of a breach of such representation or warranty, Landlord may immediately terminate this Lease.
- **22.17 Representations and Warranties of Landlord**. As a material inducement to Tenant to enter into this Lease, Landlord represents and warrants the following:
- 22.17.1 Power and Authority. That it is a public agency duly formed under the laws of the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of Landlord's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound the remedy for which default would have a material adverse effect on Landlord's ability to perform its obligations hereunder.
- **22.17.2 Authorization; Valid Obligations**. That all actions required to be taken by or on behalf of Landlord to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of

Landlord enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

- **22.17.3 Executing Parties**. That the persons executing this Lease on behalf of Landlord have full power and authority to bind Landlord to the terms hereof.
- **22.18 Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or of partnership or of joint venture, or of any association between Landlord and Tenant, and none of the provisions contained in this Lease or any acts of the Parties shall be deemed to create any relationship other than lessor and lessee between Landlord and Tenant, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.
- 22.19 Attorneys' Fees and Costs. If any party to this Lease commences a Judicial Reference Proceeding or other action or proceeding against any other Party to this Lease to interpret or enforce any of the terms of this Lease (an "Action") or because of the breach of the other Party to any of the terms hereof, the losing party shall pay to the prevailing Party reasonable attorneys' fees, expert witness fees, costs and expenses, and court costs and other costs incurred in connection with the prosecution or defense of such action or proceeding, whether or not the Action is prosecuted to a final judgment. For the purposes of this Lease, the terms "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to arbitrations and bankruptcy proceedings, and whether or not any Action is brought with respect to the matter for which such fees and expenses were incurred. Notwithstanding the foregoing, the amount of attorneys' fees of the prevailing party under this Section 22.19 shall be limited as set forth below. The average hourly rate of attorneys' fees charged to each party shall first be determined by dividing the total dollar amount of the attorneys' fees charged to such party by the number of hours of attorney time billed by such party's counsel to such party. If the average hourly rate charged to the prevailing party is greater than that charged to the losing party, then the prevailing party's attorneys' fees shall not be greater than an amount equal to the number of hours spent on behalf of the prevailing party by the prevailing party's counsel times the average hourly rate charged to the losing party by the losing party's counsel.
- **22.20 Post-Judgment Attorneys' Fees**. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under <u>Section 22.19</u> above, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this <u>Section 22.20</u> be distinct and severable from the other rights of the Parties under this Lease, shall survive the entry of judgment in any Action and shall not be merged into

such judgment. The limitation on the prevailing party's attorneys' fees set forth in <u>Section 22.19</u> above shall also apply to this <u>Section 22.20</u>.

- **22.21 Survival of Covenants and Indemnities**. All covenants which, by their terms, are not to be performed before the expiration of the Term or earlier termination of this Lease shall survive the expiration or earlier termination hereof. All indemnification obligations of Landlord and Tenant in this Lease shall survive the expiration of the Term or earlier termination of this Lease.
- **22.22 Binding Effect**. The provisions of this Lease shall bind or benefit the heirs, executors, administrators, successors and assigns of the original parties to this Lease.
- **22.23 Amendments in Writing**. No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.
- **22.24 References to Days**. All references in this Lease to "days" shall be deemed to refer to calendar days, unless otherwise specifically stated herein.
- **22.25 Execution in Counterparts**. This Lease may be executed in counterparts, each of which, shall constitute an original of such Lease, but all of which shall constitute one and the same instrument.
- **22.26** Exclusivity. Provided that this Lease has not been terminated due to an Event of Default by Tenant, Landlord shall not, without the prior written consent of Tenant, allow any other tenant within the Project to "Operate" a "Competitive MOB" (as the quoted terms are defined below) during the two (2) year period following the First TCO Date. For the purposes of this Section, (a) "Competitive MOB" means a speculative medical office building, but excluding a medical office building exclusively occupied by the ground lessee or an affiliate thereof; and (b) "Operate" means that such Competitive MOB is open to the public. For clarity, nothing in this Section shall prevent Landlord from entering into a lease with a tenant for a Competitive MOB during the two (2) year period following the First TCO Date, provided such tenant does not Operate the Competitive MOB during such period.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:	TENANT: ACS DEVELOPMENT GROUP, INC., a California corporation	
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency		
By: Ann-Marie Gabel, Vice Chancellor, Business Services	By: Fred F. Alaghband, President	

EXHIBIT A-1

Depiction of ATEP

ATEP

Advanced Technology & Education Park

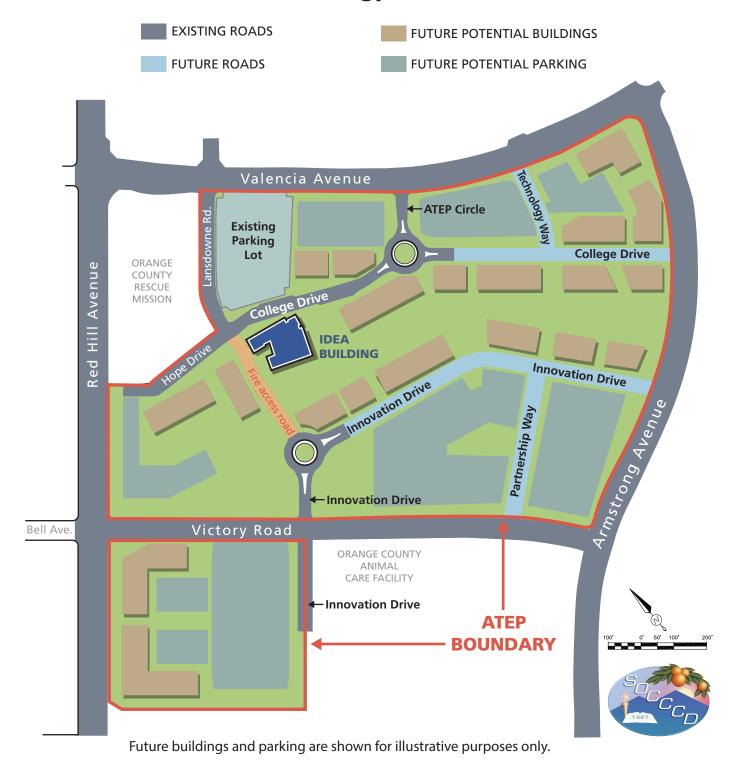


EXHIBIT A-2

Legal Description of ATEP

EXHIBIT A

LEGAL DESCRIPTION

S.O.C.C.C.D. ATEP CAMPUS

(APN 430-283-10, 11, 22, & 23; POR. APN 430-283-9 & 21)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455, TOGETHER WITH A PORTION OF PARCEL IV-J-6 AND ALL OF PARCELS IV-J-7 AND IV-J-8 ALL AS DESCRIBED IN SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE RECORDED MAY 14, 2002 AS INSTRUMENT NO. 20020404590, ALL OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 THROUGH THE FOLLOWING COURSES:

- 1) SOUTH 49°22'21" EAST, 131.81 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;
- 2) EASTERLY ALONG SAID CURVE, 13.54 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 3) SOUTH 80°23'59" EAST, 76.58 FEET;
- 4) SOUTH 86°54'41" EAST, 259.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 14.50 FEET:
- 5) EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, 21.89 FEET, THROUGH A CENTRAL ANGLE OF 86°28'53" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 362.00 FEET;
- 6) NORTHEASTERLY ALONG SAID CURVE, 214.11 FEET, THROUGH A CENTRAL ANGLE OF 33°53'18"
- 7) NORTH 40°29'44" EAST, 282.84 FEET TO THE GENERAL NORTHEASTERLY LINE OF SAID PARCEL I-E-1.1;

THENCE LEAVING SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1, ALONG THE GENERAL NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCELS I-E-1.1, IV-J-6, AND IV-J-8 THROUGH THE FOLLOWING COURSES:

- 1) SOUTH 47°19'39" EAST, 44.34 FEET;
- NORTH 85°40'06" EAST, 24.04 FEET;
- 3) SOUTH 49°19'54" EAST, 9.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3,108.59 FEET;
- 4) SOUTHEASTERLY ALONG SAID CURVE, 124.86 FEET, THROUGH A CENTRAL ANGLE OF 02°18'05" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3,092.59 FEET;

PAGE 1 OF 5

- 5) SOUTHEASTERLY ALONG SAID CURVE, 124.22 FEET, THROUGH A CENTRAL ANGLE OF 02°18'05":
- 6) SOUTH 49°19'54" EAST, 313.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,447.04 FEET;
- 7) SOUTHEASTERLY ALONG SAID CURVE, 35.31 FEET, THROUGH A CENTRAL ANGLE OF 01°23'53";
- 8) SOUTH 04°58'49" EAST, 24.35 FEET;
- SOUTH 54°27'57" EAST, 56.24 FEET;
- 10) NORTH 83°15'15" EAST, 22.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,447.04 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 35°44'30" WEST:
- 11) SOUTHEASTERLY ALONG SAID CURVE, 300.53 FEET, THROUGH A CENTRAL ANGLE OF 11°53'59";
- 12) SOUTH 66°09'29" EAST, 52.51 FEET;
- 13) SOUTH 21°09'25" EAST, 24.04 FEET;
- 14) SOUTH 68°17'15" EAST, 62.36 FEET;
- 15) NORTH 64°09'20" EAST, 23.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,090.18 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 19°14'54" WEST:
- 16) EASTERLY ALONG SAID CURVE, 94.07 FEET, THROUGH A CENTRAL ANGLE OF 04°56'38" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,464.04 FEET;
- 17) EASTERLY ALONG SAID CURVE, 17.78 FEET, THROUGH A CENTRAL ANGLE OF 00°41'45" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 142.00 FEET;
- 18) EASTERLY ALONG SAID CURVE, 29.51 FEET, THROUGH A CENTRAL ANGLE OF 11°54'29":
- 19) SOUTH 64°29'00" EAST, 15.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 158.00 FEET;
- 20) EASTERLY ALONG SAID CURVE, 41.02 FEET, THROUGH A CENTRAL ANGLE OF 14°52'27";
- 21) SOUTH 79°21'27" EAST, 218.54 FEET
- 22) THENCE SOUTH 31°20'58" EAST, 40.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,354.04 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 73°20'33" EAST;
- 23) SOUTHERLY ALONG SAID CURVE, 48.37 FEET, THROUGH A CENTRAL ANGLE OF 02°02'49" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET;
- 24) SOUTHWESTERLY ALONG SAID CURVE, 11.87 FEET, THROUGH A CENTRAL ANGLE OF 16°11'24";
- 25) THENCE SOUTH 34°53'40" WEST, 33.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.00 FEET;
- 26) SOUTHWESTERLY ALONG SAID CURVE, 13.90 FEET, THROUGH A CENTRAL ANGLE OF 13°44'05" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,342.04 FEET;

- 27) SOUTHERLY ALONG SAID CURVE, 57.52 FEET, THROUGH A CENTRAL ANGLE OF 02°27'21" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 58.00 FEET;
- 28) SOUTHERLY ALONG SAID CURVE, 13.90 FEET, THROUGH A CENTRAL ANGLE OF 13°44'05":
- 29) SOUTH 09°52'51" WEST, 33.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 42.00 FEET;
- 30) SOUTHERLY ALONG SAID CURVE, 11.87 FEET, THROUGH A CENTRAL ANGLE OF 16°11'28" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.04 FEET;
- 31) SOUTHWESTERLY ALONG SAID CURVE, 981.34 FEET, THROUGH A CENTRAL ANGLE OF 41°31'31":
- 32) SOUTH 67°35'50" WEST, 139.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,446.04 FEET;
- 33) SOUTHWESTERLY ALONG SAID CURVE, 215.66 FEET, THROUGH A CENTRAL ANGLE OF 08°32'42" TO THE NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE LEAVING SAID SOUTHEASTERLY LINE OF PARCEL IV-J-6, ALONG SAID NORTHEASTERLY LINE OF VICTORY ROAD THROUGH THE FOLLOWING COURSES:

- NORTH 77°47'22" WEST, 36.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,446.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 55°22'08" EAST;
- 2) NORTHWESTERLY ALONG SAID CURVE, 235.69 FEET, THROUGH A CENTRAL ANGLE OF 09°20'20";
- NORTH 00°53'21" WEST, 23.94 FEET;
- 4) NORTH 46°05'07" WEST, 73.00 FEET;
- SOUTH 88°43'07" WEST, 23.51 FEET;
- 6) NORTH 49°21'14" WEST, 78.15 FEET;
- 7) SOUTH 40°38'46" WEST, 0.31 FEET;
- 8) NORTH 49°45'56" WEST, 17.18 FEET;
- 9) NORTH 50°48'31" WEST, 545.11 FEET;
- 10) NORTH 05°04'38" WEST, 24.34 FEET;
- 11) NORTH 49°20'45" WEST, 62.00 FEET;
- 12) SOUTH 40°39'15" WEST, 2.45 FEET;
- 13) SOUTH 84°55'22" WEST, 23.73 FEET;
- 14) NORTH 50°48'31" WEST, 419.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,354.00 FEET;
- 15) NORTHWESTERLY ALONG SAID CURVE, 33.94 FEET, THROUGH A CENTRAL ANGLE OF 01°26'10";
- 16) THENCE NORTH 49°22'21" WEST, 196.34 FEET
- 17) NORTH 03°17'29" WEST, 37.48 FEET TO THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-2.1 BEING ALSO SAID SOUTHEASTERLY LINE OF RED HILL AVENUE:

THENCE LEAVING SAID NORTHEASTERLY LINE OF VICTORY ROAD, ALONG THE GENERAL NORTHWESTERLY LINES OF SAID PARCELS 1-E-2.1 AND I-E-1.1 NORTH 40°37'39" EAST, 451.48 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN TARC PARCEL DESCRIBED IN ATTACHMENT A OF SPECIAL WARRANTY DEED TO THE UNITED STATES OF AMERICA RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 2015000182843 AND RE-RECORDED APRIL 28, 2015 AS INSTRUMENT NO. 2015000216931, BOTH OF OFFICIAL RECORDS, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL I-E-2.1;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TARC PARCEL SOUTH 49°20'45" EAST, 718.34 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN SOCCCD-COUNTY EXCHANGE PARCEL (FEE) DESCRIBED IN EXHIBIT B-1 OF DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED AGREEMENT RECORDED MAY 23, 2015 AS INSTRUMENT NO. 2013000312295 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID NORTHWESTERLY LINE OF EXCHANGE PARCEL (FEE) NORTH 40°39'16" EAST, 597.64 FEET TO THE SOUTHWESTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG THE SAID SOUTHWESTERLY LINE OF VICTORY ROAD THROUGH THE FOLLOWING COURSES:

- 1) NORTH 49°20'45" WEST, 31.02 FEET;
- 2) NORTH 05°04'38" WEST, 24.35 FEET;
- 3) NORTH 50°48'31" WEST, 416.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,446.00 FEET;
- 4) NORTHWESTERLY ALONG SAID CURVE, 36.24 FEET, THROUGH A CENTRAL ANGLE OF 01°26'10";
- 5) NORTH 49°22'21" WEST, 190.34 FEET;
- 6) SOUTH 84°32'48" WEST, 37.48 FEET;
- 7) SOUTH 40°37'39" WEST, 179.11 FEET;
- 8) SOUTH 43°18'58" WEST, 21.32 FEET TO THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 40°37'39" EAST, 720.00 FEET" IN SAID NORTHWESTERLY LINE OF PARCEL I-E-2.1;

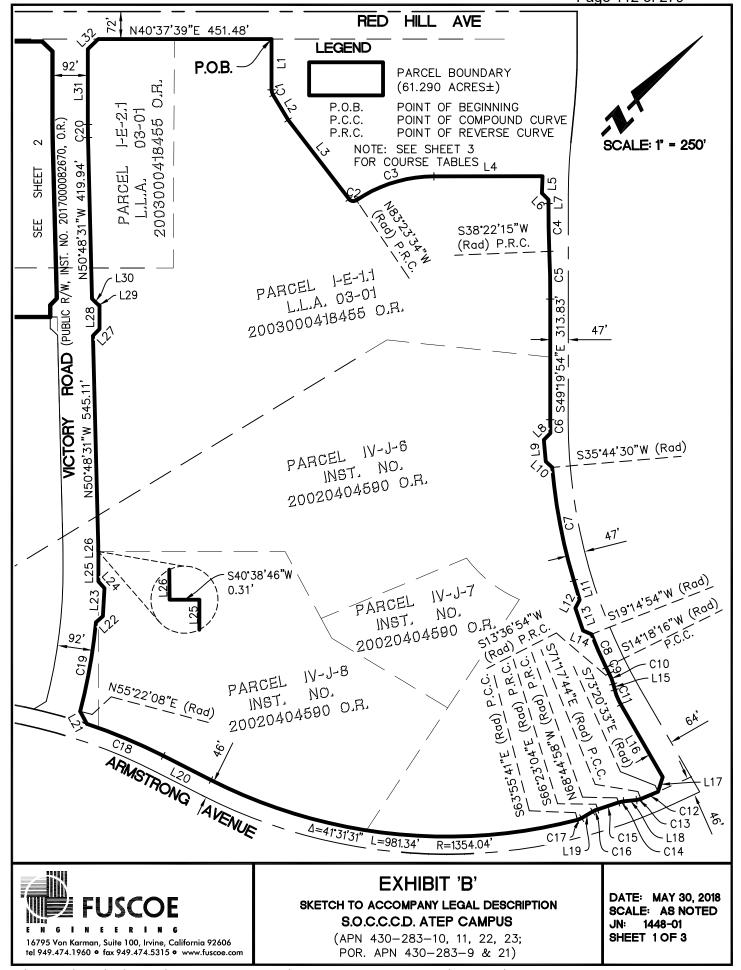
THENCE LEAVING SAID SOUTHWESTERLY LINE OF VICTORY ROAD, ALONG SAID NORTHWESTERLY LINE OF PARCEL I-E-2.1 SOUTH 40°37'39" WEST, 376.02 FEET TO THE **POINT OF BEGINNING**:

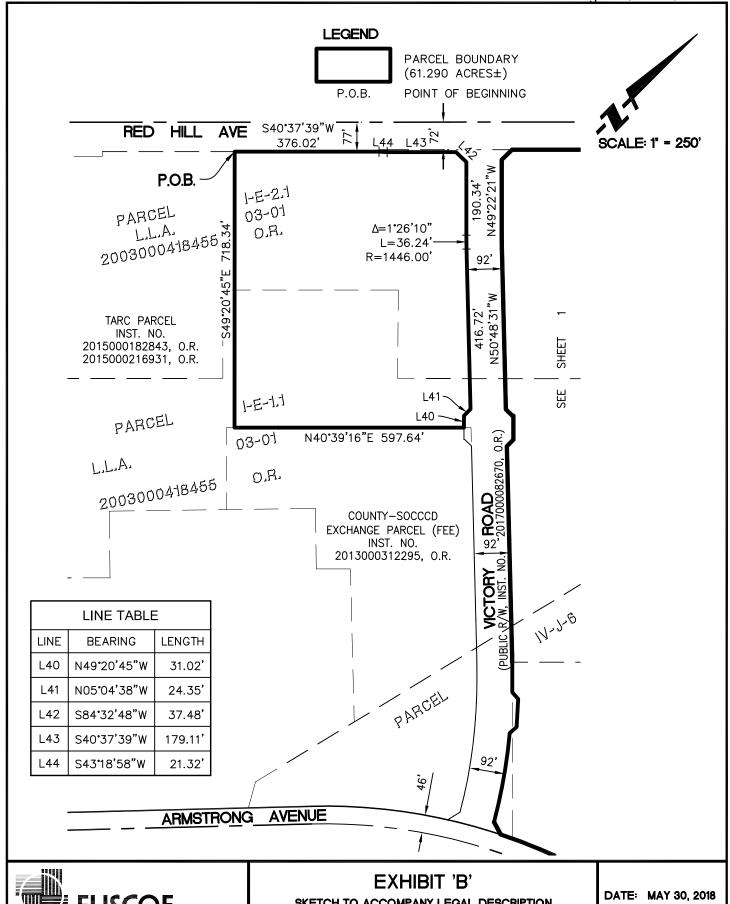
CONTAINING AS A WHOLE: 61.290 ACRES

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 30TH DAY OF MAY 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING







16795 Von Karman, Suite 100, Irvine, California 92606 tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com SKETCH TO ACCOMPANY LEGAL DESCRIPTION S.O.C.C.C.D. ATEP CAMPUS

> (APN 430-283-10, 11, 22, 23; POR. APN 430-283-9 & 21)

SCALE: AS NOTED 1448-01 SHEET 2 OF 3

·			
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°01'38"	25.00'	13.54
C2	86*28'53"	14.50	21.89'
C3	33*53'18"	362.00	214.11
C4	218'05"	3108.59	124.86
C5	218'05"	3092.59	124.22
C6	1°23'53"	1447.04	35.31'
C7	11 ° 53'59"	1447.04	300.53
C8	4 ° 56'38"	1090.18	94.07
C9	0'41'45"	1464.04	17.78
C10	11 ° 54'29"	142.00'	29.51'
C11	14 ° 52'27"	158.00'	41.02'
C12	2*02'49"	1354.04	48.37
C13	16°11'24"	42.00'	11.87'
C14	13 ° 44'05"	58.00'	13.90'
C15	2°27'21"	1342.04	57.52
C16	13°44'05"	58.00'	13.90'
C17	16 ° 11'28"	42.00'	11.87'
C18	8 · 32'42"	1446.04	215.66
C19	9 ° 20'20"	1446.00'	235.69
C20	1°26'10"	1354.00'	33.94'

	LINE TABLE		
LINE	BEARING	LENGTH	
L1	S49°22'21"E 131.81'		
L2	S80°23'59"E	76.58'	
L3	S86°54'41"E	259.66'	
L4	N40°29'44"E	282.84	
L5	S47°19'39"E	44.34	
L6	N85°40'06"E	24.04'	
L7	S49*19'54"E	9.97'	
L8	S04°58'49"E	24.35'	
L9	S54°27'57"E	56.24	
L10	N83°15'15"E	22.96'	
L11	S66°09'29"E	52.51	
L12	S21°09'25"E	24.04'	
L13	S68°17'15"E	62.36'	
L14	N64°09'20"E	23.85'	
L15	S64°29'00"E	15.88'	
L16	S79°21'27"E	218.54	
L17	S31°20'58"E	40.12'	
L18	S34°53'40"W	33.43'	
L19	S09°52'51"W	33.43'	
L20	S67°35'50"W	139.46'	
L21	N77*47'22"W	36.94	
L22	N00°53'21"W	23.94'	
L23	N46°05'07"W	73.00'	
L24	S88°43'07"W	23.51'	
L25	N49*21'14"W	78.15	
L26	N49*45'56"W	17.18'	
L27	N05*04'38"W	24.34	
L28	N49*20'45"W	62.00'	
L29	S40°39'15"W	2.45'	
L30	S84*55'22"W	23.73'	
L31	N49*22'21"W	196.34	
L32	N03*17'29"W	37.48'	



EXHIBIT 'B'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION S.O.C.C.C.D. ATEP CAMPUS

(APN 430-283-10, 11, 22, 23; POR. APN 430-283-9 & 21)

DATE: MAY 30, 2018 SCALE: AS NOTED JN: 1448-01 SHEET 3 OF 3

EXHIBIT B

Legal Description of Leased Land

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6

(POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE;

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE **TRUE POINT OF BEGINNING**

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET;

THENCE NORTH 12°33'33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86°54'41" WEST, 36.27 FEET;
- 2) NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

- 3) THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

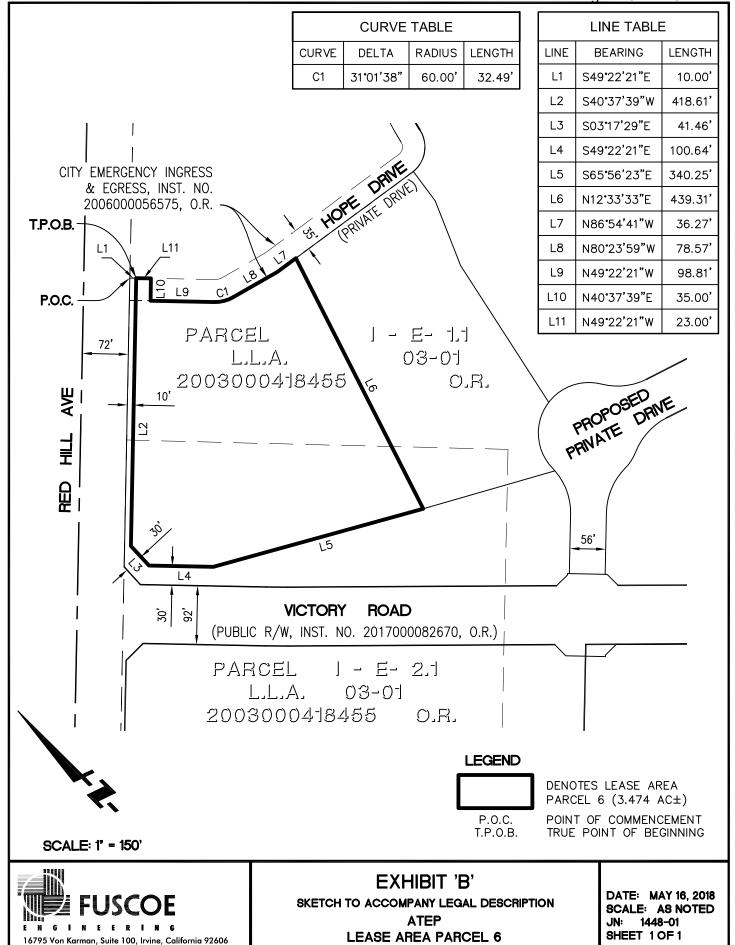
THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 3.474 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING No. 7854



(POR. APN 430-283-21 & 23)

tel 949.474.1960 • fax 949.474.5315 • www.fuscoe.com

EXHIBIT C

Title Commitment

ALTA Commitment for Title பத்துபு ஷ்றிக்

ISSUED BY

First American Title Insurance Company

File No: NCS-509882-A-SA1

COMMITMENT FOR TITLE INSURANCE Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore

President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18) Page 1 of 13 ALTA Commitment for Title Insurance (8-1-16)
California

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 2 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

EXHIBIT B

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under the control of the control o
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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Form 50003700 (8-23-18)	Page 3 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

Schedule A

ALTA Commitment for Title Ipsura ប្រឹ

ISSUED BY

First American Title Insurance Company

File No: NCS-509882-A-SA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Issuing Office: 18500 Von Karman Ave, Suite 600,

Commercial Services

Commitment No.: NCS-509882-A-SA1

Property Address: 15666 Redhill Avenue, Tustin, CA

Revision No.:

Irvine, CA 92612

Issuing Office File No.: NCS-509882-A-SA1

Escrow Officer/Assistant: /

Phone: / Email: /

Title Officer/Assistant: Jeffery Paschal/Ryan Achterberg

Phone: (949)885-2481/(949)885-2488

Email: JPaschal@firstam.com/rachterberg@firstam.com

SCHEDULE A

- Commitment Date: Updated through 8/23/2019 at 8:00 AM 1.
- 2. Policy to be issued:
 - (a) ≥ 2006 ALTA® Extended Owner Policy Proposed Insured: To Be Determined Proposed Policy Amount: \$ TBD
 - (b) ≥ 2006 ALTA® Extended Loan Policy Proposed Insured: To Be Determined Proposed Policy Amount: \$ TBD
 - (c) □ 2006 ALTA® Policy Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

South Orange County Community College District

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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Form 50003700 (8-23-18) Page 4 of 13 ALTA Commitment for Title Insurance (8-1-16) California **First American Title Insurance Company**

Schedule BI & BII

ISSUED BY

File No: NCS-509882-A-SA1

Commitment No.: NCS-509882-A-SA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
 - a. Any off record leases, surveys, etc.
 - b. Statement(s) of Identity, all parties.
 - c. Other: None

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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Form 50003700 (8-23-18) Page 5 of 13 ALTA Commitment for Title Insurance (8-1-16)
California

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The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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Form 50003700 (8-23-18) Page 6 of 13 ALTA Commitment for Title Insurance (8-1-16)
California

[]	R.	EXHIBIT B Financial statements from the appropriate parties must be submitted to the complete for the complete parties.
[]	S.	A copy of the construction contract must be submitted to the Company for review.
[]	T.	An inspection of the Land must be performed by the Company for verification of the phase of construction.
[]	U.	The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company

employee, based upon information furnished by the appropriate parties involved.

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Form 50003700 (8-23-18)	Page 7 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: NCS-509882-A-SA1

Commitment No.: NCS-509882-A-SA1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 7. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.

Note: Taxes are exempt. If the exempt status in terminated as of the effective date of policy an additional tax may be levied.

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Form 50003700 (8-23-18)	Page 8 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

- 8. General and special taxes and assessments for the fiscal year 2018-2019 are exempt. If the exempt B status is terminated an additional tax may be levied. A.P. No.: 430-283-23 and 430-283-28 of 279
- 9. This item has been intentionally deleted.
- 10. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 11. The effect of maps purporting to show the herein described and other land recorded in Book 12, Page 43; in Book 78, Page 21; in Book 88, Page 27; in Book 94, Page 8; in Book 97, Page 8; in Book 97, Page 8; in Book 123, Page 44; in Book 123, Page 44; in Book 137, Page 10; in Book 137, Page 15; and in Book 147, Page 41, all of Record of Surveys.
- 12. The effect of a map purporting to show the land and other property, filed in <u>Book 165, Pages 31</u> through 39 of Record of Surveys.
- 13. The terms and provisions contained in the document entitled "Short Form Notice of Agreement" recorded May 14, 2002 as Instrument No. 2002-404589 of Official Records.
- 14. Easements, Covenants and Conditions contained in the deed from the United States of America, as Grantor, to the City of Tustin, California, as Grantee, recorded May 14, 2002 as Instrument No. 2002-404595 of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S. C. §3604(c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants In senior housing or housing for older persons shall not be construed as restrictions based on familial status.
- 15. The effect of a map purporting to show the land and other property, filed in <u>Book 194, Pages 19</u> through 27 of Record of Surveys.
- 16. The fact that the land lies within the boundaries of the MCAS Tustin Redevelopment Project Area, as disclosed by the document recorded June 18, 2003 as Instrument No. 2003-710836 of Official Records. Document(s) declaring modifications thereof recorded March 28, 2007 as Instrument No. 2007000197041 of Official Records.
- 17. This item has been intentionally deleted.
- 18. An easement for public emergency ingress and egress and incidental purposes, recorded January 25, 2006 as Instrument No. 2006000056575 of Official Records.

In Favor of: City of Tustin

Affects: As described therein

- 19. This item has been intentionally deleted.
- 20. The terms and provisions contained in the document entitled "Development Agreement and Amended and Restated Agreement" recorded May 23, 2013 as Instrument No. 2013000312295 of Official Records.

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Form 50003700 (8-23-18) Page 9 of 13 ALTA Commitment for Title Insurance (8-1-16)
California

The terms and provisions contained in the document entitled "Memorandum of Effective Date of BIT B Development Agreement" recorded August 09, 2013 as Instrument No. 2013000475499 of Briefs 279 Records.

The terms and provisions contained in the document entitled "Amendment No. 1 to Development Agreement and Amended and Restated Agreement" recorded July 09, 2014 as Instrument No. 2014000272537 of Official Records.

- 21. The terms and provisions contained in the document entitled "Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 From City to SOCCCD" recorded August 09, 2013 as Instrument No. 2013000475492 of Official Records.
- 22. The terms and provisions contained in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restriction Pursuant to Civil Code Section 1471" recorded August 09, 2013 as Instrument No. 2013000475497 of Official Records.
- 23. An easement for public utility and incidental purposes, recorded September 27, 2017 as Instrument No. 2017000410201 of Official Records.

In Favor of: Southern California Gas Company, a California corporation

Affects: As described therein

Terms and provisions contained in the above document.

- 24. The terms and provisions contained in the document entitled "Agreement with Conditions of Approval Discretionary Permit Approval" recorded December 15, 2017 as Instrument No. 2017000540122 of Official Records.
- 25. Covenants, conditions, restrictions and easements in the document recorded July 12, 2018 as Instrument No. 2018000255183 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded March 08, 2019 as Instrument No. 2019000073116 of Official Records.

- 26. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 27. Rights of parties in possession.

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Form 50003700 (8-23-18) Page 10 of 13 ALTA Commitment for Title Insurance (8-1-16)
California

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

- 1. The property covered by this report is vacant land.
- 2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted thereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of this Commitment or the Policy, if any, to which the map is attached.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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ISSUED BY

EXHIBIT B Page 131 of 279

First American Title Insurance Company

File No: NCS-509882-A-SA1

File No.: NCS-509882-A-SA1

The Land referred to herein below is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49° 22' 21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE;

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49° 22' 21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE SOUTH 40° 37' 39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03° 17' 29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03° 17' 29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49° 22' 21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49° 22' 21" EAST, 100.64 FEET;

THENCE SOUTH 65° 56' 23" EAST, 340.25 FEET;

THENCE NORTH 12° 33' 33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86° 54' 41" WEST, 36.27 FEET;
- 2) NORTH 80° 23' 59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;
- 3) THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31° 01' 38";
- 4) NORTH 49° 22' 21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40° 37' 39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 12 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49° 22' 21" WEST, 23.00 FEET TO THE TREE POINT OF BEGINNING.

Page 132 of 279 For conveyancing purposes only: APN(S) A PORTION OF 430-283-23 AND 430-283-29 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part

II-Exceptions.

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Form 50003700 (8-23-18)	Page 13 of 13	ALTA Commitment for Title Insurance (8-1-16)
		California

EXHIBIT D

Supplemental Declaration

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
JACKSON TIDUS (APB) 2030 MAIN STREET 12 TH FLOOR IRVINE, CA 92614
Exempt from Recording Fees Per Government Code Section 6103

Space Above This Line Reserved for Recorder's Use

SUPPLEMENTAL DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ADVANCED TECHNOLOGY & EDUCATION PARK (Parcel 6)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK (Parcel 6)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK (this "Supplemental Declaration") is made as of this _____ day of _____, 20___ (the "Effective Date") by SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Declarant"). Unless otherwise indicated, all capitalized terms used in this Supplemental Declaration are given the same meanings as in the Project Declaration (as defined below in the Preamble below). This Supplemental Declaration shall be interpreted according to the rules established in Article XI of the Project Declaration, which is incorporated in this Supplemental Declaration by this reference.

PREAMBLE:

- A. Declarant is the developer of that certain integrated education and commercial project commonly known as the "Advanced Technology and Education Park" or "ATEP" (as such term is more particularly defined in the Project Declaration, the "Project"). On July 12, 2018, Declarant recoded a Declaration of Covenants, Conditions, Restrictions for Advanced Technology & Education Park against portions of the Project as Document No. 2018000255183 of the Official Records of Orange County, California (together with any present and future amendments or supplements thereto, collectively, the "Project Declaration") to provide for use, occupancy, operation and maintenance of the Project. Declarant subsequently recorded a Supplemental Declaration of Covenants, Conditions and Restrictions for Advanced Technology & Education Park as Document No. 201900073116 of the Official Records annexing additional real property into the "Covered Property" subject thereto and designating certain portions thereof as "Project Common Area." The Project Declaration is binding on all Premises and Project Common Area within the Covered Property as well as all the Project Occupants and Permittees thereof.
- B. Pursuant to the Annexation Declaration, the Covered Property includes that certain real property in the City of Tustin, County of Orange, State of California, described in *Exhibit* "A" attached hereto (the "Parcel 6 Premises"). Declarant, as fee owner of the Parcel 6 Premises, has conveyed a ground leasehold interest therein to a Project Occupant (the "Parcel 6 Occupant") for purposes of developing and constructing a commercial office building and related improvements thereon.

C. In connection therewith, Declarant now desires to impose this Supplemental Declaration on the Parcel 6 Premises to confirm the allocated Building Area thereof, the Occupant Maintenance Items appurtenant thereto and certain easements and other provisions applicable thereto.

THEREFORE, DECLARANT DECLARES AS FOLLOWS:

- 1. Designation of Exclusive Use Area and Reserved Easements.
- 1.1. **Exclusive Use Area.** As of the recordation of this Supplemental Declaration, there is no Exclusive Use Area appurtenant to the Parcel 6 Premises.
- 1.2. **Reserved Easements**. Declarant hereby establishes and reserves over the Parcel 6 Premises those certain easements described in Section 7.2 or Section 7.3 of the Project Declaration.

2. **Maintenance Obligations**.

- (a) The maintenance obligations of the Parcel 6 Occupant and enforcement powers and rights of the Declarant and the Project Operator related thereto are generally described in Article III of the Project Declaration. The Parcel 6 Occupant shall be obligated to maintain all Occupant Maintenance Items described in the attached *Exhibit "B"* and to perform all other maintenance or restoration obligations allocated to the Parcel 6 Occupant pursuant to Section 3.1.2, Section 3.1.3 and Section 3.4.1 of the Project Declaration.
- (b) The Occupant Maintenance Items described in Exhibit B include maintenance of the following easement areas and all improvements now or hereafter located thereon: (i) that portion of the Project Common Area adjacent to the Parcel 6 Premises designated as the "Parcel D Access Easement Area" on the conceptual plan for construction of improvements on the Parcel 6 Premises and adjacent areas as approved by Declarant (the "Conceptual Plan"), which Parcel D Access Easement Area shall be subject to a perpetual easement for the purpose of ingress and egress, along with related construction and maintenance easements, on the terms set forth in that certain Grant of Easement (Parcel D) recorded concurrently herewith (the "Parcel D Access Easement"), and (ii) that portion of the adjacent Parcel 7 designated as the "Parcel 7 Access Easement Area" on the Conceptual Plan, which Parcel 7 Access Easement Area shall be subject to a perpetual easement for the purpose of ingress and egress on the terms set forth in that certain Grant of Easement (Parcel 7) (the "Parcel **7 Access Easement**"). For purposes hereof, the Parcel D Access Easement Area and the Parcel 7 Access Easement Area shall be defined collectively as the "Access Easement Areas" and the Parcel D Access Easement and the Parcel 7 Easement shall be defined collectively as the "Access Easement Agreements." The Access Easement Areas shall be more particularly defined in the Access Easement Agreements. Subject to the terms set forth therein, the maintenance and other obligations of the Project Occupant of the Parcel 6 Premises with respect to each of the Access Easement Areas shall commence upon recordation of the Access Easement Agreement applicable thereto and shall otherwise be as set forth in Section 3.1.2 of the Project Declaration. Without limiting any terms set forth in the Access Easement Agreements or the

obligation of the Parcel 6 Occupant relating thereto under the Project Declaration, Declarant, the Project Operator and its representatives shall have the right to enter the Access Easement Areas for purposes of maintaining any Project Infrastructure Improvements or other Common Maintenance Items located on or adjacent thereto as required by Section 3.1.1 of the Project Declaration. Pursuant to Section 3.1.2.2 of the Project Declaration, Declarant, the Project Operator and its representatives shall further have the right to enter the Access Easement Areas for purposes of inspecting or making emergency repairs on behalf of (and at the sole expense of) the Parcel 6 Occupant should the Parcel 6 Occupant fail to do so as required under the Project Declaration.

3. Assessment Obligations; Allocable Share.

- 3.1. **Commencement of Assessments**. Declarant's power to impose Assessments against the Parcel 6 Premises and the obligation of the Parcel 6 Occupant to pay Assessments are governed by Article V of the Project Declaration. Assessments shall commence on the Parcel 6 Premises in accordance with Section 5.3.1.1 of the Project Declaration.
- 3.2. **Allocable Share**. For purposes of determining the Allocable Share of the Parcel 6 Premises, the allocated Building Area of the Parcel 6 Premises shall be as set forth in *Exhibit "C"* attached hereto.
- 4. **Amendment and Duration**. This Supplemental Declaration may be amended or repealed only by complying with the requirements of Section XI of the Project Declaration. Unless amended or repealed, this Supplemental Declaration remains in full force and effect as long as the Project Declaration remains in effect.
- 5. **Miscellaneous**. The provisions of this Supplemental Declaration run with all of the Parcel 6 Premises; are binding on the Parcel 6 Occupant and all other Persons having or acquiring any interest in the Parcel 6 Premises or any part thereof; inure to the benefit of the Parcel 6 Premises (as well as all other portions of the Covered Property) and burden every portion of the Parcel 6 Premises and any interest therein; and inure to the benefit of, are binding on, and may be enforced by Declarant, each successor in interest of Declarant, the Project Operator, and their successive owners and assigns.
- 6. **Exhibits.** All exhibits to this Supplemental Declaration are incorporated herein by this reference.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

SIGNATURE PAGE

TO

$SUPPLEMENTAL\ DECLARATION\ OF\ COVENANTS,\ CONDITIONS\ AND\ RESTRICTIONS\\ FOR$

$ADVANCED\ TECHNOLOGY\ \&\ EDUCATION\ PARK$

(Parcel 6 Premises)

This Supplemental Declaration has been effective as of the date of its Recordation.	executed on the date set forth below to be				
Dated:, 20					
DECLARANT:	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency				
	By: Name: Title:				
A notary public or other officer completing this certificate the document to which this certificate is attached, and not					
STATE OF CALIFORNIA					
COUNTY OF					
On,, before me,(here insert name and title of the officer)					
personally appeared					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal.					
Signature	(Seal)				

EXHIBIT A

LEGAL DESCRIPTION OF THE PARCEL 6 PREMISES

[see attached]

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE **TRUE POINT OF BEGINNING**

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET;

THENCE NORTH 12°33'33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86°54'41" WEST, 36.27 FEET;
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

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- 3) THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 3.474 ACRES, MORE OR LESS.

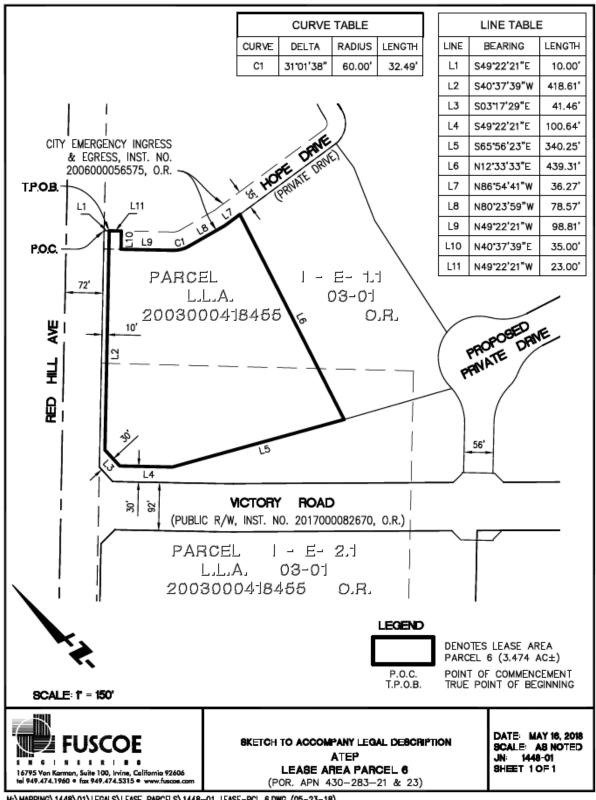
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING No. 7854

PAGE 2 OF 2

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EXHIBIT B

OCCUPANT MAINTENANCE ITEMS

- 1. All Premises Improvements (per Section 3.1.2 of the Project Declaration) constructed at any time on the Parcel 6 Premises or any Exclusive Use Area now or hereafter appurtenant to the Parcel 6 Premises
- 2. The Access Easement Areas, as legally described in each applicable Access Easement Agreement, and all maintenance obligations allocated to the Parcel 6 Occupant pursuant thereto
- 3. Any other maintenance obligations allocated to the Parcel 6 Occupant pursuant to any other separate agreement with Declarant or the Project Occupants of adjacent Premises

[foregoing list may be subject to further modification based on final approved and permitted plans for Parcel 6 if such plans call for any off-site Occupant Infrastructure Improvements which are to be maintained by Parcel 6 Owner]

EXHIBIT C

ALLOCATED BUILDING AREA

Parcel 6 Premises – 50,000 square feet Building Area

EXHIBIT E

Memorandum of Lease

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

JACKSON TIDUS (APB) 2030 MAIN STREET 12TH FLOOR IRVINE, CA 92614

Exempt from Recording Fees Per Government Code Section 27383

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is entered into as of ______, 20__, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("Landlord"), and ACS DEVELOPMENT GROUP, INC., a California corporation ("Tenant"), with reference to the following facts:

RECITALS

- A. Landlord and Tenant have entered into that certain unrecorded Ground Lease dated as of _______, 2019 (the "Lease"). All capitalized terms used herein without definition shall have the same meanings as assigned in the Lease.
- B. Landlord and Tenant desire to provide notice that Tenant is leasing as of the Effective Date all that certain real property in the City of Tustin, County of Orange, State of California more particularly described in <u>Exhibit A</u> attached hereto (the "**Leased Land**").

NOW, THEREFORE, in consideration of mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

- 1. <u>Demise of Leased Land</u>. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Land, subject to the terms and conditions of the Lease. The Effective Date of the Lease ("**Effective Date**") occurred on _______, 2019, and the Term will end on the Seventy-Fifth (75th) anniversary of the Primary Period Commencement Date (the "**Lease Expiration Date**"), unless sooner terminated or extended pursuant to the terms of the Lease.
- 2. <u>Title to Buildings; Depreciation</u>. Until the Lease Expiration Date or earlier termination of the Lease, title to any and all buildings or Improvements that Tenant may construct on the Leased Land, any and all fixtures that Tenant may install therein, and any and all Alterations that Tenant may make thereto shall be solely Tenant's property, Tenant's interest therein shall be as owner and not as tenant and Tenant alone shall be entitled to depreciate the same for tax purposes. On the Lease Expiration Date or earlier termination of the Lease, title to any

Improvements located on the Leased Land, any and all fixtures that Tenant may install therein and any Alterations thereto shall vest in and become the full and absolute property of Landlord, subject to Landlord's right to require that Tenant demolish the same pursuant to the terms of the Lease.

- 3. <u>Renewal Options</u>. Landlord has granted to Tenant, subject to the terms and conditions of the Lease, one (1) option to extend the Primary Period for a period beginning on the day following the end of the Primary Period and ending on the date that is the ninety-ninth (99th) anniversary of the Effective Date.
- 4. <u>Permitted Uses</u>. The permitted use of the Leased Land and the Improvements located thereon shall be limited to the uses set forth on Exhibit B attached hereto.
- 5. <u>Incorporation by Reference; No Modification of Lease</u>. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.
- 6. <u>Cancellation of Memorandum of Lease</u>. Upon the Lease Expiration Date or earlier termination of the Lease, Landlord shall prepare and Tenant shall execute, acknowledge and deliver to Landlord within 10 Business Days after receipt of Landlord's written request a quitclaim deed conveying to Landlord any and all interest Tenant may have under the Lease, or such other document or documents terminating this Memorandum as Landlord may require in its reasonable discretion. Landlord is authorized to immediately record such documents upon receipt of same from Tenant.
- 7. Option to Purchase. Pursuant to the Lease, Landlord has granted Tenant the option to purchase the Property, subject to the terms and conditions of the Lease, for a period commencing on May 1, 2034, and ending at the close of business on October 31, 2034. Should Tenant exercise its option to purchase the Leased Land, the terms and conditions governing its purchase of the Leased Land are set forth in a purchase agreement attached as an exhibit to the Lease.
- 8. <u>Miscellaneous</u>. This Memorandum shall be governed by and construed in accordance with the laws of the State of California. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by Landlord and Tenant. All of the provisions of this Memorandum shall inure to the benefit of and shall be binding upon the successors and assigns of Landlord and Tenant. This Memorandum may be executed in two or more counterparts and by different parties in different counterparts, all of which together shall constitute one and the same original.

(Signatures on following page.)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the date first written above.

LAN	DLORD:	TENANT:
CON	TH ORANGE COUNTY IMUNITY COLLEGE DISTRICT, a c agency	ACS DEVELOPMENT GROUP, INC., a California corporation
Ву:	Ann-Marie Gabel,	By:Fred F. Alaghband
	Vice Chancellor, Business Services	Title:

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 CALIFORN			
COUNTY OF ORANGE			
On	, 20, before me, _	(here ince	ert name and title of the
officer)		(here mse	at name and title of the
personally appeared			
subscribed to the within	instrument and acknowled capacity(ies), and the	wledged to me that he/s nat by his/her/their sign	on(s) whose name(s) is/are she/they executed the same nature(s) on the instrument xecuted the instrument.
I certify under PENAL' foregoing paragraph is tr		der the laws of the S	tate of California that the
WITNESS my hand and	official seal.		
		(Seal)	
Signa	ture		
• 1	1 0	•	dentity of the individual who ness, accuracy, or validity of
STATE OF CALIFORN	ĪA		
COUNTY OF ORANGE	3		
On	, 20, before me, _		_
officer)		(here inse	ert name and title of the
personally appeared			
personany appeared			
subscribed to the within	instrument and acknowled capacity(ies), and the	wledged to me that he/s nat by his/her/their sign	on(s) whose name(s) is/are she/they executed the same nature(s) on the instrument xecuted the instrument.
I certify under PENAL' foregoing paragraph is tr		der the laws of the S	tate of California that the
WITNESS my hand and	official seal.		
		(Seal)	
Signa	fure		

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

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THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65"56'23" EAST, 340.25 FEET;

THENCE NORTH 12°33'33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86°54'41" WEST, 36.27 FEET:
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

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- THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.474 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

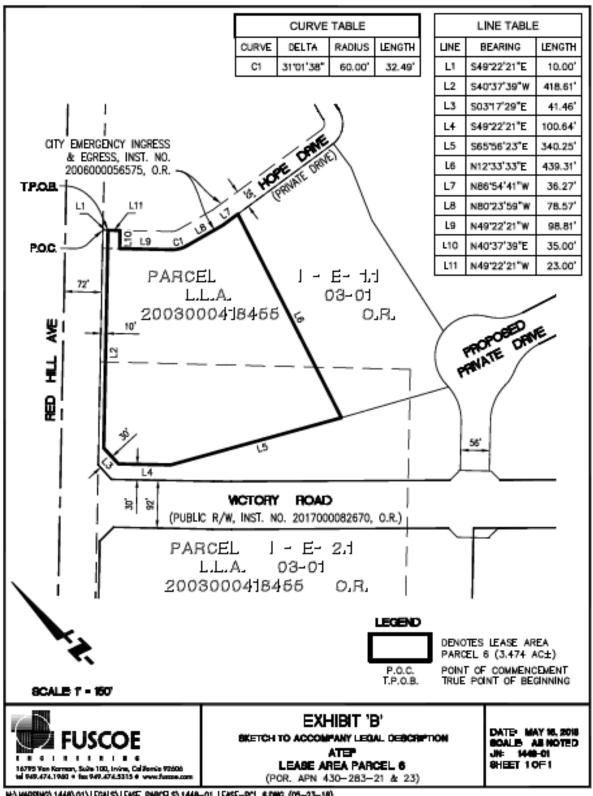
DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING



PAGE 2 OF 2

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NE\WAPPING\1448\01\LEGALS\LEASE PARCELS\1448-01 LEASE-PCL 6.0NG (05-23-18)

EXHIBIT B

Permitted Uses

Medical office building for medical and health-care related uses.

EXHIBIT F

Common Infrastructure

None

EXHIBIT G

Determination of Adjusted Base Rent and Purchase Market Value

- **G.1 Adjusted Base Rent; Market Value**. Section 4.5 of this Lease provides for an adjustment of the Annual Base Rent upon each Market Rent Adjustment Date. In addition, in the event that Tenant timely exercises the Purchase Option pursuant to Section 21.1 of this Lease, Section 21.2 of this Lease provides that the purchase price of the Leased Land shall be equal to its Market Value as of May 1, 2034. All capitalized terms not otherwise defined in this Exhibit G shall have the meanings set forth in the body of this Lease.
- **G.1.1** The "Adjusted Base Rent" shall be equal to an amount that is the greater of the following amounts:
- **G.1.1.1** One hundred ten percent (110%) of the Annual Base Rent in effect on the day prior to the Market Rent Adjustment Date; or
- **G.1.1.2** The product of seven percent (7%) and the Market Value (as defined below) as of the applicable Market Rent Adjustment Date.
- **G.1.2 "Market Value"** means the "market value" of the Leased Land only, as the term "market value" is defined in Dictionary of Real Estate Appraisal as published by The Appraisal Institute (or if such Dictionary is no longer published, then such other reference work published by a nationally recognized professional association for appraisers as may be designated by Landlord in its reasonable discretion), taking into account each of the following assumptions and hypothetical conditions:
- **G.1.2.1** The Market Value shall be based on the then-current market value for vacant land in the Central Orange County Area, fully entitled for office use with a floor area ratio (*i.e.*, the ratio of the square footage of floor area of the building to the square footage of the land) similar to that of the Improvements (0.35).
- **G.1.2.2** The Leased Land is assumed to be a "finished lot" with grading completed, adequate utilities, roadways, and access to a public road adjacent to the boundary of the Leased Land.
- **G.1.2.3** There are no moratoriums or other governmental restrictions on the development of the Leased Land.
- **G.1.2.4** Industry-recognized approaches to determine the value of the Leased Land shall be utilized, including the "sales comparison" approach.

- **G.1.2.5** No rent or rent resets, or assessed value or tax appeals, may be used as evidence of Market Value, market rent or rate of return of any property.
- **G.1.2.6** No consideration shall be given to any environmental or archeological condition or cultural, endangered species or similar matters existing on the Leased Land.
- **G.1.2.7** For the purposes of determining the Purchase Market Value, the Adjusted Base Rent shall be determined based on the assumption that a Market Rent Adjustment Date occurred on the Purchase Price Determination Date.
- **G.1.3 "Purchase Market Value"** shall mean the Market Value as of the Purchase Price Determination Date.
 - **G.1.4 "Purchase Price Determination Date"** shall mean May 1, 2034.
- Shall be determined as follows: (a) in the case of an adjustment of the Annual Base Rent, the Negotiation Period shall commence on the one hundred eightieth (180th) day prior to each Market Rent Adjustment Date and continue for sixty (60) days thereafter; and (b) in the case of a Purchase Market Value determination, the Negotiation Period shall be a period of sixty (60) days after the date that Tenant delivers its notice of exercise as to the Purchase Option as provided in Section 21.5 of this Lease. During the Negotiation Period, Tenant and Landlord shall use good faith efforts to decide on the Adjusted Base Rent or the Purchase Market Value, as applicable. If Tenant and Landlord are able to agree on the Adjusted Base Rent during the Negotiation Period, the parties shall execute and amendment to this Lease stating amount of Adjusted Base Rent. If Tenant and Landlord are able to agree on the Purchase Market Value during the Negotiation Period, the parties shall insert the Purchase Market Value into the Purchase Agreement to be executed pursuant to Section 21.5 of this Lease.

G.3 Arbitration.

- G.3.1 Naming of Arbitrators. If Tenant and Landlord are unable to agree on the Adjusted Base Rent or the Purchase Market Value (as applicable) during the Negotiation Period, then the Adjusted Base Rent or the Purchase Market Value (as applicable) shall be determined by binding arbitration pursuant to this Section G.3 (the "Arbitration"). Within ten (10) days after the end of the Negotiation Period, each Party shall appoint an appraiser, which appraiser shall meet the qualifications set forth below. In the event a Party fails to appoint an appraiser within such ten (10) day period, then the single appraiser appointed by the other Party shall be the sole appraiser and shall set the amount of Adjusted Base Rent or the Purchase Market Value (as applicable). Each of the appraisers shall meet the following minimum qualifications:
- (a) Shall qualify as an expert in the valuation of property used or intended to be used for the purposes set forth in this Lease;

- (b) Shall be an independent person, not currently or previously an employee, agent or business associate of Landlord or Tenant, or of any financial institutions with legal interests in the Premises;
- (c) Shall be a member of The Appraisal Institute holding the MAI designation (or a member of a successor organization holding the highest designation);
- (d) Shall not have performed any services for either Landlord or Tenant in the previous five (5) years; and
- (e) Shall have at least ten (10) years' experience appraising commercial property in Orange County, California.
- **G.3.2 Selection of Arbitrators**. For the purposes of this <u>Section G.3</u>, (a) the "**Arbitrators**" shall mean the appraisers selected pursuant to the foregoing procedure, and (b) the "**Arbitrators Selection Date**" shall be the date that both of the Arbitrators have been selected pursuant to the foregoing procedure. The Arbitrators shall be authorized to issue the Decision pursuant to <u>Section G.3.3</u> below and notify Landlord and Tenant thereof, and the Arbitrators' decision shall be binding upon Landlord and Tenant.

G.3.3 Final Proposals and Decision.

- Within ten (10) days following the Arbitrators Selection Date, G.3.3.1 each Party shall submit its best and final and binding Adjusted Base Rent or Purchase Market Value proposal (as applicable) to the Arbitrators (each, a "Final Proposal"). Within thirty (30) days following the submission of the Final Proposal by each of the Parties, the Arbitrators shall render a decision (the "Decision") indicating whether Landlord's or Tenant's submitted Final Proposal is closer to the Adjusted Base Rent or Purchase Market Value (as applicable) as determined by the Arbitrators. Arbitrators are unable to agree within such thirty (30) day period, then they shall select and appoint in writing a third appraiser meeting the qualifications set forth in Section G.3.1 above and give written notice thereof to the Parties, or if the two Arbitrators shall fail to select a third appraiser within ten (10) days after the expiration of such thirty (30) day period, then an arbitrator shall be appointed pursuant to California Code of Civil Procedure Section 1281.6 (or a successor statute), who shall be requested to appoint a third appraiser meeting the qualifications set forth in Section G.3.1 above. The third appraiser shall also be an Arbitrator for the purposes of this Lease.
- **G.3.3.2** Within thirty (30) days after the appointment of the third Arbitrator, the third Arbitrator shall submit to the Parties and the two other Arbitrators a written statement of the third Arbitrator's determination of the Adjusted Base Rent or Purchase Market Value (as applicable). If the third Arbitrator is to determine the amount of Adjusted Base Rent, then the Adjusted Base Rent shall be whichever of the Landlord's or Tenant's Final Proposal is closer to the amount of the Adjusted Base Rent determined by the third Arbitrator; provided however, if the Adjusted Base Rent established by the third Arbitrator is equally close to Landlord's and Tenant's Final Proposal, then the Adjusted Base Rent shall be equal to the Adjusted Base Rent determined by the third

Arbitrator. If the third Arbitrator is to determine the Purchase Market Value, then the Purchase Market Value shall be whichever of the Landlord's or Tenant's Final Proposal is closer to the Purchase Market Value determined by the third Arbitrator; provided however, if the Purchase Market Value established by the third Arbitrator is equally close to Landlord's and Tenant's Final Proposal, then the Purchase Market Value shall be equal to the Purchase Market Value determined by the third Arbitrator.

- **G.3.3.3** Each Party shall bear the cost of the Arbitrator appointed by such Party. The cost of the third Arbitrator shall be paid by Landlord and Tenant equally.
- **G.3.3.4** If, for any reason, the Arbitrators have not issued the Decision as to the Adjusted Base Rent by the date such information is required in order to determine the Adjusted Base Rent payable under this Lease, then, until such Decision is issued, Tenant shall make monthly payments of the Adjusted Base Rent equal to the average of Landlord's Final Proposal and Tenant's Final Proposal) but in no event shall the Adjusted Base Rent be less than the Adjusted Base Rent determined in accordance with Section G.1.1.1 above. Within thirty (30) days after the Decision, Landlord and Tenant shall make applicable credits or payments.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING UNDER THIS <u>SECTION G.3</u> DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS <u>SECTION G.3</u>. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING UNDER THIS <u>SECTION G.3</u> TO NEUTRAL ARBITRATION.

LANDLORD:	TENANT:
T 1.1.1	
Initials	Initials

G.4 Judicial Reference Proceeding. If a Party causes the other Party to commence a Judicial Reference Proceeding to compel the Arbitration and if the filing Party prevails in the Judicial Reference Proceeding (including the dismissal of the action because of the other Party's subsequent compliance), then the defaulting Party shall pay the entire cost of the Arbitrators and the prevailing Party's attorneys' fees and costs. If there are any disputes on these matters, then after the issuance of the Decision, either party may commence a Judicial Reference Proceeding as to such matter. Notwithstanding the

foregoing, the amount of attorneys' fees of the prevailing party shall be limited as set forth in <u>Section 22.19</u> of this Lease.

EXHIBIT H

Permitted Uses and Educational Opportunities

Uses: Medical office building for medical and allied health services and other health-care related uses.

Educational Opportunities: See following two (2) pages.

ACS Educational Opportunities

	Category of	Activity		Unit of	Value	EO Credits*
	Activity			measurement		
1.	Educational Support to Landlord/Programs	a	Sponsorship of college events and scholarships	\$ value	HIGH	0.5 for each EO Measure**
		b	Equipment & supplies	\$ value	HIGH	0.5 for each EO Measure
		С	Clinical ¹ placement/apprenticeship	# of clinical placements	HIGH	5
		d	Program Advisory Participation ²	# of members serving	HIGH	4
2.	Educational Support to Landlord	e	Hiring of Landlord Students	# of hires	HIGH	5
	Students	f	Paid Internship placements (Internship at least 17 weeks)	# of paid internships placements	HIGH	4
		g	Unpaid Internship placements (Internship at least 17 weeks)	# of unpaid internships placements	MID	3
		h	Industry tours	# of tours provided	LOW	1
		i	Job shadow placements	# of job shadow placements	LOW	1
		j	Participation in career fairs	# of events	LOW	1
		k	Job interviews	# of students interviewed	MID	2
		1	Mock interviews	# of students in mock interviews	LOW	1
3.	Educational Support to Industry	m	"Contract Education" Contracts ³	# of Tenant clients or \$ value	HIGH	5 for each Tenant client or 0.5 for each EO Measure
		n	Workshops ⁴	# of Tenant clients or \$ value	HIGH	4 for each Tenant client or 0.5 for each EO Measure

Continued on following page.

*One (1) EO Credit equals an EO Satisfaction Percentage of Two and Seven-Tenths percent (2.7%) of the EO Value. Thus, it takes thirty-seven (37) EO Credits to satisfy the EO Value.

**The EO Measure is a method of evaluating Educational Opportunities that are expressed in dollars. One (1) EO Measure is a dollar amount equal from time to time to then current EO Value times the EO Satisfaction Percentage (i.e., Two and Seven-Tenths percent (2.7%). Depending on the Educational Opportunity, an EO Measure may entitle Tenant to less than one (1) EO Credit, e.g., dollar donations are calculated by dividing the dollar amount of the donation by the EO Measure and then multiplying the quotient by 0.5 to determine the number of EO Credits obtained.

¹Clinical placements/apprenticeships – Work-based learning experiences for students in health areas specifically. Contacts with different employers/hospitals/clinics and other "good will" volunteer opportunities in allied health.

²Program Advisory Participation – Programs that lead straight to work to meet workforce demands require employers/partners to participate in an advisory group. The advisory group meets at least two (2) times per year to review curriculum to ensure that it is meeting workforce needs for local businesses and industries. Advisory members may be asked to volunteer in other program activities/events as needed throughout the year.

³Contract Education – SOCCCD provides education to industry partners through a contract. Customized courses to industry partners, built specifically to meet employee professional development needs. Credit, non-credit and certificate programs available.

⁴Workshops – Professional learning opportunities whereby SOCCCD provides workforce training for local employers/industries with custom workshops/trainings for tenants.

EXAMPLES:

Assumptions: a. Annual Base Rent is \$375,192

b. EO Value is \$37,519

c. An EO Measure is equal to 2.7% x EO Value,

(currently 2.7% x x \$37,500 or \$1,012.50)

d. An EO Credit satisfies 2.7% of EO Value

- **1. Donations.** Tenant donates equipment worth \$20,000. Twenty Thousand Dollars is divided by the EO Measure of \$1,012.50 (19.75) and the quotient is then multiplied by 0.5 to arrive at 9.9 EO Credits, with an EO Satisfaction Value of \$10.023.75.
- **2. Internships**. A subtenant of Tenant hires five (5) paid interns for a period of at least 17 weeks. Each internship is worth four (4) EO Credits, for a total of twenty (20) EO Credits. The total EO Satisfaction Value is \$20,250.00.

3. Contract Education.

- **A.** Four (4) subtenants of Tenant enter into Contract Education Contracts with SOCCCD for SOCCCD to provide education to subtenant's employees. Each subtenant contract is worth five (5) EO Credits, for a total of twenty (20) EO Credits. The total EO Satisfaction Value is \$20,250.00.
- **B.** A subtenant of Tenant enters into a Contract Education Contract with SOCCCD with total compensation to SOCCCD of \$10,000. Ten Thousand Dollars is divided by the EO Measure of \$1,012.50 to arrive at 9.9 EO Credits, with an EO Satisfaction Value of \$10,023.75.
- 4. **Industry Tours**. A subtenant of Tenant provides one Industry Tour for ten (10) students. The Industry Tour is worth one (1) EO Credit with an EO Satisfaction Value of \$10,012.50.

EXHIBIT I

Judicial Reference Proceeding

Except as set forth in Section 18.2 of this Lease, and except to the extent another dispute resolution procedure is set forth in this Lease or in the CC&Rs (for example, valuation determinations to be made by appraisers), Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The referee shall award all costs of the reference, including but not limited to the referee's fees, reasonable attorney's fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other person unless all parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter. The judicial reference proceeding shall be conducted in the following manner:

- **I.1.1** Place. The proceedings shall be heard in Orange County, California.
- **I.1.2** Referee. The referee shall be a retired judge who served on the Superior Court of the State of California in the County with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.
- **I.1.3 Commencement and Timing of Proceeding.** The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.
- **I.1.4 Pre-hearing Conferences**. The referee may require pre-hearing conferences.
- **I.1.5 Discovery**. The parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.
- **I.1.6 Motions**. The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to

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

- **I.1.7 Record**. A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.
- **I.1.8 Statement of Decision**. The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.
- **I.1.9 Remedies.** Subject to the terms, conditions, restrictions and limitations on remedies set forth in this Agreement, the referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.
- **I.1.10 Post-hearing Motions**. The referee may rule on all post-hearing motions in the same manner as a trial judge.
- **I.1.11 Appeals**. The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

EXHIBIT J

Form of Building Tenant RNDA

RECORDING REQUESTED BY

as more particularly provided herein.

AND WHEN RECORDED MAIL TO:

JACKSON TIDUS (APB) 2030 Main Street 12th Floor Irvine, CA 92614

(Space above this line for Recorder's use)

RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of this day of, 20, by and between SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, a public agency ("Master Lessor"), ACS DEVELOPMENT GROUP, INC., a California corporation ("Sublessor"), and, a, a, ("Sublessee").
<u>RECITALS</u>
A. Sublessor and Sublessee entered into that certain lease dated
B. Master Lessor is the fee owner of the Premises and leases said Premises to Sublessor pursuant to that certain Ground Lease dated
C. A true, correct and complete copy of the Lease has been furnished to Master Lessor.
D. The parties desire to acknowledge Sublessee's interest in the Premises pursuant to the terms and conditions contained in the Lease for the full balance of the term and any extension provided for therein (the " Term "), so long as Sublessee is not in default under the Lease.
E. Sublessor and Sublessee wish to confirm Master Lessor's agreement that

Sublessee's quiet possession of the Premises will not be disturbed by virtue of the Master Lease,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto hereby agree as follows:

- 1. <u>Recognition and Nondisturbance</u>. So long as the Sublessee is not in default in the payment of rent or other charges due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable notice and cure period, Master Lessor agrees that it shall recognize the Lease and not disturb the Sublessee's possession, use and quiet enjoyment of the Premises under the Lease during the Term thereof.
- 2. <u>Attornment</u>. If the Master Lease terminates for any reason before the expiration of the Term of the Lease, then, subject to <u>Section 3</u> below, Master Lessor shall succeed to the interest of Sublessor under the Lease and Sublessee shall be bound to Master Lessor under all of the terms of the Lease for the remaining balance of the Term, with the same force and effect as if Master Lessor were the landlord under the Lease, and Sublessee hereby attorns to Master Lessor as its landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of any of the parties hereto, immediately upon Master Lessor succeeding to the interest of Sublessor under the Lease.
- 3. Sublessor's Obligations. As used in this Section 3, the term "Sublessor" shall include any present, prior or subsequent landlord (sublessor) under the Lease (other than Master Lessor). If the Master Lease terminates for any reason before the expiration of the Term of the Lease and Master Lessor succeeds to the interest of Sublessor under the Lease, Master Lessor shall not be liable in any way or to any extent to Sublessee under the Lease for, or otherwise bound by, (a) any act, omission or default on the part of Sublessor or for any representation or warranty of Sublessor, or any obligation of Sublessor with respect to the remediation of any hazardous materials on the Premises, and Sublessee shall have no right to assert the same or any damages arising therefrom as an offset or defense against Master Lessor; (b) the commencement or completion of any construction or any contribution toward construction upon the Premises or on any other property or any expansion or rehabilitation of existing improvements thereof, except that Master Lessor shall make available insurance or condemnation proceeds to Sublessee for reconstruction and repair to the same extent that the same would have been made available to Sublessor pursuant to the Master Lease (to the extent allocable to the Premises), and subject to any restrictions set forth in the Master Lease or the Lease regarding reconstruction or repair of improvements; (c) any prepayment of rent, security deposit or any other sum deposited with Sublessor under the Lease and not delivered to Master Lessor, other than the current month's lease rental paid in advance; (d) any disturbance of the Sublessee's quiet possession by Sublessor under the Lease or any person claiming by, through or under Sublessor; and (e) any amendment or modification to the Lease made after the date hereof without Master Lessor's consent. Subject to the foregoing, no provision contained herein shall be deemed an amendment or modification of any provisions contained in the Master Lease or the Lease.
- 4. <u>Binding Effect</u>. The rights and obligations hereunder of Sublessee and Master Lessor shall bind and inure to the benefit of their respective successors and assigns.
- 5. <u>Notices.</u> All notices or other communications between Sublessor or Sublessee required or permitted hereunder shall be in writing and personally delivered or sent by certified

mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

If to Master Lessor: South Orange County Community College District 28000 Marguerite Parkway

Mission Viejo, California 92692

Attention: Ann-Marie Gabel, Vice Chancellor,

Business Services

Email: <u>agabel@socccd.edu</u>

With a copy to: Jackson Tidus

2030 Main Street, Suite 1200 Irvine, California 92614

Attention: Andrew P. Bernstein, Esq. Email: abernstein@jacksontidus.law

If to Sublessor: ACS Development Group, Inc.

4701 Von Karman Ave., Suite 100,

Newport Beach, CA 92660 Attention: Fred F. Alaghband Email: falaghband@acsirvine.com

With a copy to: Rutan & Tucker, LLP

611 Anton, 14th Floor

Costa Mesa, California 92626 Attention: Robert Dillaway, Esq. Email: rdillaway@rutan.com

If to Sublessee:

Attention: _____ Email:

With a copy to:

Attention: _____Email: ____

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next

business day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier.

- 6. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7. Agreement Not to Exceed Term of Master Lease. Notwithstanding anything to the contrary contained herein, in no event shall this Agreement (including without limitation Master Lessor's obligation not to disturb Sublessee's possession of the Premises) extend beyond the term of the Master Lease.
- 8. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) or acknowledgment(s) thereon, provided that such signature and acknowledgment pages are attached to other counterparts identical thereto except having additional signature and acknowledgment pages executed by other parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

MASTER LESSOR:	SOUTH ORANGE COUNTY COLLEGE DISTRICT, a public agency	
	By:	
	Name: Ann-Marie Gabel	
	Title: Vice Chancellor, Business Services	
SUBLESSOR:	ACS DEVELOPMENT GROUP, INC.,	
	a California corporation	
	By:	
	Name: Fred F. Alaghband	
	Title: President	
SUBLESSEE:		
~ 0.2.22.2.22.	a	
	_	
	By:	
	Name:	
	Title:	

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

STATE OF CALIFORNIA COUNTY OF ORANGE
On, 20, before me, (here insert name and title of the
officer)
personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
(Seal)
Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA
COUNTY OF ORANGE
On, 20, before me,
(here insert name and title of the officer)
personally appeared
personary appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
(Seal)
Signature

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

STATE OF CALIFORNIA					
COUNTY OF ORANGE					
On	, 20, before me, _		incont norse	and title	of the
officer)		(nere	insert name	and title	or the
personally appeared					
who proved to me on the basubscribed to the within instin his/her/their authorized conthe person(s), or the entity under PENALTY	trument and acknown apacity(ies), and the pon behalf of which of PERJURY under the post of	wledged to me that nat by his/her/their h the person(s) actor	he/she/they of signature(s) ed, executed t	executed the on the instrume	e same rument nt.
foregoing paragraph is true a					
WITNESS my hand and offi	icial seal.				
		(Seal)			
Signature	2	•			

EXHIBIT A

Legal Description of the Premises

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT K-1

Access Roads Terms and Conditions

This <u>Exhibit K-1</u> sets forth the terms and conditions for the design and construction of the Victory Road Access and the Innovation Drive Access (collectively, the "**Access Roads**"). All capitalized terms not otherwise defined in this <u>Exhibit K-1</u> shall have the meanings set forth in the body of this Lease.

- 1) Plans.
- (a) Access Roads Design Development Plans and DSA Review. Within ninety (90) days after the Effective Date, Tenant shall cause design development plans for the Access Roads (the "Access Roads Design Development Plans") to be prepared. Landlord shall then submit the Access Roads Design Development Plans to the DSA for its preliminary review. If the DSA requires changes in the Access Roads Design Development Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which meeting may include the DSA if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes to the mutual satisfaction of the Parties, then Tenant shall cause its civil engineer and/or architect to revise the Access Roads Design Development Plans so as to address the DSA's changes.
- (b) The Access Roads Construction Plans. Following preliminary review of the Access Roads Design Development Plans by the DSA, Tenant shall employ qualified engineers, at its initial cost and expense to prepare all plans, specifications, document, and drawings necessary and required for the construction of the Access Roads, in conformance with the Access Roads Design Development Plans (collectively, the "Access Roads Construction The Access Roads Construction Plans shall conform to all Plans"). applicable Governmental Requirements, including the Field Act and the Tenant shall submit the Access Roads DSA's rules and regulations. Construction Plans to Landlord, and Landlord shall have thirty (30) days to approve or disapprove the same in its reasonable discretion. If Landlord disapproves the Access Roads Construction Plans, then the Parties shall meet in good faith to resolve Landlord's issues. Failure of Landlord to give notice of approval or disapproval of the Access Roads Construction Plans within the applicable time period set forth above shall be deemed approval. Tenant shall pay all permit fees, inspection fees, connection fees, and other fees customarily charged by applicable governmental authorities, as may now exist or as may be charged in the future, arising out of or related to the planning, engineering or construction of the Access Roads.
- (c) <u>DSA Review</u>. Following approval or deemed approval of the Access Roads Construction Plans by Landlord, Landlord shall submit the Access Roads Construction Plans to the DSA for full review (i.e., Structural, Fire Life Safety and Access Compliance) and approval for compliance with Governmental Requirements, in accordance with the DSA's rules and regulations. If DSA

requires changes in the Access Roads Construction Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which may include a meeting at the DSA's San Diego office if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes, then the Tenant shall cause its civil engineer and/or architect to revise the Access Roads Construction Plans so as to obtain the approval of the DSA. Landlord shall then submit the revised Access Roads Construction Plans to the DSA for its final approval. Upon the final approval of the Access Roads Construction Plans by the DSA, Tenant shall submit the plans and specifications for the Victory Road Median Improvements ("Median Improvement Plans") to the City for review and approval pursuant to the City's ordinances and regulations. The Access Roads Construction Plans as approved by the DSA, together with the Median Improvement Plans as approved by the City, shall be collectively referred to herein as the "Access Roads Final Plans."

- 2) Budget for Victory Road Median Improvements. Within thirty (30) days after the final approval of the Access Roads Final Plans, Tenant shall prepare and submit to Landlord a line item budget for the design and construction of the Victory Road Median Improvements (the "Median Improvement Budget"). Landlord shall have a period of sixty (60) days to approve or disapprove the Median Improvement Budget in its reasonable discretion. If Landlord disapproves the Median Improvement Budget, then the parties shall meet in good faith to resolve Landlord's objections. The failure of Landlord to give written notice of approval or disapproval of the Median Improvement Budget within such sixty (60) day period shall be deemed to be approval. No construction of the Victory Road Median Improvements shall be commenced until Landlord has obtained BOT approval of the Median Improvement Budget.
- 3) Construction. Within ninety (90) days after approval of the Access Roads Final Plans and the Median Improvement Budget, Tenant shall employ a licensed contractor or contractors to construct and complete Access Roads at the sole cost and expense of Tenant (subject to Section 4 below). The Access Roads construction project shall be let in accordance with the applicable laws, rules, and regulations of all governmental authorities having jurisdiction over the Access Roads. The Access Roads shall be installed in strict compliance with the DSA approved Access Roads Final Plans and this Agreement. All requirements of the applicable storm water pollution protection plans for the Access Roads shall be implemented and maintained by Tenant. In addition, Tenant shall install and maintain construction fencing separating the construction area from non-construction activities.
 - (a) <u>License</u>. During the construction of the Access Roads, upon written request of Tenant, Landlord shall grant to Tenant's contractor(s) a revocable license to use such portions of Parcel D and Parcel 7 as Tenant may reasonably require for the construction of the Access Roads or for the staging of construction equipment and materials. The location of the license area shall be subject to

the mutual agreement of the Parties. Tenant shall not interfere with any construction activities of Landlord on Parcel D or Parcel 7. If Tenant's contractor(s) disturb any portion of either of such Parcels, then Tenant shall cause such portion of such Parcels to be restored to its condition prior to the commencement of construction.

- (b) <u>Insurance</u>. Tenant and/or its selected contractor shall obtain and continue in effect or cause to be obtained and continued in effect at all times insurance conforming with the requirements of <u>Section 3.2.12</u> of the Lease. Tenant's and Landlord's obligations to continue in effect (or cause to continue in effect) insurance pursuant to this <u>Section 2(b)</u> shall survive the termination of this Agreement for any reason.
- (c) Notice of Completion; Project Close-Out. Upon satisfactory completion of the Access Roads in accordance with the Access Roads Final Plans, Tenant shall file promptly with the County Recorder of the County of Orange a Notice of Completion pursuant to the provisions of California Civil Code Section 9204. Tenant shall furnish to Landlord a duplicate copy of such Notice of Completion showing thereon the date of filing with the County Recorder. Tenant shall be responsible for obtaining project close-out from the DSA, the Regional Water Quality Control Board and all other applicable governmental authorities. Landlord shall act as liaison in obtaining project close-out from the DSA, and shall assist in the selection of the required DSA certified inspector. Landlord shall provide Tenant with the necessary supplementary condition language to the construction documents for the Access Roads Extension in order to meet DSA inspection and certification requirements. In no event shall the Access Roads be opened for use until project close-out from the DSA has been obtained.
- (d) Time for Completion of Construction. Tenant shall have twelve (12) months after the commencement of construction to complete the construction of the Access Roads (the "Construction Completion Deadline"); provided that the Parties recognize that the Construction Completion Deadline is premised on the Parties being able to timely resolve disagreements as between themselves and the DSA, if any, with respect to obtaining final approvals for the various Access Roads plans called for under this Agreement, and to that end the Parties agree to timely cooperate in good faith to resolve such issues. In the event that Tenant is prevented from commencing or completing construction because of an event of Force Majeure, then the time for Tenant's performance shall be extended for the period of time equal to the duration of such event of Force Majeure which prevented Tenant from commencing or completing construction, provided that Tenant notifies Landlord in writing within thirty (30) days from the date upon which Tenant became aware of such event of Force Majeure.

- (e) <u>DSA Requirements</u>. Tenant shall comply with all requirements of the DSA in the conduct of the construction of the Access Roads, including the engagement of a Class 1 Inspector of Record certified by the DSA.
- 4) Reimbursement for Median Improvement Costs. At such time as Tenant shall have filed the Notice of Completion for the Access Roads pursuant to Section 3(c) above, Tenant shall deliver a payment request (the "Payment Request") to Landlord. The Payment Request shall set forth an itemized account of all Median Improvement Costs (as defined below), as identified in the accepted bid documents and approved draw requests. Tenant shall provide to Landlord, together with the Payment Request, such written evidence as Landlord shall reasonably require (including but not limited to interim and final waivers of liens) that all consultants, contractors, subcontractors and suppliers of materials and equipment for the design and construction of the Victory Road Median Improvements have been paid, and that no claims on behalf of any of the foregoing persons or entities remain. Landlord shall have the right to review and approve or disapprove the Payment Request and related backup information in its reasonable discretion within thirty (30) days after Landlord's receipt of same, subject to Landlord's audit right set forth in Section 5 below. Landlord's failure to approve or disapprove the Payment Request and related backup information within such thirty (30) day period shall be deemed approval. Within forty-five (45) days after the date that Landlord or "Parcel 7 Holder" shall have commenced construction of vertical improvements on "Parcel 7" (as the quoted terms are defined in the Victory Road Access Grant of Easement), Landlord or Parcel 7 Holder (as applicable) shall pay to Tenant an amount equal to fifty percent (50%) of the Median Improvement Costs pursuant to the Payment Request approved or deemed approved by Landlord, subject to Landlord's audit right set forth in <u>Section 5</u> below. For purposes of this <u>Exhibit K-1</u>, "Median Improvement Costs" shall mean all design and construction costs incurred by Tenant in connection with the Victory Road Median Improvements, to the extent that such costs are incurred in accordance with the Median Improvement Budget approved or deemed approved by Landlord pursuant to Section 2 above.
- 5) Audit. Landlord shall have the right within sixty (60) days after receipt of the Payment Request to require an audit of the books and records of Tenant which pertain to the Median Improvement Costs shown in the Payment Request. Such audit shall be conducted by a public accounting firm mutually agreed by the parties. Such audit shall be conducted at Tenant's office during normal business hours and after ten (10) days' prior written notice, and shall be completed within ninety (90) days after Landlord's notification to Tenant that it will require such audit. Landlord or Parcel 7 Holder (as applicable) shall pay to Tenant within forty-five (45) days after commencement of construction of vertical improvements on Parcel 7 an amount equal to fifty percent (50%) of the Median Improvement Costs as calculated by the auditor. If the auditor determines that the Median Improvement Costs were overstated by ten percent (10%) or more, then Tenant shall pay the reasonable expenses of the audit. Otherwise, Landlord shall pay such expenses.

EXHIBIT K-2

Victory Road Access Grant of Easement

RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL TO:	
JACKSON TIDUS (APB) 2030 MAIN STREET 12 TH FLOOR IRVINE, CA 92614	
Exempt from Recording Fees Per Government Code Section 27383	

Space Above This Line Reserved for Recorder's Use

GRANT OF EASEMENT (Victory Road Access)

THIS GRANT OF EASEMENT (this "Grant") is dated this ___ day of ____, 20__, and is entered into by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("SOCCCD") and ACS DEVELOPMENT GROUP, INC., a California corporation ("Parcel 6 Holder"). Parcel 6 Holder and SOCCCD are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Parcel 6 Holder is the holder of a ground leasehold interest in certain real property ("Parcel 6") in the City of Tustin, County of Orange, State of California, more particularly described on Exhibit A attached hereto, which real property is referred to on the Conceptual Plan (as defined below) as "Parcel 6." The ground leasehold interest was created pursuant to that certain Ground Lease (the "Ground Lease") between SOCCCD, in its capacity as the owner of fee title to Parcel 6, and Parcel 6 Holder dated _______, 20___, a Memorandum ("Memorandum") of which has been recorded in the Official Records of Orange County, California ("Official Records") concurrently herewith.
- B. Parcel 6 Holder intends to construct and maintain a medical office building on Parcel 6.
- C. A conceptual plan (the "Conceptual Plan") for the medical office building and adjacent Parcels is attached hereto as Exhibit B.
- D. SOCCCD is the owner of fee title to certain real property identified on the Conceptual Plan as Parcel D ("**Parcel D**") and more particularly described on <u>Exhibit C</u> attached hereto.

- E. Parcel 6 Holder has agreed to design, construct and maintain an access road (the "Access Road") across Parcel D connecting Parcel 6 to Victory Road.
- F. SOCCCD is also the owner of fee title to Parcel 7, which is contiguous to Parcel 6 and is more particularly described on Exhibit D attached hereto ("Parcel 7").
- G. Parcel 6 Holder has agreed that the Access Road shall be constructed so as to afford access from Victory Road to Parcel 7 as shown on the Conceptual Plan as well as to Parcel 6.
- H. It is the intention and desire of the Parties to enter into this Grant to provide for (1) Parcel 6 Holder's non-exclusive easement for purposes of ingress and egress to Parcel 6 over and across Parcel D via the Access Road, (2) SOCCCD's reservation of a non-exclusive easement over a portion of Parcel D for the benefit of Parcel 7, and the grant by Parcel 6 Holder of a non-exclusive easement over a portion of Parcel 6 for the benefit of Parcel 7, for purposes of ingress and egress to Parcel 7 via the Access Road, (3) a temporary construction easement over Parcel D and Parcel 7 for purposes of the construction and installation of the Access Road pursuant to the terms of the Ground Lease (the "Work"), (4) Parcel 6 Holder's obligation to maintain the Access Road and (5) a non-exclusive easement in favor of Parcel 6 Holder to maintain the Access Road.
- I. Pursuant to the Ground Lease, Parcel 6 Holder has an option to purchase fee title to Parcel 6 in 2034. It is the intention of the Parties that the rights and obligations running with Parcel 6 Holder's leasehold interest in Parcel 6 shall apply also to Parcel 6 Holder's fee interest therein if and when it is acquired by Parcel 6 Holder pursuant to the Ground Lease.
- J. SOCCCD intends to enter into a ground lease of Parcel 7 after the recordation hereof and may sell fee title to Parcel 7 in or after 2034. SOCCCD's rights as owner of Parcel 7 are intended to inure to the benefit of any subsequent holder of a leasehold or fee interest in Parcel 7. The owner of a leasehold or fee interest in Parcel 7 (other than SOCCCD) is hereinafter called the "Parcel 7 Holder."
- K. Parcel D has been designated "Project Common Area", as defined in that certain Declaration of Covenants, Conditions and Restrictions for Advanced Technology & Education Park recorded on July 12, 2018, as Document No. 2018000255183 of Official Records, as modified by that certain Supplemental Declaration recorded in the Official Records on March 8, 2019, as Instrument No. 2019000073116, as further modified by that certain Supplemental Declaration recorded in the Official Records on _______, 20__ as Instrument No. ______, as modified, the "Project Declaration").
- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parcel 6 Holder and SOCCCD hereby agree as follows:

1. Access Road Easement.

- 1.1 Grant of Access Road Easement for Parcel 6. Subject to all of the terms and conditions hereof, SOCCCD hereby grants to Parcel 6 Holder and to all subsequent holders of a ground leasehold or a fee interest in Parcel 6 and their agents, employees, contractors, representatives, guests and invitees, (collectively, "Parcel 6 Permittees"), a non-exclusive perpetual easement for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, in order to provide access from Parcel 6 to and from the public street known as Victory Road via the Access Road across a portion of Parcel D as shown on the Conceptual Plan (the "Access Road Easement Area").
- all of the terms and conditions hereof, SOCCCD, in its capacity as owner of Parcel 7, hereby reserves for itself in its capacity as owner of Parcel 7, all subsequent holders of a fee or leasehold interest in Parcel 7 and their agents, employees, contractors, representatives, guests and invitees (collectively, "Parcel 7 Permittees"), a non-exclusive perpetual easement for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, over the Access Road Easement Area on Parcel D in order to provide access from Parcel 7 to and from the public street known as Victory Road across the Access Road Easement Area. Parcel 6 Holder hereby grants to SOCCCD, in its capacity as owner of Parcel 7 and to all subsequent holders of a fee or leasehold interest in Parcel 7 and to Parcel 7 Permittees a non-exclusive perpetual easement over that portion of Parcel 6 included in the Access Road Easement Area for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, in order to provide access to Parcel 7 to and from the public street known as Victory Road.
- 1.3 Occupant Maintenance Item. Pursuant to the Project Declaration, the Access Road Easement Area is an "Occupant Maintenance Item" in favor of the Project Operator (the "Project Operator") under the Project Declaration and, as such, shall be subject to those provisions of the Project Declaration that govern such Occupant Maintenance Items. Parcel 6 Holder and SOCCCD, in its capacity as owner of Parcel 7, acknowledge that the Access Road Easement Area is subject to the provisions of the Project Declaration that permit the Project Operator to enter upon the Access Road Easement Area for the purpose of maintaining Infrastructure Improvements or other Common Maintenance Items, as such terms are defined in the Project Declaration.
- 1.4 <u>Threat to Insurance</u>. Neither Parcel 6 Holder nor Parcel 6 Permittees nor SOCCCD, in its capacity as owner of Parcel 7 nor the Parcel 7 Holder nor Parcel 7 Permittees shall perform any activity on or in relation to the Access Road Easement Area which would (a) cause or threaten the cancellation of any insurance covering any portion thereof, or (b) increase the insurance rates applicable to the insurance for the Access Road Easement Area required pursuant to <u>Section 6</u> below over the rates which would otherwise apply, unless the responsible Party pays the increased insurance costs.

2. Construction Easement.

2.1 Initial Construction.

- (a) <u>Grant of Construction Easement</u>. Subject to all of the terms and conditions hereof, SOCCCD, in its capacity as owner of Parcel D and in its capacity as owner of Parcel 7, hereby grants to Parcel 6 Holder a temporary, non-exclusive easement (the "Construction Easement") over that portion of Parcel D and that portion of Parcel 7 shown on Exhibit E attached hereto (the "Construction Easement Area"). The Construction Easement shall include rights of ingress and egress over Parcel D and Parcel 7 as may be reasonably required in connection with the performance of the Work.
- (b) <u>Termination of Construction Easement</u>. The Construction Easement shall automatically terminate upon completion of the Work as set forth in the Ground Lease.
- (c) <u>Indemnity</u>. Parcel 6 Holder shall protect, indemnify, defend and hold harmless SOCCCD, Parcel 7 Holder and the Project Operator and their respective agents, contractors, employees, principals, and officers, with counsel reasonably acceptable to SOCCCD, from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs and expenses (all of the foregoing, collectively "Liabilities"), resulting from Parcel 6 Holder's performance of the Work and maintenance of the Access Road, except as to those Liabilities attributable to the gross negligence or willful misconduct of SOCCCD, Parcel 7 Holder or the Project Operator or their respective agents, contractors, employees, principals, and officers. Parcel 6 Holder's indemnification obligations set forth herein shall survive the termination of this Grant for any reason.
- (d) Metes and Bounds. As soon as practicable after the completion of the construction of the Access Road, Parcel 6 Holder shall cause to be prepared a metes and bounds description of the actual location of the Access Road Easement Area and shall submit the same to SOCCCD for its approval. Upon the approval by SOCCCD of the metes and bounds description of the Access Road Easement Area, SOCCCD and Parcel 6 Holder shall execute in recordable form an amendment to this Grant using the metes and bounds description as a substitute and replacement for the description of the Access Road Easement Area shown on Exhibit B attached hereto. SOCCCD shall promptly cause such amendment to be recorded in the Official Records.
- 2.2 <u>Binding Effect</u>. Each of the easements and rights created by this Agreement (a) is appurtenant to or for the benefit of, as applicable, the ownership of a fee or leasehold interest in Parcel 6 and Parcel 7; (b) is a burden on the ownership interest in the fee of Parcel D; (c) is a burden on the ownership of a fee or leasehold interest in Parcel 6, (d) shall run with the ownership of a fee or leasehold interest of the real property benefited and burdened; (e) is enforceable from time to time by the owner or holder of a fee or leasehold interest in Parcel 6; (f) is enforceable from time to time by the owner or holder of a fee or leasehold interest in Parcel 7; (g) is enforceable from time to time by SOCCCD, and (h) may not be transferred,

assigned or encumbered except as an appurtenance to the ownership interest in fee or the leasehold interest in Parcel 6 or Parcel 7.

3. Parcel 6 Holder's Construction and Maintenance Obligations.

- General. Parcel 6 Holder shall be solely responsible for the initial design and construction of the Access Road; provided however, that at such time as Landlord or Parcel 7 Holder shall have commenced construction of vertical improvements on Parcel 7. Landlord or Parcel 7 Holder (as applicable) shall reimburse Parcel 6 Holder for fifty percent (50%) of the "Median Reimbursement Costs" (as such term is defined in the Ground Lease), on the terms and conditions set forth in the Ground Lease. Following the completion of construction of the Access Road, Parcel 6 Holder shall maintain the Access Road in good condition and repair and in compliance with applicable law and this Grant, at all times. Parcel 6 Holder hereby accepts this designation and appointment for itself and on behalf of its successors and assigns. Notwithstanding the foregoing, the Parcel 7 Permittees shall not use the Access Road for purposes of construction ingress and egress to and from Parcel 7 during the initial construction of buildings and other improvements on Parcel 7, and in the event any material damage is caused to the Access Road by the Parcel 7 Permittees during the initial construction of buildings and other improvements on Parcel 7, then Parcel 6 Holder shall have the right, in its reasonable discretion, to either (i) repair the Access Road itself, in which event Parcel 7 Holder shall reimburse Parcel 6 Holder for Parcel 6 Holder's reasonable out-of-pocket expenses incurred in connection with such repair within forty-five (45) days after Parcel 7 Holder's receipt of an invoice from Parcel 6 Holder of such expenses, accompanied with reasonable back-up documentation; or (ii) cause Parcel 7 Holder to repair any such damage at Parcel 7 Holder's sole cost and expense, in which event Parcel 7 Holder shall have the right to enter the Access Road Easement Area as necessary to complete such repair. In the event Parcel 6 Holder elects to cause Parcel 7 Holder to repair any such damage in accordance with the preceding sentence, Parcel 7 Holder shall protect, defend, indemnify and hold harmless Parcel 6 Holder from any and all Liabilities resulting from Parcel 7 Holder's performance of such work.
- 3.2 Specific Maintenance Items. With costs to be allocated pursuant to Section 4.2 below (except as otherwise provided in Section 3.1 above), Parcel 6 Holder's obligations under this Section 3 shall include, without limitation, (a) maintenance of the Access Road Easement Area in a clean and neat condition free from debris and litter; (b) maintaining, repairing and resurfacing the Access Road to ensure the Access Road is at all times functional in accordance with its purpose and design; and (c) all other necessary general maintenance of the Access Road. Parcel 6 Holder shall at all times have the right to temporarily restrict use and enjoyment by SOCCCD, Parcel 7 Holder or Parcel 7 Permittees to all or any portion of the Access Road as reasonably necessary in the performance of its maintenance obligations.
- 3.3 <u>Repairs and Expenses</u>. Except as otherwise provided in <u>Section 3.1</u> above, if either Party determines that the Access Road requires repair, resurfacing or replacement, such Party shall notify the other Party in writing and the Parties shall thereafter, within thirty (30) days, jointly adopt a plan for the investigation of the need for such repair, resurfacing or replacement, and, if necessary, jointly adopt plans, specifications and a budget for such repair,

resurfacing or replacement. Except as otherwise provided in <u>Section 3.1</u> above, the costs of all such investigation, design and repair shall be borne equally between the Parties.

4. Maintenance.

- 4.1 <u>Maintenance Costs</u>. The term "**Maintenance Costs**" shall mean all costs and expenses actually and reasonably incurred for maintenance, repair, resurfacing and replacement for the Access Road as required pursuant to <u>Section 3</u> above and insurance as required pursuant to <u>Section 6</u> below. Without limitation of the foregoing, Maintenance Costs shall include such reserves as Parcel 6 Holder deems to be reasonably necessary for repair and replacement of the Access Road.
- Sharing of Maintenance Costs. Except as otherwise provided in Section 3.1 above, Maintenance Costs incurred from and after the date that Parcel 7 Holder commences construction of vertical improvements on Parcel 7 shall be borne equally between Parcel 6 Holder and Parcel 7 Holder. Parcel 6 Holder shall prepare and deliver to Parcel 7 Holder, on a quarterly basis, an invoice setting forth the Maintenance Costs incurred during the previous calendar quarter, which invoice shall be accompanied with reasonable back-up documentation of such Maintenance Costs. Parcel 7 Holder shall pay its proportionate share of the Maintenance Costs within forty-five (45) days after receipt of such invoice. In the event Parcel 7 Holder fails to timely pay its proportionate share of the Maintenance Costs within such forty-five (45) day period, the amount owed to Parcel 6 Holder shall bear interest at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law from the date due until paid.
- 4.3 Parcel 6 Holder's Maintenance Easement. Subject to all of the terms and conditions hereof, SOCCCD in its capacity as owner of Parcel 7 and Parcel D hereby grants to Parcel 6 Holder a non-exclusive perpetual easement (the "Maintenance Easement") over the portion of the Access Road Easement Area as necessary to maintain the Access Road as provided herein. The Maintenance Easement shall include rights of ingress and egress over Parcel D and Parcel 7 as may be reasonably required in connection with the performance of the maintenance, repair and resurfacing work as provided herein.
- 4.4 Parcel 7 Holder's Limited Right to Cure and Reimbursement. Without limiting any rights of the Project Operator under the Project Declaration, if Parcel 6 Holder fails to reasonably perform its required maintenance obligations under this Grant, then SOCCCD or Parcel 7 Holder shall have the right but not the obligation to perform the required maintenance of the Access Road, but only after thirty (30) days have elapsed after delivery of written notice to Parcel 6 Holder without any attempt by Parcel 6 Holder during such period to perform the required maintenance or to commence maintenance if such work will take longer than thirty (30) days. Parcel 6 Holder shall reimburse SOCCCD or Parcel 7 Holder, as applicable, for the actual maintenance costs incurred in performing such required maintenance within fifteen (15) days after receiving written demand for reimbursement, together with reasonable supporting material. If Parcel 6 Holder fails to reimburse SOCCCD or Parcel 7 Holder as provided above, amounts due but unpaid by Parcel 6 Holder shall bear interest at a per annum rate equal to the lesser of (a)

ten percent (10%) or (b) the maximum rate permitted by law from the date due until the date paid.

5. <u>Damage and Destruction</u>.

- 5.1 <u>Damage and Restoration</u>. Subject to <u>Section 3.1</u> above, in the event of damage to or destruction of the Access Road, Parcel 6 Holder shall, promptly and diligently, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed in accordance with the following requirements:
- (a) <u>Standard of Restoration Work</u>. All restoration work shall be performed in a good and workmanlike manner in accordance with this Grant, the original plans and specifications approved by SOCCCD pursuant to the Ground Lease, the Project Declaration and all applicable requirements of governmental authorities having jurisdiction.
- (b) Sharing of Costs. Except as otherwise provided in Section 3.1 above, all restoration work shall be completed by Parcel 6 Holder. Parcel 7 Holder shall be obligated to reimburse Parcel 6 Holder for one-half (1/2) of the costs of reconstruction or restoration that are incurred from and after the date that Parcel 7 Holder commences construction of vertical improvements on Parcel 7 upon receipt of an invoice setting forth the costs of reconstruction or restoration, which invoice shall be accompanied with reasonable back-up documentation of such costs. Parcel 7 Holder shall pay its proportionate share of such costs within forty-five (45) days after receipt of such invoice. In the event Parcel 7 Holder fails to timely pay its proportionate share of such costs within such forty-five (45) day period, the amount owed to Parcel 6 Holder shall bear interest until paid at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law from the date due until paid.
- (c) <u>Right to Cure</u>. Should Parcel 6 Holder fail or refuse to perform the restoration work, then SOCCCD or Parcel 7 Holder shall have the right to cure Parcel 6 Holder's breach in accordance with the procedures specified in <u>Section 4.4</u> of this Grant.

6. Insurance.

- 6.1 <u>During Construction</u>. During the performance of any Work on the Construction Easement Area, Parcel D and Parcel 7, Parcel 6 Holder shall carry the insurance policies specified in Article 10 of the Ground Lease covering the Access Road Easement Area, Parcel D and Parcel 7. Such insurance policies shall name the Project Operator as an additional insured (in addition to the additional insureds required by Article 10 of the Ground Lease), and shall otherwise comply with the provisions of said Article 10 of the Ground Lease.
- 6.2 <u>Post-Construction</u>. After the Work is completed, the Parties shall maintain the insurance coverage set forth below.

(a) <u>Fire and Casualty Insurance</u>. Parcel 6 Holder shall obtain and maintain at its sole cost and expense the insurance covering the Access Road on the terms and in the amounts specified in Section 8.2.1 of the Project Declaration.

(b) Liability Coverage.

- (i) <u>Parcel 6 Holder</u>. Parcel 6 Holder shall purchase and maintain in effect a policy of commercial general liability insurance written on an occurrence basis with broad form blanket contractual liability and liability limits acceptable to SOCCCD in its reasonable discretion (and in compliance with Section 8.2.1 of the Project Declaration) insuring against liabilities arising out of Parcel 6 Holder's and Parcel 6 Permittees' use of the Access Road Easement Area.
- (ii) <u>Parcel 7 Holder</u>. Parcel 7 Holder shall purchase and maintain (or shall require that its ground lessee purchase and maintain) in effect a policy of commercial general liability insurance insuring against liabilities arising out of Parcel 7 Holder's and Parcel 7 Permittees' use of the Access Road Easement Area on the terms and in the amounts specified in Section 8.2.1 of the Project Declaration.
- (iii) <u>Notice of Cancellation</u>. Parcel 6 Holder and Parcel 7 Holder, as applicable, shall provide notice to SOCCCD if any of the above coverage is suspended, voided, canceled, non-renewed, or reduced in scope or limits. Such notice shall be provided within thirty (30) days of Parcel 6 Holder's or Parcel 7 Holder's receipt of notice of such change in coverage.
- (c) <u>Worker's Compensation</u>. For any maintenance work completed by Parcel 6 Holder or its contractor hereunder, Parcel 6 Holder shall purchase and maintain in effect a policy of worker's compensation insurance with respect to the improvements for which Parcel 6 Holder bears maintenance responsibility under this Grant.
- 6.3 <u>Waiver of Subrogation Rights</u>. Each Party (the "Waiving Party") hereby waives all rights of recovery against the other Parties, the Project Operator and their respective officers, directors, appointed and elected officials, agents, partners, members, employees, faculty and students, for any loss or damage to the Waiving Party or its property arising from any cause insured under the insurance policies required to be carried by this <u>Section 6</u>. The foregoing waiver of subrogation shall apply to the Parcel 7 Holder upon the transfer of a fee or leasehold interest in Parcel 7 to Parcel 7 Holder. Each policy of insurance to be obtained under this <u>Section 6.3</u> shall contain a waiver of subrogation by endorsement or otherwise.
- 7. Post-Construction Mutual Indemnification. From and after the completion of the construction of the Access Road, Parcel 6 Holder shall indemnify, defend and hold harmless SOCCCD, the Parcel 7 Holder and the Project Operator, and Parcel 7 Holder shall indemnify, defend and hold harmless Parcel 6 Holder, SOCCCD and the Project Operator, for all costs and reasonable attorneys' fees associated with any claims for personal injuries or property damage brought by or against each indemnified Party or such indemnified Party's officers, directors, managing agents, employees, members and their respective agents, representatives, employees or

invitees, which arise from damage to the Access Road caused by the negligence or willful act of the indemnifying Party or the indemnifying Party's contractors, agents, representatives, employees or subcontractors.

8. <u>Mortgagee Protection</u>. Notwithstanding all other provisions hereof, no breach of this Grant, nor the enforcement of any provision hereof shall defeat or render invalid the rights of a mortgagee or beneficiary (each, a "Mortgagee") under any recorded mortgage or deed of trust on either Parcel 6 or Parcel 7, or any part thereof, which is made in good faith and for value; provided that after such Mortgagee obtains title thereto by judicial foreclosure or by means of the powers set forth in such mortgage, or deed of trust, or by deed in lieu of foreclosure, such property shall remain subject to this Grant.

9. Miscellaneous.

9.1 <u>Notices</u>. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by (i) personal delivery, (ii) any messenger, (iii) any nationally recognized overnight courier service, or (iv) the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

SOCCCD: South Orange County Community College District

28000 Marguerite Parkway

Mission Viejo, California 92692

Attention: Vice Chancellor, Business Services

Parcel 6 Holder: ACS Development Group, Inc.

4701 Von Karman Ave., Suite 100, Newport Beach, California 92660 Attention: Fred F. Alaghband

Notice shall be deemed to have been given upon the date of delivery, the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no written notice was given, provided that notice given by United States Postal Service shall be deemed to have been given three (3) days after deposit in the United States Postal Service. Notice sent by facsimile is not a valid means of notice under this Section. Each party may designate from time to time, another address in place of the address hereinabove set forth by notifying the other parties in the same manner as provided in this Section.

9.2 <u>No Interference</u>. Except for temporary and reasonable interruptions, which may be required from time to time in connection with the performance of maintenance, construction and repair work by Parcel 6 Holder as permitted herein, the Parties shall not prevent or impair the free use of, or any other right with respect to, any of the access rights and easements granted herein.

- 9.3 <u>Captions; Incorporation by Reference</u>. The captions used herein are for convenience only and are not a part of this Grant and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Grant is hereby incorporated into this document as if set forth in full herein.
- 9.4 <u>Interpretation; Governing Law.</u> This Grant shall be construed as if prepared by both parties hereto. Any rule of law or legal decision that would require interpretation of any ambiguities in this Grant against the drafting party shall not be applicable and is hereby waived. This Grant shall be governed by and construed under the laws of the State of California.
- 9.5 Mechanics' Liens. If a Party (the "Responsible Party") shall permit any mechanics' liens to be filed against another Party's real property (an "Affected Party"), the Responsible Party shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Party's real property. In all events, the Responsible Party shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Party, the Responsible Party shall furnish such security or indemnity to and for the benefit of such Affected Party as may be required to permit a title endorsement or title policy to be issued relating to such Affected Party's real property without showing thereon the effect of such lien.
- 9.6 <u>Duration</u>. The easements created hereby shall be deemed to exist in perpetuity unless they are quitclaimed, or otherwise terminated and extinguished by both Parties.
- 9.7 Force Majeure. If either Party or any other person shall be delayed or hindered in or prevented from the performance of any act required to be performed by such person under this Grant by reason of any of the following events (collectively, "Force Majeure"): acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

9.8 Attorney's Fees.

(a) Action. In the event of any legal action or other proceeding between the Parties regarding this Grant (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, expert witness fees, court costs and litigation expenses, as determined by the court. Notwithstanding the foregoing, the amount of attorneys' fees of the prevailing party under this Section 9.8 shall be limited as set forth below. The average hourly rate of attorneys' fees charged to each party shall first be determined by dividing the total dollar amount of the attorneys' fees charged to such party by the number of hours of attorney time billed by such party's counsel to such party. If the average hourly rate

charged to the prevailing party is greater than that charged to the losing party, then the prevailing party's attorneys' fees shall not be greater than an amount equal to the number of hours spent on behalf of the prevailing party by the prevailing party's counsel times the average hourly rate charged to the losing party by the losing party's counsel.

- (b) Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 9.8(a) above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of Parties that the provisions of this Section 9.8(b) be distinct and severable from the other rights of Parties under this Grant, shall survive the entry of judgment in any Action and shall not be merged into such judgment. The limitation on the prevailing party's attorneys' fees set forth in Section 9.8(a) above shall also apply to this Section 9.8(b).
- 9.9 <u>Severability</u>. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Grant shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Grant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
- 9.10 <u>Binding Effect</u>. Upon the sale, transfer or other conveyance of all or any portion of either Parcel 6 or Parcel D to any person or entity, the seller, transferor or conveyancer shall be released from all obligations and liabilities under this Grant that arise after the date of such sale, transfer or conveyance, and such purchaser or transferee shall automatically be bound thereby.
- 9.11 <u>Injunctive Relief</u>. In the event of any violation or threatened violation of this Grant, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.
- 9.12 <u>Further Actions</u>. Parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Grant.
- 9.13 <u>Counterparts</u>. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but when taken together shall constitute one and the same instrument.
- 9.14 <u>Amendment</u>. This Grant only may be amended by a written instrument executed and acknowledged by Parcel 6 Holder, SOCCCD and the Parcel 7 Holder (if different from SOCCCD) or the respective successors and assigns.

Signatures on following page.

IN WITNESS WHEREOF, the Parties have executed this Grant on the date set forth in their respective acknowledgments below.

SOCCCD:	PARCEL 6 HOLDER:
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency	ACS DEVELOPMENT GROUP, INC., a California corporation
By: Ann-Marie Gabel, Vice Chancellor, Business Services	By: Fred F. Alaghband President

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

STATE OF CALIFORNIA	
ORANGE OF ORANGE	
On, 20, before me, _	
	(here insert name and title of the officer)
personally appeared	
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same nat by his/her/their signature(s) on the instrument h the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY un foregoing paragraph is true and correct.	der the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	-
	(Seal)

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

STATE OF CALIFORNIA	
ORANGE OF ORANGE	
On, 20, before me,	
	(here insert name and title of the officer)
personally appeared	
subscribed to the within instrument and acknown in his/her/their authorized capacity(ies), and t	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same hat by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY unforegoing paragraph is true and correct.	nder the laws of the State of California that the
WITNESS my hand and official seal.	
	_
Signature	
	(Seal)

Exhibit A

Grant of Easements

Legal Description of Parcel 6

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE;

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE **TRUE POINT OF BEGINNING**

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49"22"21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET;

THENCE NORTH 12"33"33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86°54'41" WEST, 36.27 FEET;
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

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- 3) THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01"38":
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.474 ACRES, MORE OR LESS.

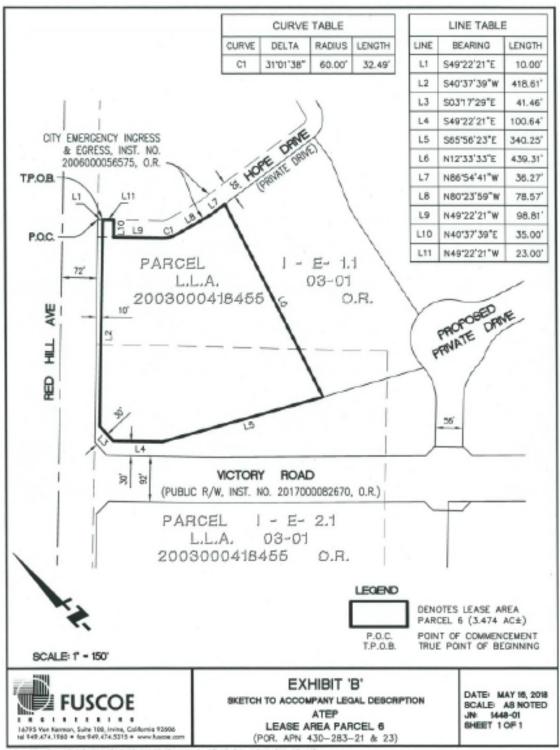
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING No. 7854

PAGE 2 OF 2

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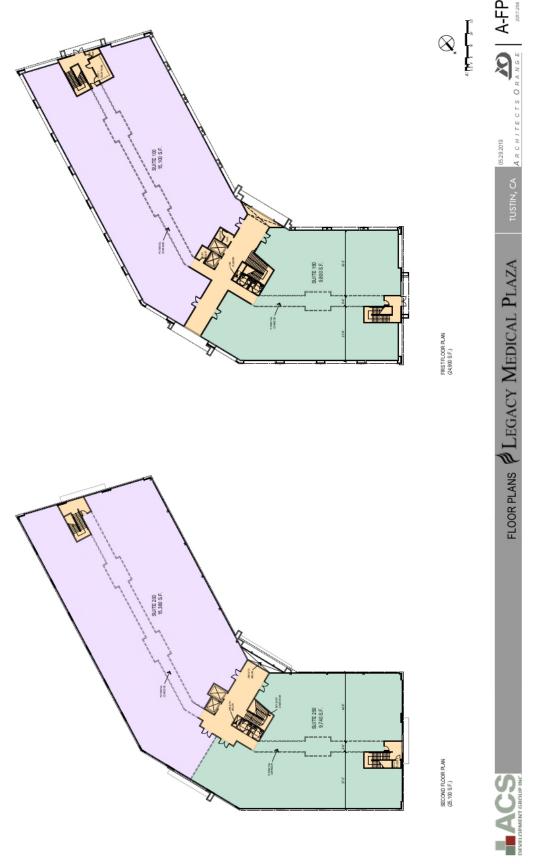
M:\MAPPING\1+48\01\LEGALS\LEAGE PARCELS\1+48-01 LEASE-PCL 6.0WG (05-23-18)

Exhibit B

Grant of Easements

Conceptual Plan





K-2.21

5764-44062\1404201.27



Exhibit C

Grant of Easements

Legal Description of Parcel D

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL D (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49"22"21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1;

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49"22"21" EAST, 100.64 FEET;

THENCE SOUTH 65'56'23" EAST, 340.25 FEET;

THENCE SOUTH 66"35"35" EAST, 214.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 88"35"55" EAST:

THENCE SOUTHERLY ALONG SAID CURVE, 73.40 FEET, THROUGH A CENTRAL ANGLE OF 42°03'20":

THENCE SOUTH 40°39'15" WEST, 93.03 FEET TO THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°20'45" EAST, 62.00 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

PAGE 1 OF 2

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THENCE ALONG THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD THROUGH THE FOLLOWING COURSES:

- 1) NORTH 49°20'45" WEST, 3.06 FEET;
- SOUTH 40°39'15" WEST, 2.45 FEET;
- SOUTH 84*55'22" WEST, 23.73 FEET;
- NORTH 50°48'31" WEST, 419.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,354.00 FEET
- NORTHWESTERLY ALONG SAID CURVE, 33.94 FEET, THROUGH A CENTRAL ANGLE OF 01°26'10";
- NORTH 49°22'21" WEST, 196.34 FEET;
- 7) NORTH 03"17"29" WEST, 37.48 FEET TO SAID GENERAL NORTHWESTERLY LINE OF PARCEL I-E-2.1 BEING ALSO THE SOUTHEASTERLY LINE OF RED HILL AVENUE:

THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE OF VICTORY ROAD, ALONG SAID GENERAL NORTHWESTERLY LINES OF PARCELS I-E-2.1 AND I-E-1.1 NORTH 40°37'39" EAST, 451.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 1.569 ACRES, MORE OR LESS.

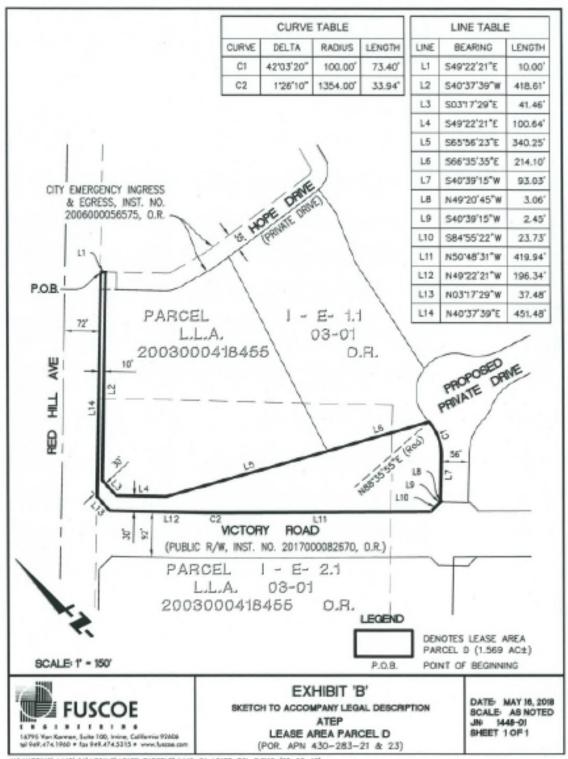
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING No. 7854

PAGE 2 OF 2

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M:\MAPPINC\1448\01\LEGALS\LEASE PARCELS\1448-01 LEASE-PCL D.DWG (05-23-18)

Exhibit D

Grant of Easements

Legal Description of Parcel 7

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 7 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1;

THENCE ALONG SAID PARALLEL LINE SOUTH 40"37"39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03"17"29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 66°35'35" EAST, 214.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 88°35'55" EAST;

THENCE NORTHERLY ALONG SAID CURVE, 5.61 FEET, THROUGH A CENTRAL ANGLE OF 03°12'51" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 79.00 FEET;

THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG SAID CURVE, 112.47 FEET, THROUGH A CENTRAL ANGLE OF 81°34'25";

THENCE NORTH 06°38'45" EAST, 253.78 FEET; PAGE 1 OF 2

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THENCE NORTH 18"09'49" EAST, 108.76 FEET;

THENCE NORTH 02°50'25" EAST, 57.37 FEET TO A POINT ON THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 49.50 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 00°01'41" WEST;

THENCE WESTERLY ALONG SAID CURVE, 2.64 FEET, THROUGH A CENTRAL ANGLE OF 03°03'38":

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE NORTH 86°54'41" WEST, 225.38 FEET TO A LINE WHICH BEARS NORTH 12"33"33" EAST AND PASSES THROUGH THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID LAST LINE SOUTH 12°33'33" WEST, 439.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 2.540 ACRES, MORE OR LESS.

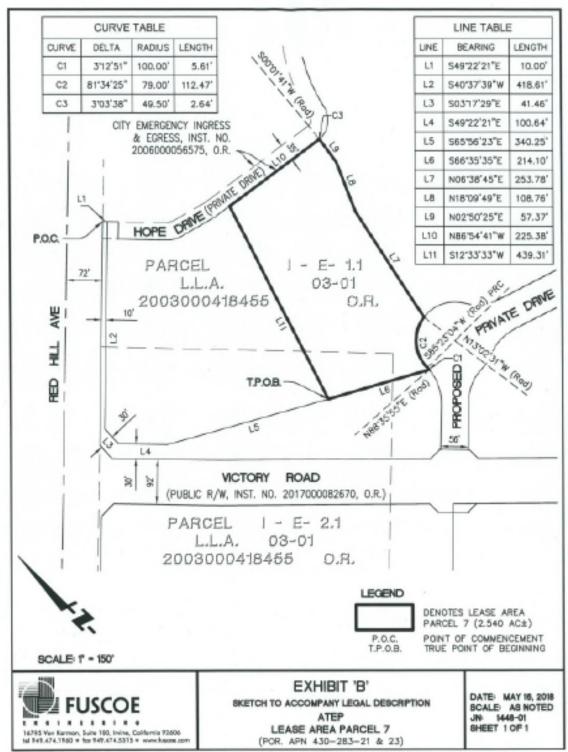
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING AL LAND TO THE SECOND TO THE S

PAGE 2 OF 2

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M:\MAPPING\1448\01\LEGALS\LEASE PARCELS\1448-01 LEASE-PO. 7.0WG (05-23-18)

Exhibit E

Grant of Easements

Construction Easement Area

[To be agreed upon by the parties and attached prior to execution]

EXHIBIT K-3

Innovation Drive Access Grant of Easement

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
JACKSON TIDUS (APB) 2030 MAIN STREET
12 TH FLOOR
IRVINE, CA 92614
Exempt from Recording Fees Per Government Code Section 27383

Space Above This Line Reserved for Recorder's Use

GRANT OF EASEMENT (Innovation Drive Access)

THIS GRANT OF EASEMENT (this "Grant") is dated this ___ day of ___, 20__, and is entered into by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("SOCCCD") and ACS DEVELOPMENT GROUP, INC., a California corporation ("ACS"). ACS and SOCCCD are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. ACS is the holder of a ground leasehold interest in certain real property ("Parcel 6") in the City of Tustin, County of Orange, State of California, more particularly described on Exhibit A attached hereto, which real property is referred to on the Conceptual Plan (as defined below) as "Parcel 6." The ground leasehold interest was created pursuant to that certain Ground Lease (the "Ground Lease") between SOCCCD in its capacity as the owner of fee title to Parcel 6, and ACS dated _______, 20___, a Memorandum ("Memorandum") of which has been recorded in the Official Records of Orange County, California ("Official Records") concurrently herewith.
 - B. ACS intends to construct and maintain a medical office building on Parcel 6.
- C. A conceptual plan (the "Conceptual Plan") for the medical office building and adjacent Parcels is attached hereto as Exhibit B.
- D. SOCCCD is the owner of fee title to Parcel 7 ("Parcel 7"), more particularly described on Exhibit C attached hereto, which is contiguous to Parcel 6.
- E. ACS has agreed to design, construct and maintain an access road (the "Access Road") across Parcel 7 connecting Parcel 6 to Innovation Drive.

- F. SOCCCD is also the owner in fee of Parcel D ("Parcel D") as shown on the Conceptual Plan.
- G. Concurrently herewith, the Parties are recording in the Official Records that certain Grant of Easement (Victory Road Access), whereby ACS and the Parcel 6 Permittees (as defined below) are granted access from Parcel 6 across Parcel D to and from the public street known as Victory Road.
- H. In order to gain access from Victory Road to Parcel 6, ACS and the Parcel 6 Permittees must cross a small portion of Parcel 7, which is within the Access Road Easement Area (as defined below).
- I. It is the intention and desire of the Parties to enter into this Grant to provide for (1) ACS's non-exclusive easement for purposes of ingress and egress to Parcel 6 via the Access Road over and across Parcel 7 to and from Innovation Drive, (2) ACS's non-exclusive easement for purposes of ingress and egress from Parcel 6 to and from Victory Road (3) a temporary construction easement over Parcel 7 for purposes of the construction and installation of the Access Road pursuant to the terms of the Ground Lease (the "Work"), (4) ACS's obligation to maintain the Access Road, and (5) a non-exclusive easement in favor of ACS to maintain the Access Road.
- J. Pursuant to the Ground Lease, ACS has an option to purchase fee title to Parcel 6 in 2034. It is the intention of the Parties that the rights and obligations running with ACS's leasehold interest in Parcel 6 shall apply also to ACS's fee interest therein if and when it is acquired by ACS pursuant to the Ground Lease.
- K. SOCCCD intends to enter into a ground lease of Parcel 7 after the recordation hereof and may sell fee title to Parcel 7 in or after 2034. SOCCCD's rights as owner of Parcel 7 are intended to inure to the benefit of any subsequent holder of a leasehold or fee interest in Parcel 7 (each of which is sometimes hereinafter called a "Subsequent Parcel 7 Holder").
- L. Innovation Drive has been designated "Project Common Area", as defined in that certain Declaration of Covenants, Conditions and Restrictions for Advanced Technology & Education Park recorded on July 12, 2018, as Document No. 2018000255183 of Official Records, as modified by that certain Supplemental Declaration recorded in the Official Records on March 8, 2019, as Instrument No. 2019000073116, as further modified by that certain Supplemental Declaration recorded in the Official Records on _______, 20__ as Instrument No. ______, as modified, the "Project Declaration").
- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACS and SOCCCD hereby agree as follows:

1. Access Road Easement.

1.1 <u>Grant of Access Road Easement for Parcel 6 Access to Innovation Drive.</u> Subject to all of the terms and conditions hereof, SOCCCD hereby grants to ACS and to all subsequent holders of a ground leasehold or a fee interest in Parcel 6 and their agents, employees, contractors, representatives, guests and invitees, (collectively, "Parcel 6 Permittees"), a non-exclusive perpetual easement for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, in order to provide access from Parcel 6 to and from the Project Common Area known as Innovation Drive via the Access Road across a portion of Parcel 7 as shown on the Conceptual Plan (the "Access Road Easement Area").

- 1.2 Grant of Access Road Easement for Parcel 6 Access to Victory Road. Subject to all of the terms and conditions hereof, SOCCCD hereby grants to ACS and the Parcel 6 Permittees a non-exclusive perpetual easement over a portion of the Access Road Easement Area as necessary for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, in order to provide access from Parcel 6 across Parcel D to and from the public street known as Victory Road.
- 1.3 <u>Use of Access Road Easement Area for Parcel 7</u>. ACS acknowledges that SOCCCD and all subsequent holders of a fee or leasehold interest in Parcel 7 and their agents, employees, contractors, representatives, guests and invitees (collectively, "Parcel 7 Permittees") shall have the right to use the Access Road Easement Area for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, over the Access Road Easement Area in order to provide access from Parcel 7 to and from the Project Common Area known as Innovation Drive.
- 1.4 Occupant Maintenance Item. Pursuant to the Project Declaration, the Access Road Easement Area is an "Occupant Maintenance Item" in favor of the Project Operator (the "Project Operator") under the Project Declaration and, as such, shall be subject to those provisions of the Project Declaration that govern such Occupant Maintenance Items. ACS and SOCCCD acknowledge that the Access Road Easement Area is subject to the provisions of the Project Declaration that permit the Project Operator to enter upon the Access Road Easement Area for the purpose of maintaining Infrastructure Improvements or other Common Maintenance Items, as such terms are defined in the Project Declaration.
- 1.5 <u>Threat to Insurance</u>. Neither ACS nor the Parcel 6 Permittees nor SOCCCD nor the Parcel 7 Permittees shall perform any activity on or in relation to the Access Road Easement Area which would (a) cause or threaten the cancellation of any insurance covering any portion thereof, or (b) increase the insurance rates applicable to the insurance for the Access Road Easement Area required pursuant to <u>Section 6</u> below over the rates which would otherwise apply, unless the responsible Party pays the increased insurance costs.

2. <u>Construction Easement.</u>

2.1 Initial Construction.

(a) <u>Grant of Construction Easement</u>. Subject to all of the terms and conditions hereof, SOCCCD hereby grants to ACS a temporary, non-exclusive easement (the "Construction Easement") over those portions of Parcel 7 and Parcel D shown on <u>Exhibit D</u> attached hereto (the "Construction Easement Area"). The Construction Easement shall

include rights of ingress and egress over Parcel 7 and Parcel D as may be reasonably required in connection with the performance of the Work.

- (b) <u>Termination of Construction Easement</u>. The Construction Easement shall automatically terminate upon completion of the Work as set forth in the Ground Lease.
- harmless SOCCCD and the Project Operator and their respective agents, contractors, employees, principals, and officers, with counsel reasonably acceptable to SOCCCD, from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs and expenses (all of the foregoing, collectively "Liabilities"), resulting from ACS's performance of the Work and maintenance of the Access Road, except as to those Liabilities attributable to the gross negligence or willful misconduct of SOCCCD or the Project Operator or their respective agents, contractors, employees, principals, and officers. ACS's indemnification obligations set forth herein shall survive the termination of this Grant for any reason.
- (d) Metes and Bounds. As soon as practicable after the completion of the construction of the Access Road, ACS shall cause to be prepared a metes and bounds description of the actual location of the Access Road Easement Area and shall submit the same to SOCCCD for its approval. Upon the approval by SOCCCD of the metes and bounds description of the Access Road Easement Area, SOCCCD and ACS shall execute in recordable form an amendment to this Grant using the metes and bounds description as a substitute and replacement for the description of the Access Road Easement Area shown on Exhibit B attached hereto. SOCCCD shall promptly cause such amendment to be recorded in the Official Records.
- Agreement (a) is appurtenant to or for the benefit of, as applicable, the ownership of a fee or leasehold interest in Parcel 6 and Parcel 7; (b) is a burden on the ownership interest in the fee of Parcel 7 and Parcel D; (c) is a burden on the ownership of a fee or leasehold interest in Parcel 6, (d) shall run with the ownership of a fee or leasehold interest of the real property benefited and burdened; (e) is enforceable from time to time by the owner or holder of a fee or leasehold interest in Parcel 6; (f) is enforceable from time to time by the owner or holder of a fee or leasehold interest in Parcel 7; and (g) may not be transferred, assigned or encumbered except as an appurtenance to the ownership interest in fee or the leasehold interest in Parcel 6 or Parcel 7.

3. ACS's Construction and Maintenance Obligations.

3.1 <u>General</u>. ACS shall be solely responsible for the initial design and construction of the Access Road. Following the completion of construction of the Access Road, Parcel 6 Holder shall maintain the Access Road in good condition and repair and in compliance with applicable law and this Grant, at all times. Parcel 6 Holder hereby accepts this designation and appointment for itself and on behalf of its successors and assigns. Notwithstanding the foregoing, the Parcel 7 Permittees shall not use the Access Road for purposes of construction ingress and egress to and from Parcel 7 during the initial construction of buildings and other improvements on Parcel 7, and in the event any material damage is caused to the Access Road by

the Parcel 7 Permittees during the initial construction of buildings and other improvements on Parcel 7, then Parcel 6 Holder shall have the right, in its reasonable discretion, to either (i) repair the Access Road itself, in which event Parcel 7 Holder shall reimburse Parcel 6 Holder for Parcel 6 Holder's reasonable out-of-pocket expenses incurred in connection with such repair within forty-five (45) days after Parcel 7 Holder's receipt of an invoice from Parcel 6 Holder of such expenses, accompanied with reasonable back-up documentation; or (ii) cause Parcel 7 Holder to repair any such damage at Parcel 7 Holder's sole cost and expense, in which event Parcel 7 Holder shall have the right to enter the Access Road Easement Area as necessary to complete such repair. In the event Parcel 6 Holder elects to cause Parcel 7 Holder to repair any such damage in accordance with the preceding sentence, Parcel 7 Holder shall protect, defend, indemnify and hold harmless Parcel 6 Holder from any and all Liabilities resulting from Parcel 7 Holder's performance of such work.

- 3.2 Specific Maintenance Items. With costs to be allocated pursuant to Section 4.2 below (except as otherwise provided in Section 3.1 above), ACS's obligations under this Section 3 shall include, without limitation, (a) maintenance of the Access Road Easement Area in a clean and neat condition free from debris and litter; (b) maintaining, repairing and resurfacing the Access Road to ensure the Access Road is at all times functional in accordance with its purpose and design; and (c) all other necessary general maintenance of the Access Road. ACS shall at all times have the right to temporarily restrict use and enjoyment by SOCCCD or the Parcel 7 Permittees to all or any portion of the Access Road as reasonably necessary in the performance of its maintenance obligations.
- 3.3 <u>Repairs and Expenses</u>. Except as otherwise provided in <u>Section 3.1</u> above, if either Party determines that the Access Road requires repair, resurfacing or replacement, such Party shall notify the other Party in writing and the Parties shall thereafter, within thirty (30) days, jointly adopt a plan for the investigation of the need for such repair, resurfacing or replacement, and, if necessary, jointly adopt plans, specifications and a budget for such repair, resurfacing or replacement. Except as otherwise provided in <u>Section 3.1</u> above, the costs of all such investigation, design and repair shall be borne equally between the Parties.

4. Maintenance.

- 4.1 <u>Maintenance Costs</u>. The term "Maintenance Costs" shall mean all costs and expenses actually and reasonably incurred for maintenance, repair, resurfacing and replacement for the Access Road as required pursuant to <u>Section 3</u> above and insurance as required pursuant to <u>Section 6</u> below. Without limitation of the foregoing, Maintenance Costs shall include such reserves as ACS deems to be reasonably necessary for repair and replacement of the Access Road.
- 4.2 <u>Sharing of Maintenance Costs</u>. Except as otherwise provided in <u>Section 3.1</u> above, Maintenance Costs incurred from and after the date that the Subsequent Parcel 7 Holder commences construction of vertical improvements on Parcel 7 shall be borne equally between ACS and the Subsequent Parcel 7 Holder. ACS shall prepare and deliver to the Subsequent Parcel 7 Holder, on a quarterly basis, an invoice setting forth the Maintenance Costs incurred during the previous calendar quarter, which invoice shall be accompanied with reasonable back-up documentation of such Maintenance Costs. The Subsequent Parcel 7 Holder

shall pay its proportionate share of the Maintenance Costs within forty-five (45) days after receipt of such invoice. In the event the Subsequent Parcel 7 Holder fails to timely pay its proportionate share of the Maintenance Costs within such forty-five (45) day period, the amount owed to ACS shall bear interest at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law from the date due until paid.

- 4.3 <u>ACS's Maintenance Easement</u>. Subject to all of the terms and conditions hereof, SOCCCD, in its capacity as owner of Parcel 7, hereby grants to ACS a non-exclusive perpetual easement (the "Maintenance Easement") over the Access Road Easement Area as necessary to maintain the Access Road Easement Area as provided herein. The Maintenance Easement shall include rights of ingress and egress over Parcel 7 as may be reasonably required in connection with the performance of the maintenance, repair and resurfacing work as provided herein.
- 4.4 SOCCCD's Limited Right to Cure and Reimbursement. Without limiting any rights of the Project Operator under the Project Declaration, if ACS fails to reasonably perform its required maintenance obligations under this Grant, then SOCCCD or the Subsequent Parcel 7 Holder (as applicable) shall have the right but not the obligation, to perform the required maintenance of the Access Road, but only after thirty (30) days have elapsed after delivery of written notice to ACS without any attempt by ACS during such period to perform the required maintenance or to commence maintenance if such work will take longer than thirty (30) days. ACS shall reimburse SOCCCD for ACS's share of actual Maintenance Costs incurred by SOCCCD or the Subsequent Parcel 7 Holder (as applicable) in performing such required maintenance within fifteen (15) days after receiving SOCCCD's or the Subsequent Parcel 7 Holder's (as applicable) written demand for reimbursement, together with reasonable supporting material. If ACS fails to reimburse SOCCCD or the Subsequent Parcel 7 Holder (as applicable) as provided above, amounts due but unpaid by ACS to SOCCCD or the Subsequent Parcel 7 Holder (as applicable) shall bear interest at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law from the date due until the date paid.

5. Damage and Destruction.

- 5.1 <u>Damage and Restoration</u>. Subject to <u>Section 3.1</u> above, in the event of damage to or destruction of the Access Road, ACS shall, promptly and diligently, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed in accordance with the following requirements:
- (a) <u>Standard of Restoration Work</u>. All restoration work shall be performed in a good and workmanlike manner in accordance with this Grant, the original plans and specifications approved by SOCCCD pursuant to the Ground Lease, the Project Declaration and all applicable requirements of governmental authorities having jurisdiction.
- (b) <u>Sharing of Costs</u>. Except as otherwise provided in <u>Section 3.1</u> above, all restoration work shall be completed by ACS. The Subsequent Parcel 7 Holder shall be obligated to reimburse ACS for one-half (1/2) of the costs of reconstruction or restoration that are incurred from and after the date that the Subsequent Parcel 7 Holder commences construction

of vertical improvements on Parcel 7 upon receipt of an invoice setting forth the costs of reconstruction or restoration, which invoice shall be accompanied with reasonable back-up documentation of such costs. The Subsequent Parcel 7 Holder shall pay its proportionate share of such costs within forty-five (45) days after receipt of such invoice. In the event the Subsequent Parcel 7 Holder fails to timely pay its proportionate share of such costs within such forty-five (45) day period, the amount owed to ACS shall bear interest until paid at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law from the date due until paid.

(c) <u>Right to Cure</u>. Should ACS fail or refuse to perform the restoration work, then SOCCCD shall have the right to cure ACS's breach in accordance with the procedures specified in Section 4.4 of this Grant.

6. Insurance.

- 6.1 <u>During Construction</u>. During the performance of any Work on the Construction Easement Area and Parcel 7, ACS shall carry the insurance policies specified in Article 10 of the Ground Lease covering the Access Road Easement Area and Parcel 7. Such insurance policies shall name the Project Operator as an additional insured (in addition to the additional insureds required by Article 10 of the Ground Lease), and shall otherwise comply with the provisions of said Article 10 of the Ground Lease.
- 6.2 <u>Post-Construction</u>. After the Work is completed, the Parties shall maintain the insurance coverage set forth below.
- (a) <u>Fire and Casualty Insurance</u>. ACS shall obtain and maintain at its sole cost and expense the insurance covering the Access Road on the terms and in the amounts specified in Section 8.2.1 of the Project Declaration.

(b) Liability Coverage.

- (i) <u>ACS</u>. ACS shall purchase and maintain in effect a policy of commercial general liability insurance written on an occurrence basis with broad form blanket contractual liability and liability limits acceptable to SOCCCD in its reasonable discretion (and in compliance with Section 8.2.1 of the Project Declaration) insuring against liabilities arising out of ACS's and Parcel 6 Permittees' use of the Access Road Easement Area.
- (ii) <u>SOCCCD</u>. SOCCCD, as owner of Parcel 7, shall purchase and maintain (or shall require that its ground lessee purchase and maintain) in effect a policy of commercial general liability insurance insuring against liabilities arising out of SOCCCD's and the Parcel 7 Permittees' use of the Access Road Easement Area on the terms and in the amounts specified in Section 8.2.1 of the Project Declaration.
- (iii) <u>Notice of Cancellation</u>. ACS and SOCCCD, as applicable, shall provide notice to SOCCCD if any of the above coverage is suspended, voided, canceled, non-renewed, or reduced in scope or limits. Such notice shall be provided within thirty (30) days of ACS's or SOCCCD's receipt of notice of such change in coverage.

- (c) <u>Worker's Compensation</u>. For any maintenance work completed by ACS or its contractor hereunder, ACS shall purchase and maintain in effect a policy of worker's compensation insurance with respect to the improvements for which ACS bears maintenance responsibility under this Grant.
- 6.3 <u>Waiver of Subrogation Rights</u>. Each Party (the "Waiving Party") hereby waives all rights of recovery against the other Parties, the Project Operator and their respective officers, directors, appointed and elected officials, agents, partners, members, employees, faculty and students, for any loss or damage to the Waiving Party or its property arising from any cause insured under the insurance policies required to be carried by this <u>Section 6</u>. Each policy of insurance to be obtained under this <u>Section 6.3</u> shall contain a waiver of subrogation by endorsement or otherwise.
- 7. <u>Post-Construction Mutual Indemnification</u>. From and after the completion of the construction of the Access Road, ACS shall indemnify, defend and hold harmless SOCCCD and the Project Operator, and SOCCCD shall indemnify, defend and hold harmless ACS and the Project Operator, for all costs and reasonable attorneys' fees associated with any claims for personal injuries or property damage brought by or against each indemnified Party or such indemnified Party's officers, directors, managing agents, employees, members and their respective agents, representatives, employees or invitees, which arise from damage to the Access Road caused by the negligence or willful act of the indemnifying Party or the indemnifying Party's contractors, agents, representatives, employees or subcontractors.
- 8. Mortgagee Protection. Notwithstanding all other provisions hereof, no breach of this Grant, nor the enforcement of any provision hereof shall defeat or render invalid the rights of a mortgagee or beneficiary (each, a "Mortgagee") under any recorded mortgage or deed of trust on either Parcel 6 or Parcel 7, or any part thereof, which is made in good faith and for value; provided that after such Mortgagee obtains title thereto by judicial foreclosure or by means of the powers set forth in such mortgage, or deed of trust, or by deed in lieu of foreclosure, such property shall remain subject to this Grant.

9. Miscellaneous.

9.1 <u>Notices</u>. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by (i) personal delivery, (ii) any messenger, (iii) any nationally recognized overnight courier service, or (iv) the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

SOCCCD: South Orange County Community College District

28000 Marguerite Parkway

Mission Viejo, California 92692

Attention: Vice Chancellor, Business Services

ACS: ACS Development Group, Inc.

4701 Von Karman Ave., Suite 100, Newport Beach, California 92660 Attention: Fred F. Alaghband

Notice shall be deemed to have been given upon the date of delivery, the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no written notice was given, provided that notice given by United States Postal Service shall be deemed to have been given three (3) days after deposit in the United States Postal Service. Notice sent by facsimile is not a valid means of notice under this Section. Each party may designate from time to time, another address in place of the address hereinabove set forth by notifying the other parties in the same manner as provided in this Section.

- 9.2 <u>No Interference</u>. Except for temporary and reasonable interruptions, which may be required from time to time in connection with the performance of maintenance, construction and repair work by ACS as permitted herein, the Parties shall not prevent or impair the free use of, or any other right with respect to, any of the access rights and easements granted herein.
- 9.3 <u>Captions; Incorporation by Reference</u>. The captions used herein are for convenience only and are not a part of this Grant and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Grant is hereby incorporated into this document as if set forth in full herein.
- 9.4 <u>Interpretation; Governing Law.</u> This Grant shall be construed as if prepared by both parties hereto. Any rule of law or legal decision that would require interpretation of any ambiguities in this Grant against the drafting party shall not be applicable and is hereby waived. This Grant shall be governed by and construed under the laws of the State of California.
- 9.5 Mechanics' Liens. If ACS shall permit any mechanics' liens to be filed against Parcel 7, ACS shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against Parcel 7. In all events, ACS shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of SOCCCD, ACS shall furnish such security or indemnity to and for the benefit of SOCCCD as may be required to permit a title endorsement or title policy to be issued relating to Parcel 7 without showing thereon the effect of such lien.
- 9.6 <u>Duration</u>. The easements created hereby shall be deemed to exist in perpetuity unless they are quitclaimed, or otherwise terminated and extinguished by both Parties.
- 9.7 <u>Force Majeure</u>. If either Party or any other person shall be delayed or hindered in or prevented from the performance of any act required to be performed by such person under this Grant by reason of any of the following events (collectively, **Force**

Majeure"): acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

9.8 Attorney's Fees.

- between the Parties regarding this Grant (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, expert witness fees, court costs and litigation expenses, as determined by the court. Notwithstanding the foregoing, the amount of attorneys' fees of the prevailing party under this Section 9.8 shall be limited as set forth below. The average hourly rate of attorneys' fees charged to each party shall first be determined by dividing the total dollar amount of the attorneys' fees charged to such party by the number of hours of attorney time billed by such party's counsel to such party. If the average hourly rate charged to the prevailing party is greater than that charged to the losing party, then the prevailing party's attorneys' fees shall not be greater than an amount equal to the number of hours spent on behalf of the prevailing party by the prevailing party's counsel times the average hourly rate charged to the losing party by the losing party's counsel.
- (b) <u>Post-Judgment Attorneys' Fees</u>. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under <u>Section 8.8(a)</u> above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of Parties that the provisions of this <u>Section 9.8(b)</u> be distinct and severable from the other rights of Parties under this Grant, shall survive the entry of judgment in any Action and shall not be merged into such judgment. The limitation on the prevailing party's attorneys' fees set forth in <u>Section 9.8(a)</u> above shall also apply to this <u>Section 9.8(b)</u>.
- 9.9 <u>Severability</u>. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Grant shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Grant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
- 9.10 <u>Binding Effect</u>. Upon the sale, transfer or other conveyance of all or any portion of either Parcel 6 or Parcel 7 to any person or entity, the seller, transferor or conveyancer shall be released from all obligations and liabilities under this Grant that arise after the date of such sale, transfer or conveyance, and such purchaser or transferee shall automatically be bound thereby.

- 9.11 <u>Injunctive Relief</u>. In the event of any violation or threatened violation of this Grant, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.
- 9.12 <u>Further Actions</u>. Parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Grant.
- 9.13 <u>Counterparts</u>. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but when taken together shall constitute one and the same instrument.
- 9.14 <u>Amendment</u>. This Grant only may be amended by a written instrument executed and acknowledged SOCCCD and ACS or their respective successors and assigns.

Signatures on following page.

IN WITNESS WHEREOF, the Parties have executed this Grant on the date set forth in their respective acknowledgments below.

SOCCCD:	ACS:	
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency	ACS DEVELOPMENT GROUP, INC., a California corporation	
By:	Ву:	
Ann-Marie Gabel,	Fred F. Alaghband	
Vice Chancellor, Business Services	President	

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

STATE OF CALIFORNIA ORANGE OF ORANGE	
On, 20, before me,	
personally appeared	(here insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same nat by his/her/their signature(s) on the instrument h the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY ur foregoing paragraph is true and correct.	nder the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	-
	(Seal)

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

STATE OF CALIFOR	.NIA	
ORANGE OF ORANG	GE .	
On	, 20, before me,	
		(here insert name and title of the officer)
personally appeared		
subscribed to the within his/her/their authori	in instrument and acknot zed capacity(ies), and to	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same hat by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENA foregoing paragraph is		nder the laws of the State of California that the
WITNESS my hand ar	nd official seal.	
		_
Sig	nature	
		(Seal)

Exhibit A

Grant of Easements

Legal Description of Parcel 6

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21° EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37°39° WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49"22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET:

THENCE NORTH 12*33*33* EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- NORTH 86°54'41" WEST, 36.27 FEET;
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;
 PAGE 1 OF 2

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- THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31*01*38*;
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40"37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.474 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

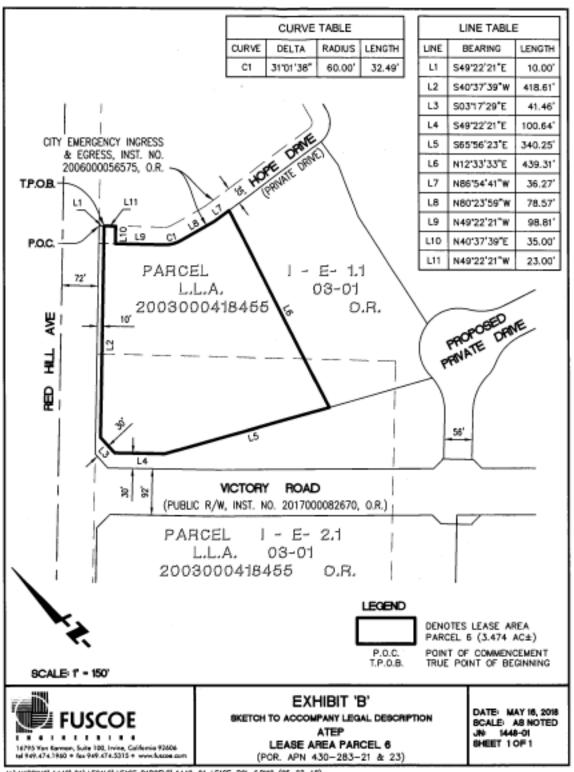
DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING



PAGE 2 OF 2

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Exhibit B

Grant of Easements

Conceptual Plan

Exhibit C

Grant of Easements

Legal Description of Parcel 7

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 7 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1:

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37°39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD;

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49"22"21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 66°35'35" EAST, 214.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 88°35'55" EAST;

THENCE NORTHERLY ALONG SAID CURVE, 5.61 FEET, THROUGH A CENTRAL ANGLE OF 03°12'51" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 79.00 FEET:

THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG SAID CURVE, 112.47 FEET, THROUGH A CENTRAL ANGLE OF 81°34'25";

THENCE NORTH 06°38'45" EAST, 253.78 FEET;

PAGE 1 OF 2

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THENCE NORTH 18*09'49" EAST, 108.76 FEET;

THENCE NORTH 02°50'25" EAST, 57.37 FEET TO A POINT ON THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 49.50 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 00°01'41" WEST:

THENCE WESTERLY ALONG SAID CURVE, 2.64 FEET, THROUGH A CENTRAL ANGLE OF 03"03'38";

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE NORTH 86*54'41" WEST, 225.38 FEET TO A LINE WHICH BEARS NORTH 12°33'33" EAST AND PASSES THROUGH THE TRUE POINT OF BEGINNING:

THENCE ALONG SAID LAST LINE SOUTH 12°33'33" WEST, 439.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 2.540 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF 2018.

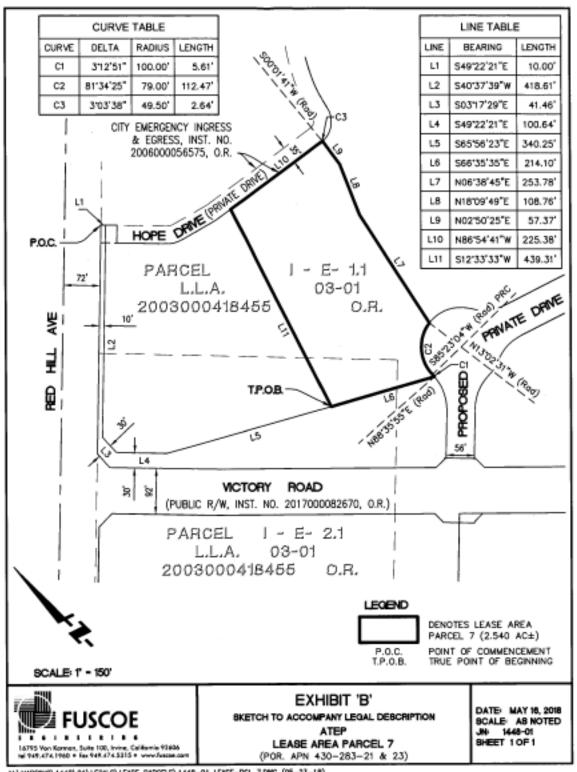
KURT R. TROXELL L.S. 7854

FUSCOE ENGINEERING



PAGE 2 OF 2

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Exhibit D

Grant of Easements

Construction Easement Area

EXHIBIT L

Purchase Agreement

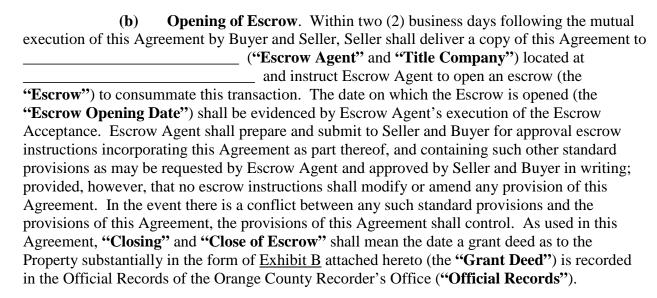
PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

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"Agreement") is ma ORANGE COUNTY ACS DEVELOPMENT Agreement is Exhibit Buyer dated as of the (as defined in the Gro	HASE AGREEMENT ANde and entered into as of COMMUNITY COLLE NT GROUP, INC., a Cali L to that certain Ground L day of, 2019, wound Lease) in favor of Buries this as the form of purch	of	2034, by and beto CT, a public agency ation ("Buyer"). Tound Lease") beto Lease includes a Fose the Property (as	tween SOUTH y ("Seller") and The form of this ween Seller and Purchase Option defined below)
Seller and Buyer agr	ree as follows:			
	ase and Sale. Subject to al			C

1. Purchase and Sale. Subject to all of the terms and conditions of this Agreemen and for the consideration set forth, on Closing (as defined below), Seller shall convey to Buyer and Buyer shall purchase from Seller all of Seller's right, title and interest in and to the real property more particularly described on Exhibit A attached hereto, together with all easements and appurtenances thereto, including all mineral rights (the "Property"). The Property is the "Leased Land" as described in the Ground Lease.

2. Effective Date; Opening of Escrow; Closing.

(a) Effective Date. This Agreement will commence and be effective upon the date (the "Effective Date") that Escrow Agent (as defined below) has received fully executed counterparts of this Agreement from both Buyer and Seller, as evidenced by Escrow Agent's execution of the Acceptance by Escrow Agent provision (the "Escrow Acceptance") following the signature page of this Agreement.



(d) Close of Escrow. Escrow Agent shall close the Escrow at such time as all of the conditions to Close of Escrow set forth herein are satisfied or waived.

3. Purchase Price and Method of Payment.

- (a) **Purchase Price**. The purchase price to be paid by Buyer to Seller for the Property (the "**Purchase Price**") is _____ and no/100 Dollars (\$_____) (i.e., the Market Value of the Real Property as of May 1, 2034, as determined in accordance with the provisions of Exhibit G of the Ground Lease.)
 - **(b) Method of Payment**. The Purchase Price shall be payable as follows:
- **Deposit**. Within three (3) business days after the Escrow Opening Date, Buyer shall deliver to Escrow Agent an earnest money deposit in an amount equal to three percent (3%) of the Purchase Price by federal wire of immediately available funds payable to Escrow Agent (the "Deposit"). Escrow Agent shall invest the Deposit in an interest-bearing account with interest accruing for the benefit of Buyer. Buyer and Seller agree that One Thousand Dollars (\$1,000.00) of the Deposit (the "Independent Consideration") has been bargained for and agreed to as consideration for the execution of this Agreement by Seller. The Independent Consideration shall be released to Seller by Escrow Agent immediately upon receipt of the Deposit, shall be nonrefundable to Buyer and shall be retained by Seller in all circumstances. In addition, the Independent Consideration shall not be applicable to the Purchase Price. The Deposit less the Independent Consideration is sometimes hereinafter called the "Net Deposit." Seller and Buyer intend and agree that this Agreement is a valid and enforceable purchase and sale agreement, supported by adequate consideration. Buyer agrees that at such time as Buyer has approved or been deemed to approve the condition of title under Section 5 below, Escrow Agent shall immediately release Net Deposit to Seller without any further instruction from Buyer.
- (ii) Remainder of Purchase Price. Prior to the Outside Closing Date, Buyer shall deposit with Escrow Agent the balance of the Purchase Price (*i.e.*, reduced by the Net Deposit), increased or reduced as required to take into account the prorations and other adjustments required by this Agreement.

4. Condition of the Property.

- (a) Natural Hazard Disclosure Statement. No later than ten (10) business days after the Escrow Opening Date, Seller, at its sole cost and expense, shall provide Buyer with a Natural Hazard Disclosure Statement in accordance with the Natural Hazard Disclosure Act (California Civil Code Section 1103 et seq.) and any successor or similar statutes thereto.
- **Section 4**, Buyer confirms that as Tenant under the Ground Lease it has been in possession of the Property for approximately fifteen years and that prior to its entering into this Agreement, it has had ample opportunity to conduct its due diligence investigations of the Property and review carefully all documentation and information it deems necessary and to complete all investigations, examinations and inspections of the Property necessary and appropriate to protect its interests in acquiring the Property.
- (c) Invasive Testing. Buyer shall not perform any invasive or destructive testing of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.
- NO REPRESENTATIONS; PURCHASE AS-IS; WAIVER AND (**d**) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS RELEASE. AGREEMENT, NEITHER SELLER, NOR ANYONE ACTING FOR OR ON BEHALF OF SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, TO BUYER, OR TO ANYONE ACTING FOR OR ON BEHALF OF BUYER, CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USE OR DEVELOPMENT THEREOF, THE STATUS OF ANY SUBLEASE(S), AND/OR FINANCIAL SITUATION OF ANY SUBTENANT OF THE PROPERTY. BUYER FURTHER REPRESENTS THAT, IN ENTERING INTO THIS AGREEMENT, BUYER HAS NOT RELIED ON ANY REPRESENTATION. WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF SELLER, OR ANYONE ACTING FOR OR ON BEHALF OF SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY BUYER PRIOR TO THE CLOSING, AND THAT BUYER SHALL PURCHASE THE PROPERTY BASED ON BUYER'S OWN PRIOR DUE DILIGENCE INVESTIGATIONS, INSPECTIONS AND EXAMINATIONS OF THE PROPERTY (OR BUYER'S ELECTION NOT TO DO SO); AND THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS" AND "WITH ALL FAULTS" PHYSICAL CONDITION AND IN AN "AS-IS" AND "WITH ALL FAULTS" STATE OF REPAIR. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, BUYER DOES HEREBY WAIVE, AND SELLER DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION, BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE, TENANTABILITY OR HABITABILITY. FURTHER, EFFECTIVE AS OF THE CLOSING DATE, BUYER DOES HEREBY RELEASE AND FOREVER DISCHARGE,

AND WAIVE ITS RIGHTS TO RECOVER FROM, SELLER, ITS AFFILIATES, THE CALIFORNIA COMMUNITY COLLEGES BOARD OF GOVERNORS, EACH OF THEIR RESPECTIVE APPOINTED AND ELECTED OFFICIALS AND EACH OF RESPECTIVE OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS ASSIGNS COLLECTIVELY, "SELLER PARTIES") OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, DEMANDS, RIGHTS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT BUYER AND ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER BUYER, MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND/OR ANY OF SELLER PARTIES, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE PROPERTY OR ANY MATTER RELATING TO THE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM DIMINUTION IN VALUE OF THE PROPERTY ARISING FROM THE CONDITION OF THE PROPERTY); PROVIDED, NOTHING IN THIS SECTION SHALL OPERATE TO RELIEVE SELLER OR SELLER PARTIES FROM ANY OF THE FOLLOWING: (A) A MATERIAL INTENTIONAL MISREPRESENTATION OF ANY OF THE MATTERS EXPRESSLY REPRESENTED BY SELLER HEREIN (PRIOR TO THE EXPIRATION OF SUCH REPRESENTATION); (B) A FAILURE BY SELLER TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (C) THE FAILURE TO DISCLOSE MATERIAL INFORMATION REGARDING A MATERIAL MATTER OF WHICH SUCH SELLER HAD KNOWLEDGE PRIOR TO THE CLOSING AND WAS REQUIRED TO DISCLOSE TO BUYER PURSUANT TO THIS AGREEMENT; AND (D) ANY FRAUD OR WILLFUL MISCONDUCT BY SELLER.

BUYER HEREBY AGREES THAT THE RELEASE CONTAINED IN THIS SECTION 4(d) SHALL APPLY TO ALL UNKNOWN OR UNANTICIPATED CLAIMS, AS WELL AS THOSE KNOWN AND ANTICIPATED, AND BUYER DOES HEREBY WAIVE ANY AND ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SEC. 1542, WHICH SECTION HAS BEEN DULY EXPLAINED AND READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

[Note—This Section to be upde	ated based on the	then-current	provisions d	of Civil (Code	Section
1542 or any successor statute.]						

Buver's Initials		

5. Title and Survey Review Contingency.

- (a) Unless already issued and delivered prior to the execution of this Agreement, as soon as practicable following the Escrow Opening Date Escrow Agent shall cause Title Company to prepare and deliver (or otherwise make available in electronic form) to Buyer and Seller a preliminary title report pertaining to the Property leading to the issuance of an ALTA standard coverage owner's policy of title insurance, together with copies of all Schedule B items and all other recorded items referred to in such report(s) (individually or collectively, as the case may be, the "Title Report").
- (b) Buyer shall be entitled to approve or reasonably object to any matters disclosed by the Title Report other than the "Permitted Exceptions" (as defined in Section 5(g) below) by delivering written notice of such approval or objection to Seller and Escrow Agent within fifteen (15) business days after receipt of the Title Report, said notice to specify in reasonable detail any matter to which Buyer objects. If Escrow Agent subsequently issues any amendment to the Title Report disclosing any new exceptions to title not previously disclosed in the initial Title Report, Buyer shall be entitled to approve or reasonably object to any such new exception by delivering written notice of such approval or objection to Seller and Escrow Agent on or before five (5) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report, said notice to specify in reasonable detail any matter to which Buyer objects.
- (c) If Buyer delivers any such notice of objection to any matter contained in the Title Report, Seller shall, within ten (10) days after receipt of such objection, notify Buyer and Escrow Agent in writing, whether Seller is willing or unwilling to remove or satisfy such matter objected to by Buyer on or before Closing. If Seller indicates its unwillingness to remove any matter objected to by Buyer, or if Seller fails to respond to Buyer's notice of objection, Buyer shall, within two (2) days after receipt of such written notice from Seller, notify Seller and Escrow Agent in writing of Buyer's election either to (i) terminate this Agreement, whereupon this Agreement shall terminate and Buyer, Seller and Escrow Agent shall take such actions as set forth in Section 6 below, or (ii) proceed with this transaction and waive Buyer's objections. If, however, Seller indicates its willingness to attempt to remove any matter objected to by Buyer, Seller shall use commercially reasonable efforts to cause such matter to be removed on or before the Outside Closing Date. If at or before the Closing such matter has not been removed by Seller, Buyer may notify Seller and Escrow Agent in writing of Buyer's election to either (i) terminate this Agreement whereupon this Agreement shall terminate and Buyer, Seller and Escrow Agent shall take such actions as are set forth in Section 6 below, or (ii) proceed with this transaction and waive Buyer's objections.
- (d) Notwithstanding anything contained to the contrary herein, if Buyer fails to timely notify Seller and Escrow Agent of any such objections to the Title Report, or any amendment or modification thereto disclosing new exceptions to title, or if Buyer fails to timely notify Seller and Escrow Agent of its election to either terminate or proceed with this transaction after delivery by Seller to Buyer of notice of its unwillingness to remove any matter objected to by Buyer, then Buyer shall be deemed to have approved the Title Report, or any modification thereto, or to have elected to proceed with this Agreement, as applicable.

- (e) From and after the Effective Date, Seller shall not cause, or consent to any matters that would cause, the Property to be subjected to any monetary encumbrances without the prior written consent of Buyer. On or before the Closing, Seller shall cause to be released of record any and all deeds of trust, all mechanics' liens, and any other monetary encumbrances, except for taxes and assessments not yet due and payable and matters created by Buyer or its representatives.
- (f) Buyer's obligation to proceed to the Closing shall be conditioned upon the irrevocable commitment by Title Company to issue an ALTA (2006) Standard Coverage Owner's Policy of Title Insurance (the "Title Policy") showing title to the Property vested in Buyer with liability in the amount of the Purchase Price subject only to the Permitted Exceptions (as defined below); provided, however, that Buyer may elect to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance provided that (i) Buyer timely delivers any survey and other documents required by the Title Company as a condition thereto, (ii) Buyer pays any excess expense and (iii) the issuance of such Extended Coverage title policy does not delay the Close of Escrow. Seller shall, at no cost to Seller, cooperate with Buyer by providing to the Title Company at or before Closing, the commercial owner's affidavit in Title Company's standard form and such other documents reasonably required by the Title Company for the Title Company to issue the Title Policy together with any extended coverage and endorsements desired by Buyer.
- (g) "Permitted Exceptions" shall mean all those exceptions appearing on the Title Report which consist of the following: (i) the Ground Lease; (ii) the "Permitted Exceptions" as such term is defined in the Ground Lease; (iii) standard printed exceptions in the title policy to be issued by Title Company; (iv) general and special real property taxes and assessments, a lien not yet due and payable; and (v) any other liens, easements, encumbrances, covenants, conditions and restrictions of record except (1) those exceptions disapproved by Buyer pursuant to this Section 5 which Seller has elected to cause to be removed on or before the Outside Closing Date pursuant to this Section 5, (2) items created by Seller following the Effective Date of this Agreement without the reasonable consent of Buyer (which items shall be removed by Seller at or prior to the Closing, or Seller shall cause Title Company to endorse over such exceptions at the Closing).
- 6. Termination of Agreement and Escrow; No Default. If this Agreement is terminated by Buyer prior to the Closing as permitted by and in accordance with the provisions of this Agreement, Escrow Agent shall promptly return the Net Deposit to Buyer, following which neither party shall have any further obligations or liabilities hereunder provided that the Ground Lease shall remain in full force and effect except that Buyer shall have no further right to exercise the Purchase Option.
- **7. Buyer's Representations**. Buyer represents to Seller as of the date of this Agreement, and upon the Closing shall be deemed to represent, as follows:
- (a) <u>Due Organization</u>. Buyer is a California corporation duly formed and duly existing under the laws of the State of California and Buyer has the full power and authority to enter into this Agreement;

- **(b)** <u>Cash</u>. Buyer will have the cash immediately available to close the Escrow;
- (c) <u>Necessary Actions</u>. On or before the Closing, all necessary actions will have been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Buyer of the covenants and obligations to be performed and carried out by it hereunder;
- (d) No Conflict. The execution, delivery and performance by Buyer of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Buyer does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of Buyer or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which Buyer is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which it is subject;
- (e) <u>Binding Effect</u>. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally; and
- affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

The representations of Buyer shall mean to the current actual knowledge of _______ as of the Effective Date without undertaking any independent investigation or inquiry for the purpose of making such statement. The representations of Buyer set forth in this Section shall survive the Closing for a period of six (6) months and shall terminate and be of no further force or effect six (6) months following the Closing. Notwithstanding anything to the contrary contained herein, Buyer shall have no liability with respect to any of the foregoing representations if, prior to the Closing, Seller becomes aware of information (from whatever source), that contradicts any of the foregoing representations, or renders any of the foregoing representations untrue or incorrect, and Seller nevertheless consummates the transaction contemplated by this Agreement.

8. Seller's Representations. In addition to any other express representations, warranties and covenants of Seller contained in this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows (collectively, "**Seller's Representations**"):

- (a) Owner; Authority. Seller is a public agency existing under the laws of the State of California. Seller is the sole owner in fee simple of the Property and has the full right, capacity, power and authority to enter into and perform the terms of this Agreement.
- (b) <u>Necessary Actions</u>. On or before the Closing, all necessary actions will have been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Seller of the covenants and obligations to be performed and carried out by it hereunder.
- (c) No Conflict. The execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which Seller is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which it is subject.
- (d) <u>Binding Effect</u>. This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- (e) <u>Eminent Domain Proceedings</u>. Seller has not received any written notice of and Seller is not aware of any intention of any governmental agency to take any portion of the Property by eminent domain.
- (f) <u>Litigation</u>. Seller has not been served with any lawsuit filed by a third party claiming any right to lease, use or possess and/or take title to and/or assert a claim against the Property, and Seller has not received any written notice from any party intending to file any such lawsuit.
- (g) <u>Notices from Governmental Authorities</u>. Seller has not received written notices from any governmental authority of any current violation of any laws applicable (or alleged to be applicable) to the Property, or any part thereof.
- (h) Prohibited Persons and Transactions. Neither Seller nor any of its affiliates, nor any of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

The representations of Seller shall mean to the current actual knowledge of the Vice Chancellor, Business Services of Seller as of the Effective Date without undertaking any independent investigation or inquiry for the purpose of making such statement. The representations of Seller set forth in this Section shall survive the Closing for a period of six (6) months and shall terminate and be of no further force or effect six (6) months following the Closing. Notwithstanding anything to the contrary contained herein, Seller shall have no liability with respect to any of the foregoing representations if, prior to the Closing, Buyer becomes aware of information (from whatever source, including as a result of Buyer's due diligence tests, investigations and inspections of the Property, disclosure by Seller or Seller's agents and employees or any estoppel certificates) that contradicts any of the foregoing representations, or renders any of the foregoing representations untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

9. Conditions to Close of Escrow.

- (a) **Buyer's Conditions**. Notwithstanding any provision herein to the contrary, the Closing, and Buyer's obligations under this Agreement, shall be subject to the satisfaction of the following conditions at or prior to the time prescribed herein (collectively, "**Buyer's Closing Conditions**"). Except as specifically set forth below, Buyer has the right to waive any of Buyer's Closing Conditions in Buyer's sole discretion.
- (i) <u>Title Policy</u>. The Title Company shall have irrevocably committed to issue the Title Policy.
- (ii) Representations and Warranties; Seller Performance. The representations and warranties of Seller shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made as of the Closing Date, and Seller shall have fully performed all obligations of Seller under this Agreement required to be performed on or before the Closing Date.
- (iii) <u>Seller Deliveries</u>. Seller shall have delivered into the Escrow all of the executed documents required under <u>Section 10</u> below.

The Buyer's Conditions to Closing are for the benefit of Buyer only, and Buyer may, in its sole and absolute discretion by delivery of written notice to Seller and Escrow Agent, elect to waive any or all of such conditions precedent and proceed with the Closing prior to the occurrence of the condition(s) waived. If this Agreement is terminated because any of the Buyer's Conditions to Closing is not satisfied, or waived in writing by Buyer, Escrow Agent shall return to Buyer the Net Deposit and interest earned thereon while in Escrow and any other funds deposited by Buyer into Escrow and then held by Escrow Agent, and thereafter neither party shall have any further obligation hereunder, except as otherwise expressly provided herein. Notwithstanding the foregoing, if such failure of any Condition(s) to Closing is the result of a breach or default by Seller under this Agreement, Buyer shall have the rights and remedies available to Buyer as provided in Section 15.

- **(b) Seller's Conditions**. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of Seller, which conditions may be waived by Seller in Seller's sole discretion.
- (i) Representations and Warranties; Buyer Performance. The representations and warranties of Buyer shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made as of the Closing Date, and Buyer shall have fully performed all obligations of Buyer under this Agreement required to be performed on or before the Closing Date; and
- (ii) <u>Buyer Deliveries</u>. Buyer shall have deposited into Escrow the documents, executed and in recordable form, and funds required to be deposited by Buyer under the terms of this Agreement, including the Educational Opportunities Covenants, Conditions & Restrictions as described in the Ground Lease.

The Seller's Conditions to Closing are for the benefit of Seller only, and seller may, in its sole and absolute discretion by delivery of written notice to Buyer and Escrow Agent, elect to waive any or all of such conditions precedent and proceed with the Closing prior to the occurrence of the condition(s) waived. If this Agreement is terminated because any of the Seller's Conditions to Closing is not satisfied, or waived in writing by Seller, Escrow Agent shall release to Seller the Net Deposit and interest earned thereon while in Escrow (if not previously released) and thereafter neither party shall have any further obligation hereunder, except as otherwise expressly provided herein. Notwithstanding the foregoing, if such failure of any Condition(s) to Closing is the result of a breach or default by Buyer under this Agreement, Seller shall have the rights and remedies available to Seller as provided in Section 14.

10. Instruments of Conveyance. Prior to the Closing, Seller shall execute, acknowledge and deliver to Escrow Agent the following documents as applicable: (a) the Grant Deed conveying the Property to Buyer; (b) an affidavit of non-foreign person as contemplated by §1445 of the Internal Revenue Code of 1986, as amended (the "Non-Foreign Affidavit"); (c) a 593-C California Real Estate Withholding Certificate (the "California Tax Certificate"); and (d) such other instruments as are reasonably required by Escrow Agent, or otherwise required to proceed to the Closing and consummate the sale of the Property in accordance with the terms of this Agreement.

11. Closing.

- (a) Actions by Escrow Agent. On the Closing Date, provided each of the conditions to the obligations of the parties have been satisfied or waived in writing, Escrow Agent shall undertake and perform the following acts in the following order:
- (i) record the Grant Deed in the Official Records and obtain a conformed copy thereof for delivery to Buyer;
- (ii) record the "Educational Opportunities Covenants, Conditions & Restrictions" as such document is described in the Ground Lease;

- (iii) pay any transfer taxes;
- (iv) distribute to Seller, or as Seller may instruct, the Purchase Price less the Withholding Amounts and Seller's share of closing costs and prorations as provided in Section 12 below;
- (v) deliver to Seller a conformed copy of the recorded Educational Opportunities Covenants, Conditions & Restrictions; and
- (vi) deliver to Buyer (i) the conformed copy of the recorded Grant Deed, (ii) the original executed Non-Foreign Affidavit, (iii) the original executed California Tax Certificate, and (iv) the Title Policy.

12. Apportionment and Incidental Costs.

- (a) Closing Costs. At the Closing, Buyer shall pay all City and County transfer taxes, all escrow fees, and all title insurance premiums (including the costs associated with any request by Buyer for extended coverage and/or any endorsements to Buyer's title policy). All other costs incurred in the transfer of the Property from Seller to Buyer shall be paid as customary in the City and County where the Property is located and shall be paid pursuant to the customs and procedures of the Title Company. Each party shall pay their own attorney fees except as otherwise provided in Section 16 below.
- **(b) Prorations**. Inasmuch as the Ground Lease is a triple net lease, no prorations of taxes, insurance, utilities, maintenance or other costs shall be necessary. Escrow Agent shall prorate the Annual Base Rent under the Ground Lease as of the Closing based on a calendar quarter consisting of ninety (90) days. Buyer and Seller will prorate Additional Rent under the Ground Lease, if any, outside of Escrow.
- (c) Condemnation. Should all or any material part (i.e., a taking resulting in an award in excess of ten percent (10%) of the Purchase Price) of the Property be taken by eminent domain proceedings prior to the Closing, or, if prior to the Closing, any governmental authority should issue notice of any taking or proposed taking of any such material portion of the Property, Buyer at its option may terminate this Agreement by sending written notice thereof to Seller and Escrow Agent within ten (10) days following any such determination by the applicable governmental authority (but not later than the date of the Closing), and in the event of any such termination by Buyer this Agreement shall terminate and Buyer, Seller and Escrow Agent shall take such actions as set forth in Section 6 above. If Buyer does not elect to terminate as set forth above, then this Agreement shall remain in full force and effect and Seller shall credit to Buyer, at the Closing, all monies received by Seller by reason of such taking relating to the Property, and shall assign to Buyer all of Seller's claim to such compensation or award.
- 13. Notices. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by (i) personal delivery, (ii) any messenger, (iii) any nationally recognized overnight courier service, (iv) the United States Postal Service by

certified or registered mail, postage prepaid, with return receipt requested, or (v) sent by email to the email address listed below, with a copy of such notice concurrently sent by the method set forth in the preceding clause (iii), as follows:

Seller:	South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attention:		
Buyer:	ACS Development Group, Inc. 4701 Von Karman Ave., Suite 100 Newport Beach, CA 92660 Attention: Fred F. Alaghband Email: falaghband@acsirvine.com		
Title/Escrow Agent:	Attention:		

Notice shall be deemed to have been given upon the date of delivery, the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no written notice was given, provided that notice given by U.S. mail shall be deemed to have been given three (3) days after deposit in the U.S. mail. Notice given by email shall be effective as of the date of transmission if fully transmitted before 5:00 p.m. Pacific Time on a business day, or if fully transmitted after 5:00 p.m. Pacific Time on a business day, then such notice shall be effective on the following business day. Notice sent by facsimile is not a valid means of notice under this Section. Each party may designate from time to time, another address in place of the address hereinabove set forth by notifying the other parties in the same manner as provided in this Section. In order to expedite the transaction contemplated herein, signatures sent in a pdf document via email may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. Seller and Buyer intend to be bound by the signatures on the pdf document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. The parties agree that any notices required or permitted to be given under this Agreement may be given by each parties' respective legal counsel.

14. DEFAULT BY BUYER/LIQUIDATED DAMAGES. IF BUYER SHALL DEFAULT IN ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT, AND DOES NOT CURE SUCH DEFAULT WITHIN TEN (10) DAYS AFTER SELLER GIVES BUYER WRITTEN NOTICE OF SUCH DEFAULT (PROVIDED, HOWEVER, THAT BUYER SHALL HAVE A CURE PERIOD OF THREE (3) BUSINESS DAYS FOR ANY

FAILURE OF BUYER TO TIMELY MAKE ANY DEPOSIT, A FAILURE TO PAY ANY AMOUNT DUE TO SELLER AT THE CLOSING OR TO CLOSE ESCROW, OR IN CONNECTION WITH A FAILURE OF BUYER TO DELIVER ANY DOCUMENT INTO ESCROW AT THE CLOSING THAT IS REQUIRED OF BUYER TO CLOSE ESCROW) (A "BREACH"). SELLER SHALL, AS ITS SOLE REMEDY, BE ENTITLED TO RETAIN THE DEPOSIT TOGETHER WITH ANY INTEREST EARNINGS THEREON AS LIQUIDATED DAMAGES TO SELLER FOR SUCH BREACH BY BUYER, BUYER AND SELLER AGREEING THAT THE AMOUNT OF DAMAGES FOR SUCH BREACH BY BUYER IS DIFFICULT TO DETERMINE AT THIS TIME AND THAT THE AFORESAID SUM IS A REASONABLE ESTIMATION OF THE AMOUNT OF LIQUIDATED DAMAGES FOR SUCH BREACH UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS ENTERED INTO; PROVIDED, THE FOREGOING SHALL NOT APPLY TO OR LIMIT (A) ANY INDEMNITY OBLIGATIONS OF BUYER HEREUNDER OR ANY OTHER OBLIGATIONS OF BUYER THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT OR (B) BUYER'S OBLIGATION TO PAY ATTORNEYS FEES AND OTHER LEGAL COSTS.

	
Seller's Initials	Buyer's Initials

- 15. **Default by Seller**. If Seller materially defaults hereunder prior to the Closing, then Buyer as its sole and exclusive remedy shall have the right to elect, within five (5) days of Seller's breach, one of the following remedies:
- (a) Buyer, upon giving written notice to Seller and Escrow Agent, may terminate this transaction and Escrow, whereupon the Net Deposit shall be immediately returned to Buyer, and Seller shall pay Buyer its reasonable actual out-of-pocket expenses (as evidenced by paid invoices or other documentation acceptable to Seller in its reasonable discretion) for negotiating this Agreement and other compensatory damages (not to exceed a total of Five Thousand and no/100 Dollars (\$5,000.00), following which neither party shall have any further obligation to the other, subject to any continuing indemnities contained herein; or
- **(b)** Close the Escrow and waive such default by Seller and if Seller refuses to so Close Escrow, Buyer shall be entitled to file an action for specific performance of the terms and provisions of this Agreement (and no damages shall be awardable in any such proceeding) and Buyer may record a notice of pendency of action against the Property.

For the purposes of this <u>Section 15</u>, Seller shall not be in default hereunder unless Seller breaches or fails to perform any term, covenant or provision of this Agreement, which failure is not cured within ten (10) business days after delivery by Buyer to Seller and Escrow Agent of written notice specifying such breach or default. Under no circumstances shall Buyer have the right to recover from Seller any damages, including, without limitation, special, consequential, exemplary or punitive damages (but Buyer shall be entitled to recover compensatory damages, if any, pursuant to the express terms of Subsection 15(a) above).

Buyer acknowledges and agrees that the limitation of Buyer's remedies to those set forth in this <u>Section 15</u> was negotiated by Seller as an integral and material part of the transaction contemplated by this Agreement and that Seller would not have entered into this Agreement but for Buyer's agreement to limit its remedies as provided herein.

- **Attorneys' Fees.** If either party to this Agreement shall breach its representations hereunder or shall fail to fulfill or perform any of its covenants or obligations in this Agreement and a legal action is commenced, the non-prevailing party shall pay the costs of litigation, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or to prove that no breach or misrepresentation occurred. The prevailing party in any action shall be entitled, in addition to and separately from the amounts recoverable under the foregoing provisions, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. Notwithstanding the foregoing, the amount of attorneys' fees of the prevailing party under this Section 16 shall be limited as set forth below. The average hourly rate of attorneys' fees charged to each party shall first be determined by dividing the total dollar amount of the attorneys' fees charged to such party by the number of hours of attorney time billed by such party's counsel to such party. If the average hourly rate charged to the prevailing party is greater than that charged to the losing party, then the prevailing party's attorneys' fees shall not be greater than an amount equal to the number of hours spent on behalf of the prevailing party by the prevailing party's counsel times the average hourly rate charged to the losing party by the losing party's counsel.
- 17. Brokerage. Buyer and Seller each represents and warrants to the other that it has not engaged any real estate broker or finder in connection with this Agreement. Each of Buyer and Seller shall indemnify, defend and hold the other harmless the other against any claims incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by such indemnifying party. The representations, warranties, indemnities and agreements contained in this Section 17 shall survive the Closing or earlier termination of this Agreement.
- 18. Entire Agreement; Amendment. All exhibits attached to this Agreement are incorporated into this Agreement by reference and made a part hereof. This Agreement, including all exhibits hereto, is the entire agreement between the parties pertaining to all matters agreed upon or understood in connection with the sale and purchase of the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition may be made to this Agreement except by a written agreement executed by the parties.
- **19. Time of Essence**. Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement.

- **20. Further Assurances**. The parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.
- **21. Applicable Law**. This Agreement and the rights of the parties hereto shall be interpreted, governed and construed in accordance with the laws of the State of California.
- **22. Section Headings**. The section headings in this Agreement are inserted only for convenience and reference and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions and provisions of this Agreement.
- **23. Severability**. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
- **24. Waiver**. Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. Except as expressly set forth herein, no delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 25. Binding Effect, Nominee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign this Agreement to a single purpose entity in which Buyer has a majority and controlling equity and voting interest but only with the prior written consent of Seller which consent shall not be unreasonably withheld and further provided such assignee has assumed each and all of Buyer's obligations hereunder in writing delivered to Seller and Escrow Agent at or before the Closing. Any such assignment by Buyer shall not release Buyer from any obligations hereunder.
- **26. Construction**. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement.
- **27. No Partnership, Third Person**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Seller and Buyer except as specifically provided herein. No term or

provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

- **28. Time of Performance**. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (local time) on the day for performance.
- **29. Survival**. Except as expressly provided herein, any and all covenants, agreements, and/or representations set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall not survive the Closing and shall merge into any deed, assignment or other instrument executed or delivered pursuant hereto.
- **30. IRS Real Estate Sales Reporting**. Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as "the person responsible for closing" the transaction which is the subject of this Agreement, pursuant to Internal Revenue Code of 1986 Section 6045(e). Escrow Agent shall prepare and file the informational return (IRS Form 1099-B) required by and otherwise comply with the terms of Internal Revenue Code Section 6045(e).
- 31. Limitations of Liability. No present or future trustee, employee, advisor, beneficiary or agent of or in Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement or instrument made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this Section are in addition to, and not in limitation of, any limitation on liability provided above.
- **32. Counterparts**. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- Non-Discrimination. The following language is included pursuant to Section 11.2.3.3 of the Development Agreement (as defined in the Ground Lease): There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. [NOTE: If the Development Agreement is no longer in effect at the time this Agreement is signed, this Section 33 is no longer required and may be deleted.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,		
	a public agency		
	By: Name: Title:		
BUYER:	ACS DEVELOPMENT GROUP, INC., a California corporation		
	By: Name: Title:		
ESCROW AGENT ACCEPTANCE			
Agreement from Seller and Buyer on the of Opening Date for the purposes of the Agree	edges receipt of fully executed counterparts of this late set forth below, which date shall be the Escrowment; (ii) agrees to be bound by the provisions hereo to perform its obligations as set forth herein.		
	[
	By: Name: Title:		
Dated:, 2034			

EXHIBIT A

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21° EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE SOUTH 40"37"39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03"17"29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET;

THENCE NORTH 12°33'33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- 1) NORTH 86°54'41" WEST, 36.27 FEET;
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

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- 3) THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38":
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1:

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.474 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING



PAGE 2 OF 2

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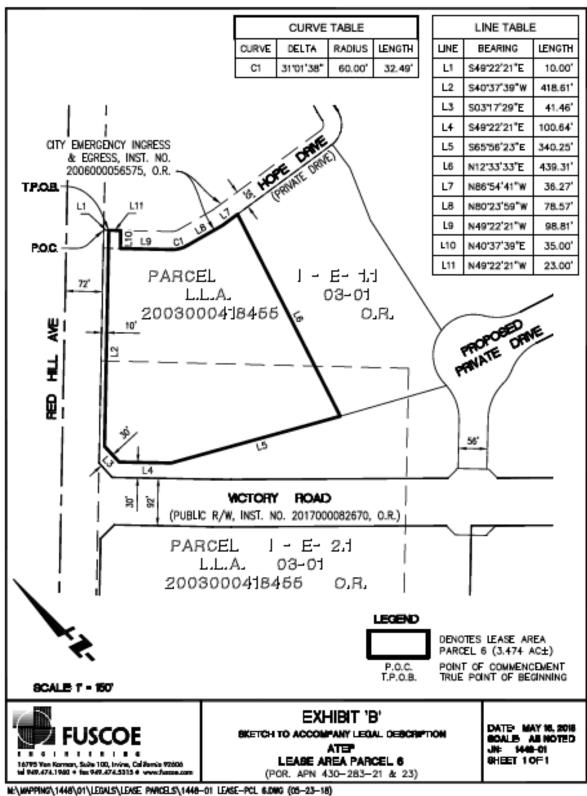


EXHIBIT B

GRANT DEED

Order No. Escrow No.	
RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL TO:	
Exempt from Recording Fees per Government Code Section 6103	SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN	

GRANT DEED

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency ("*Grantor*"), grants to

ACS DEVELOPMENT GROUP, INC., a California corporation ("Grantee")

that certain real property in the City of Tustin, County of Orange, State of California, described in *Exhibit* 1 attached to and incorporated by reference in this Grant Deed.

- A. The grant herein is subject to:
- 1. Non-delinguent real and personal property taxes and assessments.
- 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5, commencing with Section 75, of the California Revenue and Taxation Code as a result of a change in ownership or new construction occurring after the date hereof.
- 3. Covenants, conditions, restrictions, easements, licenses, reservations and rights of way of record.
- B. Grantee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land. [NOTE: If the Development Agreement is no longer in effect at the time the transaction closes, this Paragraph B is no longer required and may be deleted.]

Signatures on following page.

IN WITNESS WHEREOF, Corth below:	Grantor has caused	its name to be signed as	of the date set
	DATED:		, 20
		PRANGE COUNTY C DISTRICT, a public ag	
	Name:		
TO INDICATE ACCI		covenants and agreemen te written below.	ts contained in
	DATED:		, 20
		ACS DEVELOPME INC., a California corporation	,
		By: Name: Title:	

GRANTOR NOTARY ACKNOWLEDGMENT

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 CALIFORN	IA	
COUNTY OF ORANGE	3	
On	, 20, before me,	
		(here insert name and title of the officer)
personally appeared		
subscribed to the within in his/her/their authorized	instrument and acknowled capacity(ies), and the	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same hat by his/her/their signature(s) on the instrument h the person(s) acted, executed the instrument.
I certify under PENAL foregoing paragraph is to		nder the laws of the State of California that the
WITNESS my hand and	official seal.	
		_ (Seal)
Signa	ture	

GRANTEE NOTARY ACKNOWLEDGMENT

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 CALIFORNI	A	
COUNTY OF ORANGE		
On	, 20, before me,	
		(here insert name and title of the officer)
personally appeared		
subscribed to the within i in his/her/their authorized	nstrument and acknowled capacity(ies), and the	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same hat by his/her/their signature(s) on the instrument h the person(s) acted, executed the instrument.
I certify under PENALT foregoing paragraph is tru		nder the laws of the State of California that the
WITNESS my hand and o	official seal.	
		_ (Seal)
Signat	ure	

EXHIBIT 1 TO GRANT DEED

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION

ATEP LEASE PARCEL 6 (POR. APN 430-283-21 & 23)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22"21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE:

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 SOUTH 49°22'21" EAST, 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-1.1 AND PARCEL I-E-2.1 AND BEING THE TRUE POINT OF BEGINNING

THENCE ALONG SAID PARALLEL LINE SOUTH 40°37'39" WEST, 418.61 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 03°17'29" EAST 37.48 FEET" IN THE GENERAL NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 03°17'29" EAST, 41.46 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49"22'21" EAST, 196.34 FEET" IN THE GENERAL NORTHEASTERLY LINE OF SAID VICTORY ROAD:

THENCE ALONG SAID LAST PARALLEL LINE SOUTH 49°22'21" EAST, 100.64 FEET;

THENCE SOUTH 65°56'23" EAST, 340.25 FEET;

THENCE NORTH 12°33'33" EAST, 439.31 FEET TO THE GENERAL SOUTHERLY LINE OF THAT CERTAIN 35.00 FOOT WIDE STRIP OF LAND DESCRIBED IN GRANT OF EASEMENT TO THE CITY OF TUSTIN RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 2006000056575 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER:

THENCE ALONG SAID GENERAL SOUTHERLY LINE THROUGH THE FOLLOWING COURSES:

- NORTH 86°54'41" WEST, 36.27 FEET;
- NORTH 80°23'59" WEST, 78.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET;

PAGE 1 OF 2

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- THENCE NORTHWESTERLY ALONG SAID CURVE, 32.49 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 4) NORTH 49°22'21" WEST, 98.81 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE NORTH 40°37'39" EAST, 35.00 FEET TO SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1;

THENCE ALONG SAID GENERAL NORTHERLY LINE NORTH 49°22'21" WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3.474 ACRES, MORE OR LESS.

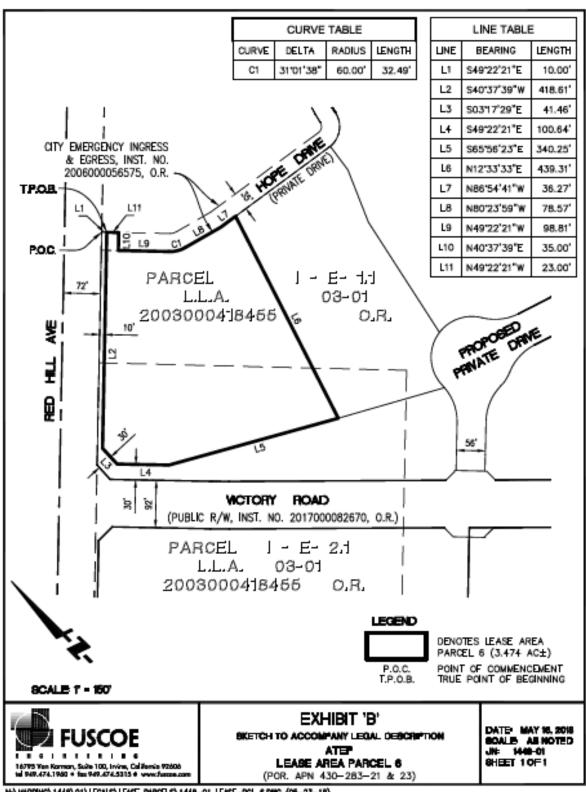
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 6th DAY OF JUNE 2018.

KURT R. TROXELL L.S. 7854 FUSCOE ENGINEERING No. 7854

PAGE 2 OF 2

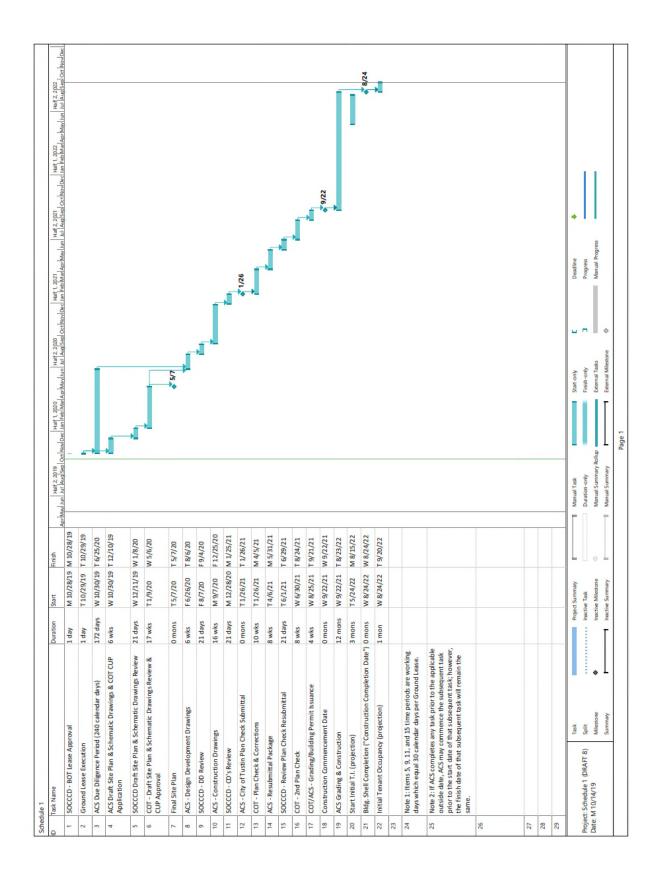
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SCHEDULE 1

Discretionary Approval Timeframes and Planning and Construction Period



SCHEDULE 2

<u>List of Environmental Studies</u>

Date	Title	Author
August 22, 1991	RCRA Facility Assessment, Draft Preliminary Review Report, Marine Corps Air Station, Tustin, California	Department of the Navy, Southwest Division, Naval Facilities Engineering Command
April 21, 1997	Final RCRA Facility Assessment Report, Marine Corps Air Station, Tustin, California	Department of the Navy, Southwest Division, Naval Facilities Engineering Command
May 12, 1998	Draft No Further Action Report, Areas of Concern, Marine Corps Air Facility, Tustin, California	OHM Remediation Services Corp.
April 2000	Draft Finding of Suitability to Lease for Parcels 1, 2, 18, 19, 20, 21 & 22, Marine Corps Air Facility, Tustin, California	Department of the Navy, Southwest Division, Naval Facilities Engineering Command
March 21, 2001	Final Basewide Environmental Baseline Survey, Marine Corps Air Station, Tustin, California	Bechtel National, Inc.
May 23, 2001	Final Interim Petroleum Corrective Action Plan, MTBE Groundwater Extraction and Treatment System, Phase 1 – MTBE Hot Spot Extraction, UST Site 222, Former Gas Station, Former Marine Corps Air Station Tustin, Tustin, California	IT Corporation
August 3, 2001	Hydrogeologic Characterization, UST Site 222, Former Gas Station, Former Marine Corps Air Station Tustin, Tustin, California	IT Corporation
February 14, 2002	Final Interim Petroleum Corrective Action Plan, MTBE Groundwater Extraction and Treatment System, Phase 2 – MTBE/1,2,3-TCP Mixed Area Extraction, UST Site 222, Former Gas Station, Former Marine Corps Air Station Tustin, Tustin, California	IT Corporation
April 26, 2002	Finding of Suitability to Lease for Carve-Out Areas 5, 6, 7, 8, 9, 10, and 11, Marine Corps Air Station Tustin, Tustin, California	Department of the Navy, Southwest Division, Naval Facilities Engineering Command

November 14, 2003	Final Annual System Performance Report, PCAP Groundwater Extraction/Treatment System, UST Site 222, Former Gas Station, Former Marine Corps Air Station Tustin, Tustin, California	Shaw Environmental, Inc.		
November 1, 2004	Final 2003 Annual System Performance Report, PCAP Groundwater Extraction/Treatment System, UST Site 222, Former Gas Station, Former Marine Corps Air Station Tustin, Tustin, California	Shaw Environmental, Inc.		
March 2005	2004 Annual Time-Critical Removal Action, Performance Evaluation Report, Operable Unit 1A Cape Environmenta			
March 2, 2006	Response to Comments and Replacement Pages for the Draft Final Soil Closure Report, UST Site 222, Former Gas Station, Former Marine Corps Air Station (MCAS), Tustin, California	Department of the Navy, Base Realignment and Closure Program Management Office West		
October 2008	Final Record of Decision/Remedial Action Plan, Operable Unit 1A, Former Marine Corps Air Station, Tustin, California	Department of the Navy, Base Realignment and Closure Program Management Office West		
December 2008	Final Interim-Remedial Action Completion Report, Operable Units 1A and 1B Groundwater Remedy, Installation Restoration Program Sites 3, 12, and 13S, Former Marine Corps Air Station, Tustin, California	Engineering/Remediation Resources Group, Inc.		
	2009 Second Quarter Groundwater Monitoring Data Summary OU-1A and OU-1B			
May 2009	Draft 2008 Annual Performance Evaluation, Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and - 12) and Final 2007 Fourth Quarter Groundwater Monitoring Data Summary, Operable Unit 1A (IRP-13S) and UST Site 222	Enviro Compliance Solutions, Inc.		
June 29, 2009	Draft Record of Decision/Remedial Action Plan for Operable Unit 4B, Former Marine Corps Air Station, Tustin, California	Naval Facilities Engineering Command		
July-August 2009	Correspondence from the DTSC and the California Regional			

	Water Quality Control Board to BRAC: James T. Callian	
October 2009	Final 2009 Second Quarter Groundwater Monitoring Data Summary, Operable Unit 1A (IRP-13S) and Operable Unit 1B (IRP-3 and IRP-12), Former Marine Corps Air Station, Tustin, California	Enviro Compliance Solutions, Inc.
January 2010	Final Record of Decision/Remedial Action Plan for Operable Unit 4B, Former Marine Corps Air Station, Tustin, California	Naval Facilities Engineering Command
January 15, 2010	Response to Review Comments, Final Record of Decision/Remedial Action Plan for Operable Unit 4B, Former Marine Corps Air Station, Tustin, California	Naval Facilities Engineering Command
January 29, 2010	Final Third Quarter 2009 Data Summary Report, Groundwater Monitoring, Operable Unit 4B (IRP-5s[a], IRP-6, IRP-11, IRP-13W, MMS-04, and Mingled Plumes Area), Former Marine Corps Air Station, Tustin, California	Jonas and Associates, Inc.
February 2010	Final 2008 Annual Performance Evaluation, Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and - 12) and Final 2007 Fourth Quarter Groundwater Monitoring Data Summary, Operable Unit 1A (IRP-13S) and UST Site 222	Enviro Compliance Solutions, Inc.
February 2010	Final Operating Properly and Successfully Demonstration, Groundwater Remedial Action, Operable Units 1A (IRP-13S) and 1B (IRP-3 and -12)	Enviro Compliance Solutions, Inc.
February 18, 2010	Notification of Proposed Monitoring Well Destructions	BRAC
March 2010	Draft Completion Report for Installation of Groundwater Monitoring Wells at Operable Unit 4 B (OU-4B) (The MPA, MMS-04, and IRP Sites 11 and 13W), Former Marine Corps Air Station, Tustin, California	Cape Environmental
April 13, 2010	Draft Remedial Action Completion Report Misc. Major Spill (MMS)-04, Operable Unit 4B	AIS-TN&A Joint Venture, Brown and Caldwell
April 27, 2010	Draft 2009 Annual Groundwater Monitoring Report, Operable Unit 4B (IRP-5S[a], IRP-6, IRP-11, IRP-13W, MMS- 04, and The Mingled Plumes Area), Former Marine Corps Air Station, Tustin, California	Jonas and Associates, Inc.

April 27, 2010	Draft 2009 Annual Groundwater Monitoring Report - OU- 4B	Jonas and Associates
May 14, 2010	Draft Pre-Remedial Design Pilot Study Work Plan	AIS-TN&&A Joint Venture
June 2010	Draft 2009 Annual Performance Evaluation, OU-1A and 1B	Enviro Compliance Solutions, Inc.
June 1, 2010	Draft Amended Site Management Plan FY 2011 Update	BRAC
July 2010	Final 2010 1st Quarter Groundwater Monitoring Data Summary: OU 1A and 1B	Enviro Compliance Solutions, Inc.
August 1, 2010	Final 1st Quarter 2010 groundwater monitoring data summary	Enviro Compliance Solutions, Inc.
September 1, 2010	Final 2010 Second Quarter Groundwater Monitoring Data Summary-OU 1A and OU 1B	Enviro Compliance Solutions
October 2010	Final First Quarter 2010 Data Summary Report Groundwater Monitoring OU 4B, Former MCAS Tustin, CA (October 29,2010)	Jonas and Associates
Oct 12 2010	Final 2009 Annual Groundwater Monitoring Report OU 4B	Jonas and Associates
November 1, 2010	Final Amended Site Management Plan FY 2011 Update	BRAC
November 1, 2010	Final 2009 Annual Performance Evaluation, Groundwater Remedy at OU 1A and 1B	Enviro Compliance Solutions
November 1, 2010	Final Completion Report for Installation of Groundwater Monitoring Wells at OU 4B, Former MCAS Tustin, CA (November 2010)	CAPE Environmental
November 1, 2010	Final 2009 PCAP Annual Report, UST Site 222, Former MCAS Tustin, CA (November 2010)	Enviro Compliance Solutions

November 22, 2010	Final Second Quarter 2010 Data Summary Report, Groundwater Monitoring, Operable Unit 4B	Jonas and Associates		
December 1, 2010	Final 2010 Third Quarter Groundwater Monitoring Data Summary, UST Site 222, Former MCAS Tustin	Enviro Compliance Solutions		
December 1, 2010	Final 2010 Third Quarter Groundwater Monitoring Data Summary, OU-1A/1B, Former MCAS Tustin	Enviro Compliance Solutions		
December 13, 2010	Final Inactive Monitoring Well Destruction Report, Former MCAS Tustin	Jonas and Associates		
January 28, 2011	Draft 2010 Annual Groundwater Monitoring Report, Operable Unit 4B	Trevet		
February 10, 2011	Replacement Pages to "Final Operating Properly and Successfully Demonstration, Groundwater Remedial Action, Operable Units 1A (IRP-13S) and 1B (IRP-3 and -12), Former MCAS Tustin, CA (February 2010)" and "Final 2008 Annual Performance Evaluation, Groundwater Remedy at OU-1A and 1B; and Final 2007 Fourth Quarter Groundwater Monitoring Data Summary, OU-1A and UST Site 222"	Enviro Compliance Solutions		
February 11, 2011	Draft Pre-Remedial Design Pilot Study Report, Operable Unit 4B	AIS-TN&A Joint Venture		
May 6, 2011	Final Pre-Remedial Design Pilot Study Report, Operable Unit 4B	AIS-TN&A Joint Venture		
June 1, 2011	2010 PCAP Annual Report, UST Site 222	Enviro Compliance Solutions		
June 1, 2011	Draft 2010 Annual Performance Evaluation, Groundwater Remedy at Operable Units 1A and 1B	Enviro Compliance Solutions		
June 1, 2011	Final Remedial Action Completion Report Misc. Major Sprill (MMS)-04, Operable Unit 4B	AIS-TN&A Joint Venture, Brown and Caldwell		
July 19, 2011	Final 2011 First Quarter Groundwater Monitoring Data Package OU 1A/1B	Enviro Compliance Solutions		
July 29, 2011	Draft CERCLA Five-Year Review, Operable Units 1A, 1B North, 1B South, and 3 (Installation Restoration Program Sites 13S, 12, 3, and 1), former MCAS Tustin, CA	Enviro Compliance Solutions		

Carlandar 44	First Course Brook Co. First and Co. and Co. and a 2014	T +	
September 14, 2011	Final Summary Report for First and Second Quarter 2011 Groundwater Monitoring at Operable Unit 4B	Trevet	
September 28, 2011	Final 2011 Semiannual GW Monitoring Data Summary-OU- 1AB	Enviro Compliance Solutions	
May 2012	Phase I Environmental Site Assessment, 10-Acre County Exchange Parcel, Tustin, California	ENVIRON International Corporation	
July 1, 2011	Final 2011 First and Second Quarter Groundwater Monitoring Data Package UST Site 222, Former MCAS Tustin, CA (July 2011)	Enviro Compliance Solutions	
October 18, 2011	Draft Fact Sheet, Operable Unit 4B	BRAC	
October 18, 2011	Draft Remedial Design/ Action Work Plan for IRP-5S(a), IRP-6, and the MPA, OU-4B	AIS-TN&A Joint Venture	
October 31, 2011	Final CERCLA 5-Year Review Report, OU-1A, 1B north, 1B south, and 3	BRAC	
November 1, 2011	Final 2010 Annual Performance Evaluation, Groundwater Remedy at OU-1A and -1B	Enviro Compliance Solutions	
December 1, 2011	Final 2011 Third Quarter Groundwater Monitoring Data Package OU-1A and OU-1B, Former MCAS Tustin, CA	Enviro Compliance Solutions	
December 1, 2011	Draft PCAP Closure Report UST Site 222	Enviro Compliance Solutions	
January 25, 2012	Closure of UST 222 Site; former MCAS Tustin	RWQCB	
March 1, 2012	Final Data Summary Report for Third and Fourth Quarter 2011 - OU-4B	Trevet	
March 1, 2012	Final PCAP Closure Report UST Site 222	Enviro Compliance Solutions	
April 1, 2012	Final 2012 First Quarter Groundwater Monitoring Data Package, OU-1A and OU-1B	Enviro Compliance Solutions	
August 1, 2012 Draft 2011 Annual performance evaluation, ground remedy at OU-1A and -1B		Enviro Compliance Solutions	
September 1, 2012	DRAFT CERCLA Five-Year Review Report Addendum, Operable Units 1A, 1B South, and 4B (Installation Restoration Program Sites 13S, 3, 11, 13W, and MMW-04),	BRAC	

	former MCAS Tustin, CA		
September 1, 2012	Final 2012 Semi-annual groundwater monitoring data summary: OU-1A and 1B	Enviro Compliance Solutions, Inc.	
September 13, 2012	Transmittal: Draft CERCLA Five-Year Review Report Addendum	BRAC	
October 16, 2012	Draft Work Plan for Decommissioning Components and Wells Associated with the Petroleum Corrective Action Program at UST Site 222	Battelle	
October 30, 2012	DTSC letter: Comments on Draft 5-Year Review Report Addendum	DTSC	
December 1, 2012	Final 2012 Third Quarter Groundwater Monitoring Data Package, OU-1A and OU-1B	Enviro Compliance Solutions, Inc.	
December 1, 2012	Final 2011 Annual Performance Evaluation, Groundwater Remedy at OU-1A and -1B	Enviro Compliance Solutions, Inc.	
March 1, 2013	Final CERCLA 5-Year Review Report Addendum, OU-1A, 1B north, 1B south, and 4B low concentration sites	Navy	
June 1, 2013	Draft 2012 Annual Performance Evaluation, Groundwater Remedy at OU-1A/1B	Enviro Compliance Solutions, Inc.	
September 1, 2013	Final 2013 Semiannual Groundwater Monitoring Data Summary - OU-1A/B	Enviro Compliance Solutions, Inc.	
November 1, 2013	Final 2012 Annual Performance Evaluation, Groundwater Remedy at OU-1A and -1B	Enviro Compliance Solutions, Inc.	
May 1, 2014	Draft 2013 2013 Annual Performance Evaluation, Groundwater Remedy at OU-1A and -1B	Enviro Compliance Solutions, Inc.	

November 1, 2014	Final 2013 Annual Performance Evaluation, Groundwater Remedy at OU-1A and -1B	Enviro Compliance Solutions, Inc.
August 18, 2015	Final 2014 Annual Institutional Control Compliance Monitoring Report for Installation Restoration Program Sites 11 and 13W, Operable Unit 4B	Navy
June 1, 2016	Final Annual Performance Evaluation Report March 2014 thru February 2015, Operable Unit 4B, Former Marine Corps Air Station Tustin, Tustin, California	Navy
October 31, 2016	Final CERCLA Five-Year Review Report Operable Units 1A, 1B North, 1B South, 3, and 4B, Former Marine Corps Air Station Tustin, Tustin, California	Navy
November 1, 2016	Final 2015 Annual Performance Evaluation, Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and - 12), Former Marine Corps Air Station, Tustin, California	Multimedia Environmental Compliance Group
July 31, 2017	Final Technical Memorandum for the Supplemental Vapor Intrusion Assessment for Remedial Design / Remedial Action Optimization, Carve-Out (CO)-5 and CO-6, Operable Unit (OU)-1A, OU-1B North, OU-1B South and OU-4B, Former Marine Corps Air Station Tustin, Tustin, California	Navy
September 1, 2017	Final 2016 Annual Performance Evaluation Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and - 12), Former Marine Corps Air Station, Tustin, California	Multimedia Environmental Compliance Group
February 1, 2018	Final Supplemental Vapor Intrusion Assessment for Remedial Design/Remedial Action, Optimization Carve- Outs 5 and 6, Operable Units 1A, 4B, 1B North, and 1B South, Former Marine Corps Air Station Tustin, Tustin, California	Tetra Tech Ec. Inc.
March 30, 2018	Draft Finding of Suitability to Transfer (FOST) #10 for Carve- Outs 5 and 6, Former Marine Corps Air Station Tustin, Tustin, California	Multimedia Environmental Compliance Group

March 1, 2018	Revised Draft Final Explanation of Significant Differences for the Final Record of Decision / Remedial Action Plan, Operable Unit 1A, Former Marine Corps Air Station Tustin, Tustin, California	Multimedia Environmental Compliance Group
March 1, 2018	Revised Draft Final Land Use Control Remedial Design Amendment No. 1 to the Final (100% Design Submittal) Remedial Design Hydraulic Containment with Hot Spot Removal Operable Units 1A and 1B, Former Marine Corps Air Station Tustin, Tustin, California	Multimedia Environmental Compliance Group
June 1, 2018	Final Sampling and Analysis Plan for Per and Polyfluoroalkyl Substances in Groundwater in Carve-Outs 5 and 6, Former Marine Corps Air Station, Tustin, California.	Multimedia Environmental Compliance Group
June 1, 2018	Draft 2017 Annual Performance Evaluation Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and - 12), Former Marine Corps Air Station, Tustin, California.	Multimedia Environmental Compliance Group
October 11, 2018	Results of Groundwater Sampling for 1,2,3- Trichloropropane (1,2,3-TCP) in Operable Unit 1A, Former Marine Corps Air Station (MCAS), Tustin, California. 107 th Restoration Advisory Board Meeting.	BRAC Program Management Office
November 1, 2018	Final Summary Report for Per- and Polyfluoroalkyl Substances Presence/Absence Sampling in Groundwater in Carve-Outs 5 and 6, Former Marine Corps Air Station, Tustin, California.	Multimedia Environmental Compliance Group
August 9, 2019	Draft 2018 Annual Performance Evaluation Report, Groundwater Remedy at Operable Units 1A (IRP-13S) and 1B (IRP-3 and -12), Former Marine Corps Air Station Tustin, Tustin, California	Navy

EXHIBIT 2

TENANT PLAN



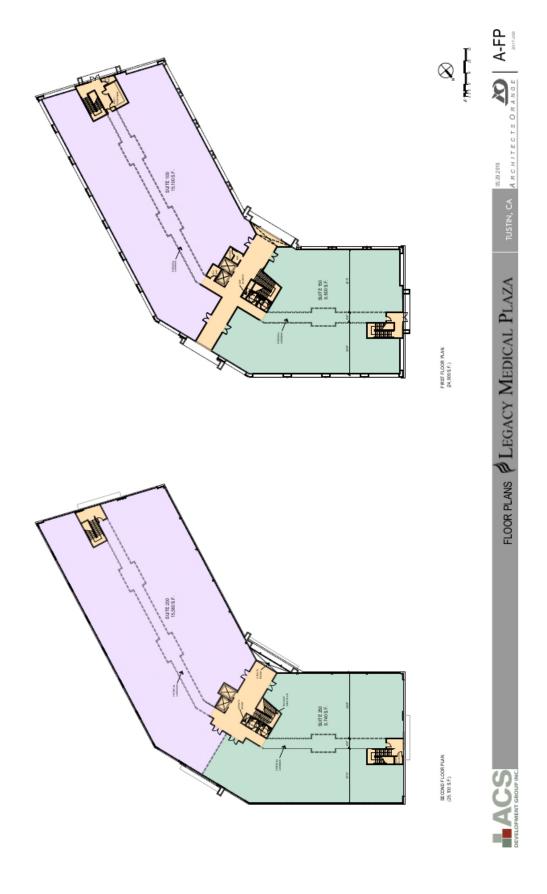


Exhibit 2-2



Exhibit 2-3

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 6.4

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: Subaward Agreement from University of

California, Irvine – NSF Prime Award DUE-1928554

ACTION: Approval

BACKGROUND

The University of California, Irvine (UCI) recently received an award from the National Science Foundation (NSF) to examine the patterns of cross-enrollment between California Community Colleges and UCI over the past 10 years and to test the efficacy of various interventions to increase cross-enrollment. Irvine Valley College (IVC) is one of three local community colleges to take part in this five-year project. The opportunity for CCC students to cross-enroll in courses at the University of California gives students the opportunity to experience the academic and social contexts of a four-year school (including the opportunity to participate in research), which can increase their perception of their ability to transfer and succeed at a four-year school.

STATUS

Irvine Valley College was recently notified by UCI that their recent collaborative proposal "Improving the Transition of Community College Students into University STEM Programs Through Cross Enrollment" is being funded by the NSF. IVC will be responsible for planning, conducting and presenting research and analysis of institutional data related to the development, assessment, and effectiveness of college programs, services, and activities for this project. The Grant Abstract, which provides a brief overview, is presented in Exhibit A. The subaward from UCI is for \$214,520 over a five-year period, October 1, 2019 to September 30, 2024, as presented in Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this subaward from the University of California, Irvine for \$214,520 from October 1, 2019 to September 30, 2024 for NSF award DUE-1928554 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

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:** "Improving the Transition of Community College Students into University STEM Programs Through Cross Enrollment"
- 2. PROJECT DIRECTOR: Loris Fagioli
- 3. PROJECT ADMINISTRATOR: Chris McDonald
- 4. GRANTOR AGENCY: National Science Foundation (NSF)
- 5. FUNDING SOURCE: NSF Improving Undergraduate STEM Education (iUSE)
- 6. STARTING AND ENDING DATES OF THE PROJECT: 10/01/2019 thru 09/30/2024
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Funded through a grant from the National Science Foundation, the University of California, Irvine will collaborate with Irvine Valley, Saddleback, and Orange Coast Colleges to examine the patterns of cross-enrollment between California Community Colleges and UCI over the past 10 years and to test the efficacy of various interventions to increase cross-enrollment. The opportunity for CCC students to cross-enroll in courses at the University of California gives students the opportunity to experience the academic and social contexts of a four-year school (including the opportunity to participate in research), which can increase their perception of their ability to transfer and succeed at a four-year school.

8. SUMMARY BUDGET

Grant In Kind Indirect Project
Award Matching Costs Total

\$156,584 \$ \$57,936 \$214,520

9. APPROVALS

Division/School Dean

Vice President of Instruction/Students

Vice Chancellor, Technology & Lrng Serv

Chancellor

President

Revised: 9-10-01

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	\$	\$		
2000 Classified Salaries	\$109,764.00	\$		
3000 Benefits	\$35,090.00	\$		
4000 Supplies	\$0.00	\$		
5000 Contracted Services and Other Expenses	\$11,730.00	\$		
6000 Capital Outlay	\$0.00	\$		
7000 Other Charges (e.g.: Indirect Costs)	\$	\$		
TOTALS	\$214.520.00	\$		

^{*}Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

Positions	Full-Time	Part-Time	<u>New</u>	Existing
1. Program Coordinator (Years 2-4) 20 hrs/wk	[]	[X]	[X]	[]
2.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

e/LocationU	<u>niversity of California I</u>	rvine, School of Education	
Technology	 Real Estate Public 	•Public: City, Education, N	Municipalities –
 Health Care 	 Manufacturing 	 Charitable Non-Profit 	Financial
e/Location			
Technology	•Real Estate Public	•Public: City, Education, N	Municipalities •Financial
	•Technology •Health Care e/Location •Technology	Technology Health Care Manufacturing e/Location Technology Real Estate Public Real Estate Public	Technology Real Estate Public Public: City, Education, Note that the Public Public Public: City, Education, Note that the Public Public Public: City, Education, Note that the Public

EXHIBIT B Page 1 of 19

	FDP Cost Reimbursement Research Subaward Agreement								
Federa	al Awarding Agency	National S	Science Foundatior	n (NSI	F)				
Pass-	Pass-Through Entity (PTE):			Subre	Subrecipient:				
			South 0	South Orange County Community College District dba Irvine Valley College					
PTE PI:					Sub PI:	:			
PTE Fe	deral Award No: DUE	-1928554			Subaw	ward No: 2019-3789			
Project	Title: Improving the Tr	ansition of C	ommunity College	e Stud	dents int	nto University STEM Programs Through Cross-Enrollment			
Subawa Start:	ard Period of Performan 10/01/2019		riod): 9/30/2020		Amount	nt Funded This Action (USD): \$ 3,428.00			
Estimat Start:	red Project Period (if incr 10/01/2019	ementally funde End: 09	ed): 9/30/2024	- 	Increme	entally Estimated Total (USD): \$ 214,520.00			
buc inde 2. Sub	lget for this Subaward ependent entity and n precipient shall submit	l are as sho ot an emplo t invoices no	able subaward, a wn in Attachment yee or agent of F ot more often that	s des t 5. In TE. n moi	its perf	above, to Subrecipient. The Statement of Work and formance of Subaward work, Subrecipient shall be an and not less frequently than quarterly for allowable costs process payments in accordance with this Subaward			
curi (a). con	and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.								
Fir The 4. All	 3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report. 4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. 								
5. Ma	tters concerning the t	echnical per	formance of this	Suba	award sh	shall be directed to the appropriate party's Principal ts are required as shown in Attachment 4.			
Sub sho	paward, and any chan	iges requirin A and 3B. Ar	g prior approval, ny such change r	shall nade	be dire to this \$	the terms, conditions, or amounts cited in this ected to each party's Administrative Contact, as Subaward requires the written approval of each			
Uni	_	nall be consi	dered valid 14 da	ays a	fter rece	rformance and budget Unilaterally eipt unless otherwise indicated by Subrecipient when a Attachment 3B.			
offi 9. Eith Co	8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. 9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.								
_	• •	_				ch are hereby incorporated by reference, Subrecipient			
ap _l Fe	olicable terms of the F	ederal Awa cy, as refere	rd, including the a	appro ent 2.	priate F The pa	with the terms and conditions of this Subaward and the Research Terms and Conditions ("RTCs") of the arties further agree that they intend this Subaward to			
By an A	Authorized Official of Pa	ss-through Er	ntity:		By an A	Authorized Official of Subrecipient:			
					¬				
Name:	Nina Crow		Date		Name:	Ann-Marie Gabel Date			
Title: Subcontract Officer					Title:	Vice Chancellor Business Services			

Attachment 1 Certifications and Assurances

Subaward Number:

2019-3789

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

2019-3789

Required Data	Elements
---------------	-----------------

The data elements required by Uniform	Federal Award Issue Date FAIN CFDA No.					
Guidance are incorporated in the attached Federal Award.	07/03/09 1928554 47.076					
This Subaward Is:	CFDA Title					
Research & Development Subject to FFATA	Education and Human Resources					
Research & Development	Key Personnel Per NOA Baker/Sato/Giblin/Fagioli/Klein					
	Daker/Sato/Gibilit/1 agioti/Rieli1					
General Terms and Conditions						
By signing this Subaward, Subrecipient agrees to the following:						
 To abide by the conditions on activities and restrictions on expenditure applicable to this Subaward to the extent those restrictions are pertine Awarding Agency's website: 						
https://nsf.gov/pubs/policydocs/pappg17_1/index.jsp						
2. 2 CFR 200 and 2 CFR 2500.						
The Federal Awarding Agency's grants policy guidance, including add performance or as amended found at:	lenda in effect as of the beginning date of the period of					
http://www.nsf.gov/bfa/dias/policy/grants.jsp						
4. Research Terms and Conditions, including any Federal Awarding Age	<u> </u>					
https://www.nsf.gov/awards/managing/rtc.jsp	except for the following					
change.	ess than 30 days prior to the desired effective date of the requested					
 Any payment mechanisms and financial reporting requirements de Conditions and Agency-Specific Requirements are replaced with T Any prior approvals are to be sought from the PTE and not the Fed 	erms and Conditions (1) through (4) of this Subaward; and					
 d. Title to equipment as defined in 2 CFR 200.33 that is purchased or as direct costs of the project or program, shall vest in the Subrecipe. e. Prior approval must be sought for a change in Subrecipient PI or c 	r fabricated with research funds or Subrecipient cost sharing funds, ient subject to the conditions specified in 2 CFR 200.313.					
5. Treatment of program income: Additive						
This section intentionally left	blank					
Special Terms and Conditions:						
Copyrights:						

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Data Charing and Access (Charle if applicable)

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable).	
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as refle	ected in the NOA (or in
the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and	provided upon request.

EXHIBIT B Page 4 of 19

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: NSF - NSF PAPPG Chapter IX.A

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding

Agency. Such report shall be made bidentified COI.	pefore expenditure of funds authorized in this Subaward and within 45 days of any subsequen
Work Involving Human or Vertebrate	e Animals (Select Applicable Options)
· ·	No Human or Vertebrate Animals
	_
	This section left intentionally blank.
Harrier Oakingto Deta (Oalast Oas)	Net Applicable
Human Subjects Data (Select One)	Not Applicable
	This section left intentionally blank
Additional Terms	
Change in Subrecipient PI requires pri	for agency approval
Change in Subrecipient i Trequires pri	ог адепсу арргочаг.
See prime award for restrictions on pa NSF support.	yments/gifts to participants, compensation for survey respondents and acknowledgement of

EXHIBIT B Page 5 of 19 Subaward Number:

2019-3789

Attachment 3A

Pass-Through Entity (PTE) Contacts

PTE In	formation									
Entity N	ame:									
Legal A	ddress:	Sponsored Projects Administration - Office of Research 141 Innovation Drive, Suite 250 University of California, Irvine Irvine, CA 92697-7600								
Websit	te:	www.uci.edu								
PTE C	ontacts									
Ce	entral Email	subawards@research.uci.edu								
Princip	oal Investiga	ator Name:								
	Email:	rachelbb@uci.edu Telephone Number: (949) 824-2859								
Admini	strative Co	ntact Name: Nina Crow								
	Email:	nwcrow@uci.edu Telephone Number: (949) 824-7107								
COI Co	ontact emai	l (if different to above): coioc@exchange.uci.edu								
Financ	ial Contact	Name: Kyoko Shimizu								
	Email:	kmshimiz@uci.edu Telephone Number: (949) 824-7250								
Email i	nvoices?	Yes No Invoice email (if different):								
Authori	zed Official	Name: Nina Crow								
	Email:	nwcrow@uci.edu Telephone Number: (949) 824-7107								
PI Add	lress:									
		Rachel Baker 2080 Education University of California, Irvine Irvine, CA 92697-5500								
Admini	istrative A	ldress:								
		same as legal address								
Invoice	e Address:									
		Kyoko Shimizu 3221 Education University of California, Irvine								

Irvine, CA 92697-550

Attachment 3B

Subrecipient Contacts

EXHIBIT B Page 6 of 19 Subaward Number:

2019-3789

Entity's DUNS Name: 179	
EIN No.: 95-24798	
DUNS:	Currently registered in SAM.gov: Yes No Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)
Parent DUNS:	This section for U.S. Entities: Zip Code Look-up
Place of Performance Addr	ess Congressional District: 45th Zip Code+4: 92618-0301
Admir 5500	Valley College histration A-120 Irvine Center Drive CA 92618
Subrecipient Contacts	
Central Email:	ivcfiscal@ivc.edu
Website:	http://www.ivc.edu
Principal Investigator Na	me:
Email: Ifagiol	Telephone Number: (949) 451-5513
Administrative Contact Na	ame: Rachel Manders
Email: rmand	lers@ivc.edu Telephone Number: (949) 451-5777
Financial Contact Name:	Brian Kim
Email: bkim6	7@ivc.edu Telephone Number: (949) 451-5469
Invoice/Payment Email	accountspayable@socccd.edu
Authorized Official Name	Ann-Marie Gabel
Email: agabe	l@socccd.edu Telephone Number: (949) 582-4664
Legal Address:	
South Orange County Attn: Grants/Contract 28000 Marguerite Par Mission Viejo, CA 926	s kway
Administrative Address	
Irvine Valley College Administration A-112 5500 Irvine Center Dr Irvine, CA 92618	ive

Payment Address:

Irvine Valley College Administration A-112 5500 Irvine Center Drive Irvine, CA 92618

Attachment 3B-2

Highest Compensated Officers

EXHIBIT B Page 7 of 19 Subaward Number:

2019-3789

Subrecipient:	
Institution Name:	South Orange County Community College District dba Irvine Valley College
PI Name:	
Highest Comp	pensated Officers
the entity in the Federal awards not have access periodic reports	total compensation of the five most highly compensated officers of the entity(ies) must be listed if a preceding fiscal year received 80 percent or more of its annual gross revenues in an an an angular gross revenues from Federal awards; and the public does to this information about the compensation of the senior executives of the entity through a filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue
Officer 1 Name:	
Officer 1 Compens	sation:
Officer 2 Name:	
Officer 2 Compens	sation:
Officer 3 Name:	
Officer 3 Compens	sation:
Officer 4 Name:	
Officer 4 Compens	sation:
Officer 5 Name:	
Officer 5 Compens	sation:

EXHIBIT B Page 8 of 19

Subaward Number:

2019-3789

Attachment 4 Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A): **Technical Reports:** Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of of the end of the month. Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable. A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first. Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency. **Prior Approvals:** Carryover: Carryover is automatic Other Reports: In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency. A negative report is required: Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below. Other Special Reporting Requirements:

EXHIBIT B Page 9 of 19 Subaward Number:

2019-3789

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

If award is FFATA eliç	gible and SOW exceeds			pages Subrecipient Federal Aw	rard Project Description
		E	Budget Infor	mation	
Indirect Information	า Indirect Cost Rate (II	DC) Applied	37 %	Cost Sharing	No
D . T	Indirect Cost Rate (II	DC) Applied	37 %	Cost Sharing If Yes, include A	
D . T		DC) Applied Attached,		g cost channing	
Rate Type: Modifie	ed Total Direct Costs			g cost channing	
Rate Type: Modifie	ed Total Direct Costs			If Yes, include A	
Rate Type: Modifie	ed Total Direct Costs			If Yes, include A	mount: \$
Rate Type: Modifie	ed Total Direct Costs			If Yes, include A	idget Totals \$ 156,584.00
Rate Type: Modifie	ed Total Direct Costs			If Yes, include A Bu Direct Costs Indirect Costs	idget Totals \$ 156,584.00
Rate Type: Modifie	ed Total Direct Costs			Bu Direct Costs Indirect Costs Total Costs	mount: \$
Rate Type: Modifie	ed Total Direct Costs			Bu Direct Costs Indirect Costs Total Costs	mount: \$
Rate Type: Modifie	ed Total Direct Costs			Bu Direct Costs Indirect Costs Total Costs	mount: \$

Promoting Cross-Enrollment to Bridge the 2- to 4-Year Gap for Underrepresented Students

Statement of Work Irvine Valley College

September 1, 2019 - August 31, 2024

Loris Fagioli, Director of Research, Planning, and Accreditation at Irvine Valley College (IVC), will oversee administration of the student and administrator focus groups, interviews, and surveys at IVC in Phase 1 of the study. Starting in September, 2019, he will oversee the implementation of the pilot intervention at IVC, and in September, 2020, he will oversee the implementation of the main intervention at IVC. In conducting each of these duties, Dr. Fagioli will coordinate the necessary staff and administrators at IVC. Additionally, in his role as Director of Research at IVC, Dr. Fagioli will coordinate the collection of all necessary data and will oversee the transfer of data to the main project server. As the main institutional researcher on the project, Dr. Fagioli will also ensure that data collected at the three California Community Colleges are compatible and able to be matched with UCI data.

		2019-20	2020-21	2021-22	2022-23	2023-24	
		Year 1	Year 2	Year 3	Year 4	Year 5	Total Request
۹.	Senior Personnel						
OC	Loris Fagioli, Co-Pl						
	sub-total						
3.	Other Personnel						
oc	Program Coordinator (TBD)	940	34,092.00	36,900.00	38,772.00		109,764.00
	sub-total		34,092	36,900	38,772		109,764
	Fringe Benefits	31, 21 - W 30 - 10 - 10 - 10 - 10 - 10 - 10 - 10		CHOICE MANAGEMENT	110-110-110-110-1		
oc	Program Coordinator (TBD)		10,194.00	12,140.00	12,756.00		35,090.00
Page 1	sub-toal sub-toal		10,194	12,140	12,756		35,090
Ο.	Equipment						
	sub-total						
i.	Travel						
oc	Conference Registration	400	412	424	437	450	
C	Airfare	500	515	530	546	562	6,75%
C	Hotel (Per Diem Rate)	750	773	796	820	845	
C	Rental Car	150	155	160	165	170	
C	Meals	240	247	254	262	270	
C	Mileage	17	35	35	35	17	
oc	Parking	45	90	90	90	45	A CANADA
100	sub-total	2,102	2,226	2,289	2,354	2,359	11,330
	Participant Support Costs		Minus \$1		Minus \$1		
	Travel allowance and/or registration						
	fees paid on behalf of participants or						*
	trainees outside SOCCCD						
i.	sub-total Other Direct Costs			M E Te			
	Materials & Supplies						-
oc	Meeting Support for Focus Groups Evaluator	400.00					400.00
	Memberships						
	sub-total	400.00		100 ONE 161		State St.	400.00
1.	Total Direct Costs (A-G)	2,502	46,512	51,329	53,882	2,359	
	Total Indirect Costs	926	17,209	18,992	19,936	873	The second secon
	Total Direct & Indirect (H+I)	3,428	63,721	70,321	73,818	3,232	214,520
	Residual Funds	Temes At a	72/27/2008/C		10000000	11272151515	
	Amount of Request (J)	3,428	63,721	70,321	73,818	3,232	214,520
M	Cost Sharing						

Fagioli, Loris Irvine Valley College

BUDGET JUSTIFICATION

A. SENIOR PERSONNEL

No funds are requested for the Co-PI. A description of this role is included in the Facilities, Equipment, and Other Resources section of the proposal.

B. OTHER PERSONNEL

IVC requests funding for a part-time Program Coordinator (TBD) to manage in the implementation of the project at Irvine Valley College during Years 2-4. This is a half-time position based on 20 hours per week, 12 months per year. The Program Coordinator will be responsible for implementing the intervention by facilitating cross-enrollment at the institutional level, developing materials to implement the proposed intervention strategies, developing materials that align with the proposed intervention strategies, assist in promoting outreach efforts, and working with partner community colleges and the investigators at UCI to analyze data. Salary is commensurate according to the SOCCCD Classified Employees Salary Schedule, based on Program Coordinator, Range 134, Steps 1-3, [Yr-2, 2020-21, \$34,092; Yr-3, 2021-22, \$36,900; and Yr-4, 2022-23, \$38,772]. The total request is \$109,764 over Years 2 - 4.

C. FRINGE BENEFITS

IVC is requesting funds for statutory benefits for Other Personnel (Program Coordinator). Benefits include PERS (Yr 2, 20.8% & Yrs 3-4, 23.8%); OASDI (6.20%); Medicare, (1.45%); State Unemployment Insurance, (0.5%); and Workers' Compensation (1.40%); [Yr-2, 2020-21, \$10,194; Yr-3, 2021-22, \$12,140; and Yr-4, 2022-231, \$12,756]. The total request is \$35,090.

D. EQUIPMENT

No funds requested.

E. TRAVEL

The budget will cover <u>local travel costs</u> to attend 3 project meetings annually at UCI. These costs include mileage reimbursement and parking permits on the UCI campus.

- Year 1: 3 trips (Co-PI), 10 miles roundtrip (30 total miles) @ 0.58 cents / mile = \$17.40 + 3 campus parking permits @ \$15 = \$45; total costs \$62.40
- Year 2: 6 trips (Co-PI and Project Coordinator), 10 miles roundtrip (60 total miles) @ 0.58 cents / mile = \$34.80 + 6 campus parking permits @ \$15 = \$90; total costs \$124.80
- Year 3: 6 trips (Co-PI and Project Coordinator), 10 miles roundtrip (60 total miles) @ 0.58 cents / mile = \$34.80 + 6 campus parking permits @ \$15 = \$90; total costs \$124.80
- Year 4: 6 trips (Co-PI and Project Coordinator), 10 miles roundtrip (60 total miles) @ 0.58 cents / mile = \$34.80 + 6 campus parking permits @ \$15 = \$90; total costs \$124.80
- Year 5: 3 trips (Co-PI), 10 miles roundtrip (30 total miles) @ 0.58 cents / mile = \$17.40 + 3 campus parking permits @ \$15 = \$45; total costs \$62.40

We request funding for travel to <u>domestic academic conferences</u> to disseminate information about the project and our findings. We budget one 4-day/3-night trip annually. Potential conferences include the Association for the Study of Higher Education, the American Educational Research Association, the Association for Institutional Researchers, and the California Association for Institutional Research. Estimated costs in Year 1 (\$2,040) include airfare (\$500), lodging (\$750), ground transportation (\$150), meals and incidentals (\$240) at and conference registration fees (\$400). Costs are escalated 3% annually.

Fagioli, Loris Irvine Valley College

[Yr-1, 2019-20, \$2,102.40; Yr-2, 2020-21, \$2,226.00; Yr-3, 2021-22, \$2,289.04; Yr-4, 2022-23, \$2,353.96; and Yr-5, 2023-24, \$2,359.44]. The total request is \$11,330.

F. PARTICIPANT SUPPORT COSTS

No funds requested.

G. OTHER DIRECT COSTS

IVC is requesting funds for meeting support to gather information from students and staff. Lunch will be provided to student and faculty/staff groups who participate in focus groups [Yr-1, 2019-20]. *The total request is* \$400.

H. TOTAL DIRECT COSTS

IVC is requesting funds for total direct costs for [Yr-1, 2019-20, \$2,502.40; Yr-2, 2020-21, \$46,512.00; Yr-3, 2021-22, \$51,329.04; Yr-4, 2022-23, \$53,881.96; and Yr-5, 2023-24, \$2,358.44]. The total request is \$156,584.

I. TOTAL INDIRECT COSTS

Total indirect costs requested are based on IVC's provisional and negotiated indirect cost rate of 37% for modified total direct costs, [Yr-1, 2019-20, \$925.89; Yr-2, 2020-21, \$17,209.44; Yr-3, 2021-22, \$18,991.74; Yr-4, 2022-23, \$19,936.33; and Yr-5, 2023-24, \$872.62]. The total indirect costs request is \$57,936.

J. TOTAL DIRECT & INDIRECT COSTS

IVC is requesting funds for total direct costs and indirect costs for [Yr-1, 2019-20, \$3,428.29; Yr-2, 2020-21, \$63,721.44; Yr-3, 2021-22, \$70,320.78; Yr-4, 2022-23, \$73,818.29; and Yr-5, 2023-24, \$3,232.06]. The total request is \$214,520 for a five-year iUSE project grant.

K. RESIDUAL FUNDS

No funds requested.

L. AMOUNT OF REQUEST

The total amount requested is \$214,520.

M. COST SHARING

Not applicable.

Subaward Number:

2019-3789

EXHIBIT B Page 14 of 19

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

From: <u>jgosey@nsf.gov</u>

To: OR - ORA Awards Mailbox

Cc: dgaawd@nsf.gov, swytchmo@nsf.gov, twashing@nsf.gov

 Subject:
 Award Id: 1928554, PI: Baker

 Date:
 Wednesday, July 3, 2019 4:00:42 AM

AWARD NOTICE

Award Date:

Award No. (FAIN):

Proposal No.:

Managing Division Abbreviation:

July 3, 2019
1928554
1928554
DUE

Ms. Nancy Lewis Director of Sponsored Projects University of California, Irvine 141 Innovation Drive, Ste 250 Irvine, CA 92617-3213 DUNS ID: 046705849

Dear Ms. Lewis:

The National Science Foundation hereby awards a grant of \$2,500,000 to University of California, Irvine for support of the project described in the proposal referenced above as modified by e-mail dated June 15, 2019. This award is expected to total \$2,500,000.

This project, entitled "Improving the Transition of Community College Students into University STEM Programs Through Cross-Enrollment," is under the direction of Rachel Baker, Brian Sato, Tara Giblin, Loris Fagioli, Jennifer T. Klein.

This award starts October 1, 2019 and ends September 30, 2024.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTCs) dated March 14, 2017, and NSF Agency Specific Requirements, dated February 25, 2019, available at: https://www.nsf.gov/awards/managing/rtc.isp.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VI Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots. and the following terms and conditions:

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAReporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 19-540, Improving Undergraduate STEM Education: Hispanic-Serving Institutions (HSI Program).

One year from the date specified on the determination notice, the Authorized Organizational Representative is required to either:

- 1. Verify that the project continues to lack immediate plans for the involvement of human subjects, their data, or their specimens; or
- 2. Provide documentation to the cognizant NSF Program Officer to demonstrate that IRB approval has been obtained.

No work with human subjects, including recruitment, may be conducted under this award until the protocol has either been declared exempt or the protocol has been reviewed and approved by the organization's Institutional Review Board, and certification has been submitted to the cognizant NSF Program Officer.

The Foundation authorizes the awardee to enter into the proposed subaward arrangement and to fund the subaward with award funds up to the amount indicated in the approved budget or NSF-approved post award request. The subaward should contain appropriate provisions consistent with Appendix B of the Research Terms and Conditions (RTC) dated October 1, 2017, or Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated February 25, 2019 (as appropriate), as well as any special conditions included in this award.

Incentive payments or gifts to participants must be made in accordance with written institutional policies and procedures and supported by auditable documentation. The allowability of these costs will ultimately be based on the awardee institution's ability to adequately demonstrate that the incentives have been disbursed in accordance with its policies and procedures.

This award includes, within the approved budget, monetary compensation for survey respondents. Such compensation is defined as Subject Payments.

Compensation to subjects under this award must be made in accordance with written institutional policies and procedures and supported by auditable documentation.

The allowability of these costs will ultimately be based on the awardee institution's ability to adequately demonstrate that Subject Payments have been disbursed in accordance with its policies and procedures.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.)

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The indirect cost rate(s) for this award is/are:

Item Name Indirect Cost Rate

MTDC 54.5000%

These rates are at the time of award and are based upon the budget submitted to the NSF. It does not include any out-year adjustments. The NSF will not modify awards simply to correct indirect cost rates cited in the award notice. See the Proposal & Award Policies & Procedures Guide (PAPPG) Chapter X.A.3.a. for guidance on re-budgeting authority.

Please view the project reporting requirements for this award at the following web address [https://reporting.research.gov/fedAwardId/1928554].

The cognizant NSF program official for this grant is Talitha Washington, (703) 292-4640 The cognizant NSF grants official contact is Jannele Gosey, (703) 292-4445.

Sincerely,

Jannele Gosey Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources awards@research.uci.edu

DUE-1928554 000 SUMMARY PROPOSAL BUDGET

Funds

Person MOS granted

cal acad sumr By NSF

A. (5.00) Total Senior personnel 0.00 0.00 7.50 \$103,689

B. Other Personnel

 1. (5.00) Post Doctoral associates
 30.00 0.00 0.00 \$146,736

 2. (3.00) Other professionals
 9.00 0.00 0.00 \$40,949

 3. (5.00) Graduate students
 \$177,713

 4. (0.00) Secretarial-clerical
 \$0

 5. (2.00) Undergraduate students
 \$9,000

6. (0.00) Other \$0

Total salaries and wages (A+B) \$478,087 C. Fringe benefits (if charged as direct cost) \$73,431 Total salaries wages and fringes (A+B+C) \$551,518

D. Total permanent equipment \$0

E. Travel

1. Domestic \$41,026 2. International \$0 F. Total participant support costs \$0

G. Other direct costs

1. Materials and supplies \$6,673 2. Publication costs/page charges \$9,000 3. Consultant services \$12,500 4. Computer (ADPE) services \$0 5. Subawards \$756,434 6. Other \$517,997 Total other direct costs \$1,302,604 H. Total direct costs (A through G) \$1,895,148

I. Total indirect costs \$604,852

(For information on the rate used, please refer to the award notice)
J. Total direct and indirect costs (H+I) \$2,500,000

K. Fee \$0

L. Amount of this request (J) or (J+K) \$2,500,000

M. Cost sharing \$0

ATTACHMENT 7

(INVENTION STATEMENT/EQUIPMENT REPORT)

Subaward No.:				*	(4)
Reporting Period:					
Subrecipient's Principal Inv	estigator:				
INVENTION STATEMENT					
Invention was was not en performance of work during	onceived or first act the subaward repor	ually reduced ting period.	to practice in	the	
EQUIPMENT REPORT				e 1	120
Equipment 🗌 was 🔲 was not p	ourchased during th	e subaward r	eporting period.		
If equipment was purchased durinformation:	ing the subaward p	eriod, please	provide the foll	owing	
Description of the equipment ite	emi: .		yA • • • • • • • • • • • • • • • • • • •		*
Manufacturer, model number, ar	nd serial number:	#8 #8			
Cost charged to the subaward:		•	** **	75 26 2.	ر
Acquisition date:	• 94	*			*
a ×	* *	, a ,			.*
*********	******	*****	*****	*****	****
,	***	*		**	
ignature of Subrecipient's Princ	ipal Investigator	,	Date	8.	,
. 4		10%		sheg ¹³	٠.
ignature of Subrecipient's Autho	orized Official		Date		Ph.

ATTACHMENT 8 SAMPLE INVOICE

The state of the s				W. 1171. W. 114.	0,0
Date:	-				
Total Award Amount	- !				
Voucher Number:	. J				
Subaward:					
Remittance Address:			\$ es		
Subaward No.		o a			
Pass-through Entity (PTE)	The Regents	of the University	of California		
PTE's Fund Number				***************************************	Z)
Period of Claim					
Remittance Information:					
Federal Tax I.D.	ēr.		* ***		
Accounts Receivable Contact	***************************************				
Telephone #					
Major Cost Elements	Cu	rrent Period		Cumulative to Date	
Salaries and Wages	-		0		
Supplies and Expenses					
Equipment/Facilities	, <u> </u>			·	
<u>Travel</u> .	est and the second seco	•			1000000
Employee Benefits		·	<u>.</u>		
Other	×				
Total Cost	-				
Previously Claimed	•				
Current Claim			•		
Certification: By signing this report, I accurate, and that all expenditures, dist and condition of the award. I am aware may subject me to criminal, civil or adr Title 18, Section 1001 and Title 31, Section	bursements and that any false, f ninistrative per	d cash receipts are licticious, or fraud nalties for fraud, f	for the puposes a ulent information, o	nd objectives set forth in the t or the omission of any material	erms I fact,
Subrecipient Official Authorized		Date			
	*			*	
PTE Principal Investigator Signature	of Approval	Date		•	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 6.5

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Soccer and Practice Fields Project,

Architectural Services, Verde Design, Inc.

ACTION: Approval

BACKGROUND

On June 25, 2018, the Board of Trustees approved basic aid funds equaling \$175,000 for the Irvine Valley College Soccer and Practice Fields Project. On June 24, 2019, the Board of Trustees approved basic aid funds equaling \$10,000,000 for the Irvine Valley College Soccer and Practice Fields 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 August 23, 2019, Request for Qualifications and Proposals 378D for Architectural Services (RFQ&P) was issued by placing advertisements in the OC Register on August 23 and 30, 2019. The RFQ&P document was made available on the District's website and sent out to 156 firms through the PlanetBids system. The District further identified and reached out to 60 firms and distributed the RFQ&P. On September 24, 2019, eight proposals were received and have been deemed responsive in conformance to RFQ&P specifications (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 October 3, 2019. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to Verde Design, Inc. for the Irvine Valley College Soccer and Practice Fields Project, in the amount of \$440,000.

Basic aid funds are available in the approved project budget of \$10,175,000.

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 Verde Design, Inc. for the Irvine Valley College Soccer and Practice Fields Project, in the amount of \$440,000.



Architectural Services for 2 Separate and Independent Projects

Project 2: Soccer and Practice Fields at Irvine Valley College

Submittals

South Orange County Community College District October 28, 2019

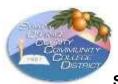
COMPANY NAME	CITY	PROPOSAL EVALUATION SCORE	TOTAL PROPOSED FEE
*Verde Design, Inc.	Riverside, CA	84	**\$440,000.00
IBI Group	Irvine, CA	79	\$452,500
Ghataode Bannon Architects, LLP	Costa Mesa, CA	74	\$405,000
KPFF	Irvine, CA	68	\$371,200
Perkins Eastman Dougherty	Costa Mesa, CA	67	\$390,700
SVA Architects, Inc.	Santa Ana, CA	66	\$543,000
Little Diversified Architectural Consulting, Inc.	Newport Beach, CA	61	\$671,200
TAIT & Associates, Inc.	Santa Ana, CA	48	\$583,000

^{*} Firm recommended for award of contract.

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 Soccer and Practice Fields Project.
- Demonstrated best fit in understanding the project's needs and user group's expectations.

^{**}Final negotiated fee.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT IRVINE VALLEY COLLEGE SOCCER AND PRACTICE FIELDS PROJECT VERDE DESIGN, INC.

This AGREEMENT is made and entered into this 29th day of October in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Verde Design, Inc., 2455 The Alameda, Santa Clara, CA 95050, 408-985-7200, 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 Soccer and Practice Fields 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. <u>Services</u>. 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 reemployed 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 and one Design Professional in Responsible Charge. The ARCHITECT shall designate Devin Conway, as Project Executive, and a management team of Chris Giannini as Project Manager and Michael Stephens as Design Professional in Responsible Charge. 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. <u>Services</u>. The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, landscape architecture, structural, electrical, cost estimator, etc. services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

- 2.2. <u>Coordination of Others</u>. 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. <u>Regulatory Compliance</u>. 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. <u>SDs to DDs</u>. 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. <u>DDs to CDs</u>. 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. <u>Coordination for Government Authorities</u>. 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. <u>Subconsultants</u>. 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. <u>Written Understanding</u>. 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. <u>Construction Cost.</u> 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. <u>CAD.</u> The ARCHITECT and their consultant shall employ insert Building Information Modeling (BIM) using Revit or CAD 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 CAD 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 subconsultant 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:
 - 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. <u>Sustainability</u>. 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. <u>Building Codes</u>. 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. <u>Bid Prep</u>. 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. <u>Bid Marketing</u>. 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. <u>Construction Administration</u>. 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. <u>Evaluate Contractor Performance</u>. 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. <u>Submittals</u>. 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. <u>Substitutions</u>. 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. <u>District Representative</u>. 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. <u>Certification of Payment</u>. 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. <u>Claim Evaluation</u>. 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. <u>Substantial Completion</u>. 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. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard hourly</u> rates. Such services shall include:
 - a. <u>Regulatory Revisions</u>. 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. <u>Scope Change after Phase Approvals</u>. 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. <u>Change Orders</u>. 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. <u>Damage or Destruction</u>. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. <u>Contractor Default</u>. 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. <u>Legal Services</u>. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. <u>Consultant Coordination</u>. 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. <u>Test and Balance</u>. 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. <u>Construction Administration Add Service</u>. 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. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. <u>Term</u>. The construction time frame is anticipated for six 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 March 1, 2022. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. <u>Extension.</u> 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. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "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:
 - 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. <u>Contract Price for Services</u>. The Contract Price for the ARCHITECT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:

a. Schematic Design Phase \$ 44,800

b. Design Development Phase \$ 96,000

c. Construction Document Phase \$189,200

	TOTAL	\$4	40.000
g.	Reimbursable Cost	\$	0
f.	Close Out Phase	\$	6,800
e.	Construction Phase	\$ 9	94,400
d.	Bidding Phase	\$	8,800

- 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 ARCHITECT 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.
 - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECT in the interest of the PROJECT.
 - b. Reimbursable expenses shall only be authorized and pre-approved most economical transportation, air fare for out-of-town travel related to the PROJECT; 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. Expense of renderings, models and mock ups requested by the DISTRICT if not part of ARCHITECT'S Basic Services will be reimbursed.
- 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. <u>DISTRICT Payment of Contract Price</u>. 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. <u>Withholding Payment</u>. 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 it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.9. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the 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. <u>Schedule Delay</u>. 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. <u>District Ownership of Documents</u>. 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. <u>Electronic Copy of Documents</u>. The ARCHITECT shall perform the work under this AGREEMENT using 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. <u>Documentation</u>. 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. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the 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. <u>Suspension of PROJECT</u>. 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. <u>Liability for District Damages</u>. 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. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.2. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the 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. <u>District Provided Information</u>. 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. <u>District Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner 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. <u>District Notification</u>. 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. <u>Geotechnical Data</u>. 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. <u>Reliable Information</u>. 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. <u>Equal Opportunity/Non-Discrimination</u>. 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. <u>Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations</u>. 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. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or 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. <u>Employment with Public Agency</u>. 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. <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

- 11.8. 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. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of 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. <u>Permits/Licenses</u>. 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. <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT ARCHITECT

Mark Schoeppner Devin Conway

Construction Manager Principal in Charge

South Orange County Verde Design, Inc.

Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Email: mschoeppner@socccd.edu

2455 The Alameda Santa Clara, CA 95050 Email: devin@verdedesigninc.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. 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 to 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.
- 11.16. <u>Binding Agreement</u>. 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. <u>Contract.</u> A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the ARCHITECT for the

PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the ARCHITECT or DISTRICT.

- d. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- e. <u>Site</u>. The physical area for construction and activities relating to construction of the PROJECT.
- f. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- g. <u>Substantial Completion</u>. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- h. <u>Final Completion</u>. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

ARCHITECT Verde Design, Inc.	DISTRICT South Orange County Community College District
Devin Conway, PE Principal in Charge	Ann-Marie Gabel Vice Chancellor, Business Services
(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.
 - 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 subconsultants, 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.
 - 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, widows, 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.

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.

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.
 - 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.

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 NOT USED.

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.

Structural:

Completed structural floor plans and sections with detailing well advanced.

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 5075% 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 <u>all</u> 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.
- 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

- 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.
- 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 fees for extra services shall include fully burdened hourly rates for each title. Fees shall be firm and fixed through the entirety of the five year term. Rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel.

Architectural Services – Verde Design, Inc.	<u>Fee Per Hour</u>
Principal	\$225.00
Project Manager – Level Four	\$210.00
Project Manager – Level Three	\$190.00
Project Manager – Level Two	\$165.00
Project Manager – Level One	\$150.00
CAD Manager	\$160.00
Project Designer Soccer and Practice Fields Project	\$140.00

Project Administrator	\$80.00
0	
Structural Engineers – AKH Engineers	
Principal Engineer	\$250.00
Project Engineers	\$240.00
Structural Engineer	\$226.00
Staff Engineer	\$196.00
Administrative Assistant	\$120.00
Electrical Engineers - FBA Engineering	
Principal Engineer	\$210.00
Senior Associate	\$160.00
Associate/Project Manager	\$160.00
Clerical	\$50.00

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.6 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Saddleback Programs to be Offered at ATEP

(Revised from 2011/2012)

ACTION: Approval

BACKGROUND

Saddleback College and Irvine Valley College initially presented their vision for use of the ATEP campus site to the Board of Trustees in December 2011 and submitted their respective lists of programs to be developed at ATEP in February 2012. These program offerings were approved by the Board of Trustees. Since that time, Saddleback College has reassessed the needs of its community and the college, itself, and reassessed how facilities at ATEP might best incubate, support and grow Saddleback programming that could be offered at the ATEP campus. Saddleback College presented rationale and proposed programming to the Board of Trustees on July 15, 2019.

<u>STATUS</u>

Saddleback College has identified proposed programming to be located at the ATEP campus, as follows, and will be advocating for construction of a new building at the site to house these programs.

- Culinary and Hospitality
 - The College proposes transferring its existing Culinary program, currently housed in a temporary facility, to new facilities at ATEP, which will include a restaurant open to the public and available for other community colleges to lease for limited use by their own Culinary programs as well as work-based learning opportunities with industry partners in the region.
 - Saddleback is developing an expanded Hospitality program, focused on hybrid classroom/work-based learning and proposes that this newly expanded program be located in new facilities at ATEP, likely to include industry partnerships in the region.
- Advanced Transportation and Logistics
 - The College proposes a stepped transfer of its existing Automotive Technology program to new facilities at ATEP that will service real, active-use vehicles, involve industry partnerships for work-based learning, and will focus on four areas:

Item Submitted By: Dr. Elliot Stern, President, Saddleback College

- Electric Vehicle (EV), Hybrid Electric Vehicle (HEV) and Plug-in Electric Hybrid Vehicle (PEHV) repair
- Other alternative fuel vehicle repair
- Autonomous and semi-autonomous vehicle repair
- Vehicle software and technology repair, customer support and customer training
- Saddleback, through its Business Division, is developing an expanded Logistics/Supply Chain Management program, which we propose to be located at new facilities at ATEP, likely to include work-based learning components and therefore likely to involve industry partnerships in the region.
- Emeritus Institute—Saddleback College's Emeritus Institute offers no-fee classes to retirees at 34 off-campus locations. The College proposes including new facilities at ATEP as a possible additional location, thereby better serving the regional community.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the Culinary and Hospitality, Advanced Transportation and Logistics, and Emeritus Institute programs to be offered by Saddleback College at its new facility at ATEP.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.7 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Award, Saddleback College, U.S. Department of

Education Childcare Access Means Parents In School (CCAMPIS)

Award

ACTION: Approval

BACKGROUND

In July 2018, Saddleback College submitted a proposal to the U.S. Department of Education in response to their program solicitation for Childcare Access Means Parents In School Program (CFDA 84.335A). This project provides Saddleback College the opportunity to provide discounts to qualified student-parents that use the Child Development Center for their childcare needs while attending school. Funding for each year was limited to one percent of the total amount of all Federal Pell Grant funds awarded to students enrolled at the institution for FY 2016-2017. In-kind matching funds in the amount of \$113,252 were included in the proposal to address the program's competitive preference priority of leveraging significant institutional resources to support the activities of the grant.

STATUS

On April 15, 2019, the U.S. Department of Education notified Saddleback College of its intent to award the college \$464,000 over a four-year period from October 1, 2019 through September 30, 2023 (Exhibit B). In order to accomplish the goals identified in Exhibit A, Saddleback College will work to increase the number of student-parents who can afford childcare while pursuing degrees or training by using grant funds to provide an additional ten percent monthly tuition discount to student-parents who qualify. A secondary goal is for the Child Development Center to pursue accreditation through the National Association for the Education of Young Children (NAEYC) so that veteran student-parents can receive additional subsidies.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve and accept the award from the U.S. Department of Education for \$464,000 over a four-year period from October 1, 2019 through September 30, 2023 for CFDA 84.335A Childcare Access Means Parents in School Program and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

() GRANT APPLICATION ABSTRACT (x) GRANT ACCEPTANCE ABSTRACT () GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

- 1. PROJECT TITLE: Reducing the Barriers to Affordable Childcare for Low-income Studentparents at Saddleback College
- 2. PROJECT DIRECTOR: Dr. Jeanne Harris-Caldwell
- 3. PROJECT ADMINISTRATOR: Dr. Jeanne Harris-Caldwell
- 4. GRANTOR AGENCY: U.S. Department of Education
- 5. FUNDING SOURCE: U.S. Department of Education Office of Postsecondary Education -
- 6. STARTING AND ENDING DATES OF THE PROJECT: October 1, 2019 to September 30, 2023
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

With this award, Saddleback College will primarily work to increase the number of student-parents that can afford child care while pursuing degrees or training by using these grant funds to provide an additional 10% monthly tuition discount to student-parents that qualify for this financial aid. A secondary goal is for the Child Development Center to pursue accreditation through the National Association for the Education of Young Children (NAEYC) so that veteran student-parents can receive additional subsidies on top of this grant funded discount. Lastly, funds will also be used to assist with filling the Children's Closet and Food Pantry service available to low-income students with children enrolled in the Child Development Center.

8.	SUMMARY BUDGE Grant Award	T In Kind Matching	Indirect Costs	Project Total
	\$464,000	\$113,252	\$2,312	\$577,252
9.	APPROVALS Division/School Dean	addel (Chancellor	Ducke
	Vice President of Instruction	9/12/19	Vice Chancellor of Learnin	ng Services
	President		Vice President, College Adm	ninistrative Services

Revised: 9-10-01

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	<u>\$</u>	\$17,554	College
2000 Classified Salaries	<u>\$</u>	\$8,860	College
3000 Benefits	\$	\$12,099	College
4000 Supplies	\$10,00 <u>0</u>		
5000 Contracted Services and Other Expenses	\$18,895	\$46,350	College
6000 Capital Outlay	St		
7000 Other Outgo	\$432,793	\$20,000	College
Other Charges (e.g.: Indirect Costs)	\$2,312	\$8,389	College
TOTALS	\$464,000	\$113,252	

^{*}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>	Full-Time	Part-Time	New	Existing
 Classified Manager Faculty Classified Staff 	[X]	[]	[]	[X]
	[X]	[]	[]	[X]

PARTNERSHIPS (if applicable)



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

	MILSO	
1	RECIPIENT NAME	2 AWARD INFORMATION
	South Orange County CCD DBA Saddleback College Office of Student Services 28000 Marguerite Parkway Mission Viejo, CA 92692 - 3635	PR/AWARD NUMBER P335A190281 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Discretionary (Research and Development)
3	PROJECT STAFF	4 PROJECT TITLE
)	RECIPIENT PROJECT DIRECTOR Jeanne Harris-Caldwell (949) 582-4607 jharriscaldwell@saddleback.edu EDUCATION PROGRAM CONTACT Antoinette Clark (202) 453-7121 antoinette.clark@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov	84.335A Reducing the Barriers to Affordable Childcare for Lowincome Student-Parents at Saddleback College
5	KEY PERSONNEL	
J	NAME Jeanne Harris Caldwell TITLE Project Director	<u>LEVEL OF EFFORT</u> 100 %
6	AWARD PERIODS	
	BUDGET PERIOD 10/01/2019 - PERFORMANCE PERIOD 10/01/2019 - FUTURE BUDGET PERIODS BUDGET PERIOD DATE 2 10/01/2020 - 09/3 3 10/01/2021 - 09/3 4 10/01/2022 - 09/3	AMOUNT 30/2021 \$116,000.00 30/2022 \$116,000.00
	AUTHORIZED FUNDING	
7	THIS ACTION BUDGET PERIOD PERFORMANCE PERIOD	\$116,000.00 \$116,000.00 \$116,000.00
8	ADMINISTRATIVE INFORMATION	
	DUNS/SSN 799534115 CFR PART 74, 75, 77, 79, EDGAR AS APPLICABLE 2 CFR AS APPLICABLE 1,2,3,6,8,9,11,12,	
9	LEGISLATIVE AND FISCAL DATA	
		TLE IV THE HIGHER EDUCATION OPPORTUNITY ACT ACCESS MEANS PARENTS IN SCHOOL



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

١	FUND	FUNDING	AWARD	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT	AMOUNT
	CODE	YEAR	YEAR						CLASS	
	0201A	2019	2019	EP000000	В	JD3	000	335	4101C	\$116,000.00

PR/AWARD NUMBER: P335A190281

RECIPIENT NAME: South Orange County CCD DBA Saddleback College

Office of Student Services

GRANTEE NAME: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

28000 MARGUERITE PKWY,

MISSION VIEJO, CA 92692 - 3635

PROGRAM INDIRECT COST TYPE: Unrestricted

PROJECT INDIRECT COST RATE: 8%

TERMS AND CONDITIONS

(1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

- 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (2) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at http://www2.ed.gov/policy/fund/reg/fbci-reg.html. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

(4)	Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The
	negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant
	awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

AUTHORIZING OFFICIAL	DATE

er. 1

Reducing the Barriers to Affordable Childcare for Low-income Student-parents at Saddleback College

Table of Contents

Need:	2
College Eligibility	2
College Profile	4
Child Care Capacity in the Neighboring Community	7
Child Care Waiting Lists	8
Additional Needs	9
Other Information	9
Project Design:	10
Proposed Activities and Services	10
Proposed Coordination with Early Childhood Education Curriculum	13
Parental and Community Involvement	16
Management Plan	20
Management Resources Available	20
CDC Operating Budget	20
Implementation Plan	21
Key Project Personnel Qualifications	22
Project Evaluation	23
Resources	24
Budget Narrative	24

Need:

College Eligibility

Saddleback College meets the eligibility requirements to apply for this grant as the total amount of all Federal Pell awards distributed to 3,413 Pell-eligible students enrolled in 2016-2017 was \$11,656,497. Total aid awarded to students in 2016-2017 was \$15,124,490 as seen in Table 1 below.

Table 1. California Community Colleges Chancellor's Office Financial Aid Summary Report¹

			Annual	Annual	Annual
			2016-2017	2016-2017	2016-2017
			Student Count	Award Count	Aid Amount
Sa	ıdd	leback Total	3,458	10,092	\$15,124,490
	G	rants Total	3,345	9,106	\$13,055,026
		Cal Grant B	567	1,018	\$738,962
		Cal Grant C	39	63	\$13,415
		CARE Grant	19	30	\$31,442
		Chafee Grant	5	9	\$22,500
		EOPS Grant	57	64	\$27,648
		Full-time Student Success Grant	421	675	\$202,500
		Other grant: institutional source	364	364	\$35,750

¹ California Community Colleges Chancellor's Office, Management Information Systems Data Mart, Student Services, Financial Aid Summary report,

https://datamart.ccco.edu/Services/FinAid_Summary.aspx

Other grant: non-institutional source	4	8	\$3,500
Pell Grant Total	3,286	6,126	\$11,677,373
Female	1,890	3,585	\$6,728,184
Male	1,337	2,429	\$4,723,188
Unknown	59	112	\$226,001
SEOG (Supplemental Educational Opportunity Grant)	414	749	\$301,936
Loans Total	365	986	\$2,069,464
Federal Direct Student Loan - subsidized Total	329	508	\$989,657
Female	165	259	\$511,345
Male	159	242	\$464,706
Unknown	5	7	\$13,606
Federal Direct Student Loan - unsubsidized Total	304	478	\$1,079,807
Female	151	240	\$573,167
Male	150	234	\$497,240
Unknown	3	4	\$9,400

Further demonstration of eligibility includes the need of low-income students at the institution for campus-based child care services as well as the opportunity for more low income students to have access to quality childcare services while pursuing higher education. This grant

will improve the Child Development Center and help create maximum access for those studentparents that are often ignored, left behind or pushed out because of financial disadvantages.

College Profile

Saddleback College enrolls almost 40,000 community college students each year, about a quarter of whom are considered special population students. These special populations include Disabled Students Programs & Services, Extended Opportunity Programs and Services, First Generation, Foster Youth and Active Military and Veteran students, among others. Additionally, the college awarded over \$15 million in financial aid or loans to about 3,500 students per semester in 2016-2017.

The geographic area to be supported is the service region of South Orange County Community College District which is inclusive of the southern coastal region of Orange County in California. Orange County is bordered by Los Angeles County to the north, Riverside County to the east and San Diego County to the south. Student demographic information is provided in Table 2.

Table 2. Student Information $2016\text{-}2017^2$

STUDENT INFORMATION 2016-2017			
Students			38,559
Gender		Ethnicity/Race	
Female	58.4%	African American	1.6%
Male	38.9%	American Indian/Alaska Native	0.2%
Unknown	2.7%	Asian	10.0%
Age		Filipino	2.0%
Less than 20 years old	24.0%	Hispanic	22.8%
20 to 24 years old	27.0%	Pacific Islander	0.2%
25 to 39 years old	19.2%	White	56.0%
40 or more years old	29.8%	Two or more Races 4	
Unknown	0.0%	Unknown	2.7%

² California Community Colleges, 2018 Student Success Scorecard, https://scorecard.ccco.edu/scorecard.aspx

Saddleback also serves approximately 2,400 veteran students per year. Due to its unique location as the closest community college to Camp Pendleton Marine Corps Base in Orange County, Saddleback serves the largest student veteran population in the county and 10th largest veteran population of all 114 community colleges in California.

The Saddleback College Child Development Center (CDC) was established on October 31, 1978 as a student service on the Saddleback College campus. Originally, the CDC was housed in an old, unused locker room which was renovated to accommodate young children in a classroom space along with an outdoor play yard. At that time the CDC offered services for children ages 2.6 - 5 years of age and was available only for Saddleback College students, faculty and staff members of the college. The CDC's hours of operation were 7:30 a.m. – 4:00 p.m. Monday through Friday.

The need for additional childcare grew to meet the demands of the students, and construction was started and completed in 1993. The Child Development Center is a state-of-theart facility occupying 13,000 square feet of space with 5 large demonstration classrooms, 2 kitchens, 2 observation rooms for students and parents, 5 play yard areas, an indoor/outdoor fish aquarium, and a resource library for parents. In 2010, a new Toddler program serving children 18 months – 30 months was added to greater serve the needs of the students. The hours of operation increased to 7:00 am – 6:00 p.m. The Child Development Center is a learning laboratory for many curriculum based programs within the college and community including other institutions of higher education; as such, it provides a career pathway for those pursuing an education in nursing, health sciences, behavioral health, and early childhood education programs. The CDC is currently licensed for 100 children ages 18 months to 6 years of age and provides hands on observation and laboratory experiences. College leadership plan to expand service to infants of 12 months – 18

months in Fall 2018 to increase the number of student-parents that can take advantage of oncampus child care.

Child Care Capacity in the Neighboring Community

There are approximately 18 other preschools within a 5-mile radius of the Saddleback College campus with the closest being 1 ½ miles away. Infant care from 12-18 months is not offered at any of the existing childcare facilities in the neighboring community, and limited infant toddler programs are available. Saddleback College has made a valuable decision by offering quality childcare as a solution for the population of students and individuals who either work or attend classes on campus. Of the current childcare enrollment population at the CDC approximately 55% of the enrollment consists of children of students, 15% of faculty/staff children, and 30% of children of community members. Priority placement is always given to students first, then faculty/staff, then community members. It is evident that the childcare services provided and the learning laboratory environment on campus makes this program a valuable resource.

Poverty is an ongoing problem in Orange County, CA, where there is a growing consensus that Federal poverty and low-income guidelines do not adequately capture the true financial need of residents in the Saddleback College service region, largely due to the very high cost of housing. The median rent for a two bedroom apartment in Orange County was \$1,813 per month, 64% higher than for the nation as a whole³. 68% of Orange County jobs pay less than the median income required to afford even a one bedroom apartment.

³ National Low Income Housing Coalition, 2017, http://nlihc.org/

According to Child Care Aware of America's 10th annual "Parents and the High Cost of Child Care" report released in 2016, California was second in the top 10 least affordable states for center-based infant care, with center-based care taking up nearly 83% of the budget of a married family at the poverty line. California also ranks 9th in the top 10 least affordable states for child care for 4-year olds, with single parents spending 30 percent of their incomes for a preschooler⁴. Combined with the high cost of housing, student-parents often cannot find affordable child care while attending school, making it extremely difficult to attain the training and degrees needed to increase earnings.

Child Care Waiting Lists

In Spring 2018, the CDC enrollment was 93 children of various ages. In January 2018 a feasibility study was conducted to determine the current need for expansion of the infant toddler program to include children from 12 to 18 months. The CDC is currently exploring funding opportunities to expand the program to meet the needs determined. There is already a waiting list for the 12 month to 18 month infant toddler program that is currently capped at 8 students. This waiting list may be anywhere between 6 months and over 1 year in length and many children grow out of the program before space is made available. Within the preschool classroom ages 3 years to child's entrance into kindergarten there is also waiting list that is generally many months long. The CDC has 3 openings in the Infant Toddler 18 month to 2.6 years of age classroom and has 4 openings in the Young Preschool classroom of children ages 2.6 – 3.6 years who are not fully toilet trained.

⁴ ChildCare Aware of America, Parents and the High Cost of Child Care 2016 Report, http://usa.childcareaware.org/wp-content/uploads/2016/12/Embargoed_High_Cost_CCA.pdf

Additional Needs

Across the nation, and especially in California, there is a growing awareness of many non-academic barriers which interfere with a student being able to persist and graduate from an institution of higher education to gain meaningful employment. According to unofficial studies conducted by the California State University system, the University of California system and the Wisconsin Hope Lab, 10 percent of CSU students and 14 percent of California's community college students are homeless or have no permanent residence. Additionally, these students are often facing food insecurities or lack the funding to ensure nutritional food for themselves and their families. Grant funds will be utilized to address some of the non-academic barriers to success and allow the CDC to open a Children's Closet and Food Pantry to provide free groceries and clothing to student-parents to help decrease the non-academic barriers and provide basic needs to the student-parents and their children the college serves.

In addition to providing discounts for child care tuition, this grant will provide additional breaks for single parents and the veteran population by providing the funding to become NAEYC accredited, which will then allow additional subsidies for the veteran student-parents. Lastly, Saddleback College meets the eligibility requirements by currently offering three subsidy option for student-parents who qualify through Children's Home Society of California, Orange County Department of Education, Cal WORKS, and Department of Social Services. Even with these subsidies many students do not qualify and cannot afford childcare, which ultimately creates a barrier to higher education.

Other Information

The Saddleback College Child Development Center is a model child development program providing services to the Saddleback College campus and the surrounding community. The

primary focus is to provide an educational environment where diverse children, families and adults come together to learn and grow. The CDC provides: a high quality, learning environment for young children; a nurturing support and resource for parents; a training site for adult students pursuing the field of early childhood; and observation and hands-on opportunities for many other disciplines including health services, nursing and psychology for both on-campus students and members of the community. The highly trained staff are committed to providing up-to-date best practices in the program as they serve the needs of the college campus and the wider community.

Students enrolled at Saddleback College receive first priority in registration at the Child Development Center. Students who are enrolled in six or more semester units may additionally qualify for a 20% discount from the tuition rates. Faculty, staff, and community members do not receive a discount; however, faculty and staff are offered priority enrollment before families from the community.

Project Design:

Proposed Activities and Services

Grant funds will support both an existing child care program and allow for the initiation of a new expanded infant toddler for ages 12 months to 18 months program. The grant will also provide for the accreditation through NAEYC (National Association for the Education of Young Children) which would then allow Saddleback College veteran students to utilize the child care program and receive subsidy.

In January 2018 a community feasibility study was conducted within the college and surrounding community to establish the foundation of an expanded infant toddler program.

Currently, the center does not meet the demand expressed by students and college staff and faculty

for Infant Toddler Program. Many factors were carefully assessed to determine the feasibility for development of an expansion of the Infant Toddler Program. A number of key factors included:

- The geographic market area that the expanded service will serve;
- Factors influencing the size of the program to be implemented, such as the demographic
 and socio-economic composition and number of children of the market area, student/parent
 use of the CDC, and need of the program; and,
- Current and proposed staffing ratios.

Other areas researched before proposing implementation included:

- 1. Competition.
- 2. Market rates for child care in the area. (Private, College, Subsidized
- 3. Available assistance for families (i.e. scholarships, Federal/State programs)
- 4. The target market's family socio-economics.
- 5. Market demand for an expanded Infant Toddler Program.
- 6. The quality of care to be offered.
- 7. The cost of development.
- 8. Operational costs.

Based upon the information gained from the feasibility study, the number of requests from students having to wait to enroll in classes until their child reaches the current age minimum, and input from Early Childhood Development faculty, it was determined that it would be beneficial to move forward with the Proposed Infant Toddler Expansion Program. These funds will allow students to have access to classes sooner with an anticipated earlier completion date. Grant funds will be used to further subsidize students who utilize not only the proposed 12-18 month infant

toddler program but to provide additional subsidy to currently enrolled students who utilize the Saddleback College Child Development Center.

Table 2 provides a summary of the unduplicated number of Saddleback College students, faculty/staff and community families for the past 4 years who utilized the child care services offered at the CDC.

Table 2 – Number of Saddleback College Students, Faculty/Staff and Community families served by the CDC by Calendar Year.

	2014/15	2015/16	2016/17	2017/18
Saddleback	44 (56%)	31(52%)	40 (49%)	55 (59%)
Student				
Faculty/Staff	5 (6%)	5 (8%)	9 (11%)	15 (16%)
Community	30 (38%)	24 (40%)	32 (40%)	23 (24%)
Total	79 children	60 children	81children	93 children

The CDC consistently serves more student and faculty/staff families compared to families from the community. The Center strives to create a quality program which can be utilized to its fullest by student parents and Saddleback student observers.

Proposed Infant Rates

Table 3 – Proposed sliding scale for Infant Program

Infant	Faculty/Staff &	Saddleback Student	Saddleback Student
Program	Community Rate	Rate (20% discount)	Rate with CCAMPIS
12-18 months			funding (30%
			discount)
Five Full Days (M-F)	\$1,600.00	\$1,280.00	\$1,120.00
Three Full Days	\$1,150.00	\$920.00	\$805.00
(M,W,F)			
Two Full Days (T-	\$800.00	\$640.00	\$560.00
Th)			

Grant funds will be utilized to further decrease the Saddleback Student Rate to **30% less** than regular tuition for the proposed expansion of the new infant toddler program for students with children 12-18 months, which will reduce the student-parent's childcare costs by \$2,880.00 over a 6 month period before their 12 month old child ages out of the infant program.

Proposed Coordination with Early Childhood Education Curriculum

The CDC serves a dual purpose by providing an early childhood demonstration/lab site for students enrolled in the Child Development and Education Department at the College as well as several other discipline areas on campus, including Psychology, Sociology, Human Services, and Nursing. This opportunity provides College students with a hands-on observation/interaction lab

that aids in their course requirements and future job training. These functions of the CDD support student learning and the mission of the College.

The CDC is continually expanding areas of outreach and collaboration within the college campus and the surrounding community. The CDC is recognized as a beneficial resource and serves as a model program within the community. The CDC offers employment opportunities for Saddleback College students pursuing the field of child development. The CDC provides service experience credit for Saddleback College students pursuing their California Child Development Permit issued by the CA Commission on Teacher Credentialing. The CDC serves as a teaching/learning demonstration site for Saddleback and many other college students.

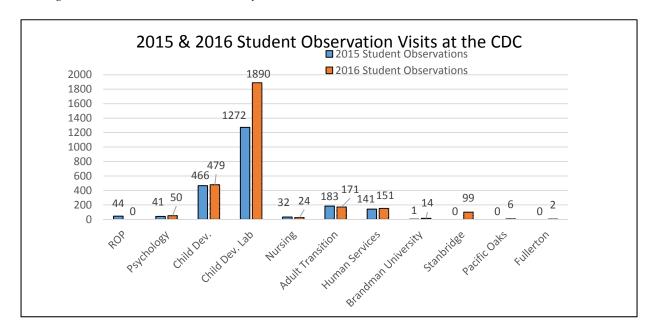
The Child Development Center's primary function on campus is to provide childcare services for student parents attending Saddleback College while also providing a learning/participation/observation environment for college students in conjunction with their course requirements. These efforts support the college's mission and vision by assisting Saddleback College students in obtaining their academic degree, certificate and/or their transfer to a four-year university.

The CDC serves as a laboratory component for the Child Development and Education Department on campus where students gain hands-on experience and course credit for participating in the classrooms with the children. Students who have completed their coursework and lab hours at the CDC are eligible to receive a variety of Early Childhood Education Certificates and/or AA Degree and are then eligible to transfer to a four-year university. There are 21 Child Development courses that require observations and/or lab hours offered at Saddleback College. These include:

CD 7	CD 15	CD 101	CD 110	CD 111	CD 112
CD 113	CD 114	CD 115	CD 117	CD 120	CD 121
CD 123	CD 127	CD 128	CD 129	CD 133	CD 135
CD 140	CD 250	CD 124			

The figures below illustrates the number of hours of student observations within the Child Development Center.

Figure 1. Summary of the Student Observations that occurred at the Child Development Center during the 2015 and 2016 calendar year.



During the Spring, Summer and Fall 2015 semesters, there were 2180 student observations conducted at the CDC. During the Spring, Summer and Fall 2016 semesters, there were 2886. This is an increase of 706 student observations conducted at the CDC.

Figure 2. Summary of the total number of observation hours completed at the CDC during the 2015 calendar year (Spring, Summer and Fall) and the 2016 calendar year. This is an increase of 2,466 student observation hours completed at the CDC during the 2016 calendar year.

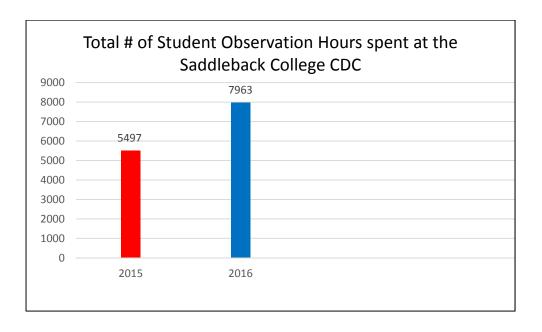


Table 4 summarizes the FTES and apportionment that is generated for the hours of student observation completed at the CDC.

Calendar Year (Spring,	FTES	Apportionment
Summer, Fall)		
2015	10.92	\$52,496
2016	10.83	\$54,919

Parental and Community Involvement

The Child Development Center collaborates with various departments on the college campus and has established many partnerships within the surrounding community. These connections strengthen the CDC's ability to enhance student success on campus and provides

valuable resources to the children and families enrolled in the program. They also provide for a closer relationship with various departments on campus in order to link services and deliver significant resources to the constituents that utilize these services.

Campus Collaboration

• Child Development and Education Department

- Student Observations for Coursework Assignments (See Figures 1 & 2)
- Student Practicum placements (See Figures 1 & 2)
- Practicum Graduation Site at the CDC
- On-Site Early Childhood Gardening Class offered at CDC
- Hosted Department Info Night for Saddleback College Students
- Director serves as member of Child Development and Education Department Advisory
 Committee
- Child Development Center Mentor Teachers serve as guest speakers in Early Childhood classes on campus
- Center serves as field trip/observation site for several Child Development courses

In addition, the CDC partners with the MaxLove Foundation. Over the past two years, the CDC has worked alongside the MaxLove Foundation and the Saddleback College Associated Student government to provide hands-on learning workshops for parents and their children on healthy cooking and eating for young children. The workshops are held on Saturdays so working families are able to attend. These workshops are made available to CDC families and the local community.

The CDC also works with the Joyful Child Foundation to host the (formerly) Adult Education for Child Protection Workshop which now is called BRAVE. The program is funded by the Orange County Department of Education Prevention and Early Intervention Program. The program educates parents in recognizing early signs of predatory behaviors and teaches parents strategies to help keep children safe from abuse and abduction.

Community Relationships

The Saddleback College Child Development Center has been very successful in building new connections with various community partners. Some of the constituents include:

- <u>Help Me Grow</u> workshops for professionals in community (Hosted Café Connection at CDC)
 - Provided training sessions for CDC staff on childhood topics
 - Provided resources for parents of children enrolled at the CDC
- <u>Stanbridge College</u> The CDC offers an observation/participation site for nursing students (See Figure 1)
- <u>Brandman College</u> The CDC offers an observation/practicum site for child development majors (See Figure 1)
- CalWorks Provide tuition subsidy support for parents
- <u>Children's Home Society</u> Provide tuition subsidy support for parents
- **Department of Education** Provide tuition subsidy support for parents
- MaxLove Foundation & Saddleback College Associated Student Government provided parent/child workshop opportunities at the CDC

- <u>Joyful Child Foundation</u> staff training and parent workshops on childhood safety at the CDC
- Orange County Health Care Agency Parent–to–Parent program offered weekly to
 provide parenting classes for Saddleback College parents
- <u>Capo/Laguna ROP</u> High School Volunteer Program at the CDC
- Mission Viejo Library Parent/Child Classes offered to parents at the CDC
- <u>South Orange County Director's Group</u> The CDC provides center tours for various directors and teachers within the community
- San Juan Capistrano Adult Transition Center Opportunities for students with developmental delays to participate at the CDC with one-on-one aides
- <u>"Week of the Young Child"</u> The CDC participated in a Saturday event held on the upper quad at Saddleback College
- <u>College/University Collaboration</u> Provided resources and observation site for students and faculty from neighboring 2-year and 4-year colleges and universities. Some colleges include:

- California State University, Los Angeles - Irvine Valley College

- Vangard University - Orange Coast College

- California State University, Fullerton - Stanbridge College

- University of La Verne - Concordia University

- California State University, Irvine - Mira Costa College

- Brandman College - Pacific Oaks College

Management Plan

Management Resources Available

The Child Development Center Director and staff will enhance the existence student parent discount process to include screening for student eligible for further child care funding from this program. Student parents will provide information regarding financial aid status and when identifying themselves as Pell grant recipients, the CDC staff will inform them of the additional 10% reduction in monthly tuition fees.

The CDC Director and Assistant Director are fully capable of managing the daily operations and financial activities of the CDC and will continue to assist student parents in accessing all potential funding sources available to help reduce the cost of child care.

CDC Operating Budget

The Child Development Center has always relied on General Fund support from the College. Each year, between 50 – 60% of the total enrollment reflects student families who all receive a 20% discount on tuition fees. This factor alone substantiates the need for support. The Center works diligently to maintain a balanced budget and consistently looks for ways to increase opportunities for subsidy for the students served.

Table 5 summarizes the Income and Expenditures since the 2013-2014 fiscal year.

Fiscal	Fee	College	Salaries &	Other	Total	Fee Income
Year	Income	Support	Benefits	Expenditures	Expenditures	as a
						Percentage
						of
						Expenditures
2013-	\$485,879	\$298,000	\$794,135	\$22,868	\$817,003	59%
2014						
2014-	\$621,466	\$265,344	\$872,667	\$25,500	\$898,167	69%
2015						
2015-	\$639,414	\$350,000	\$934,882	\$25,603	\$960,485	67%
2016						

Even though over 60% of the CDC funding is fee-based, introducing further discounts to eligible student parents as a result of this grant, will not result in overarching increases in student tuition.

Implementation Plan

The project director and other key personnel will be responsible for implementing the additional discount to eligible student-parents resulting from CCAMPIS funds. If awarded, the project team update internal documentation for determining eligibility for grant funds and update published child care rates for the infant, toddler and preschooler programs. By the end of the first quarter of the award, the internal procedures and outreach materials will be finalized and the new discounted rates will be available for qualifying student-parents. Student-parents that have children

currently enrolled in a child care program will have the additional discount applied at the time of project implementation but will not receive credit or refund for tuition already paid prior to the time of award. Each quarter the project team will review child enrollments and ensure that studentparents that are eligible are receiving the CCAMPIS funded tuition discounts.

Key Project Personnel Qualifications

Project Director: Jeanne Harris-Caldwell

The Project Director has over 20 years of progressive leadership and management in healthcare, education, nursing, and California Community College System. The project director leads by example with open dialogue, transparency, trusting relationships, innovation, and strong partnerships. She is a successful student services and academic leader, energetic team player, experience planning, assessing, growing, and leading large complex programs, departments, and divisions. Programs led by the project director have undergone significant improvements in addressing non-academic barriers impacting student success, early childhood education, strategic planning, communication, college foundation work, community outreach, construction management, college operations, budget management, personnel, and governance. Additionally, the project director has experience working with the California Community College Chancellor's office including Basic Needs Workgroup project.

The Senior Childcare Specialist should have more than 20 years of experience and leads, oversees, and participates in the planning and implementation of instructional and recreational activities appropriate for the developmental needs and skills of children enrolled at an assigned Child Development Center; oversees the daily operations and activities of the assigned Center; communicates effectively with parents, other staff members, and other professionals regarding

health, safety, physical, social, emotional, and cognitive issues affecting each child; ensures a safe, nurturing learning environment.

Other key personnel positions include Child Development Specialists and Infant/Toddler Specialists. Personnel in these positions should have a minimum two years of college level course work in early childhood education, child development, education or related field and at a minimum of one year instructional experience in a child development center. These positions are also required to maintain valid Child Development Master Teacher Permits or Child Development Site Supervisor Permits as authorized by the Commission on Teacher Credentialing.

Project Evaluation

In order to evaluate effectiveness of this funding on providing support for the participation of low-income parents in postsecondary education through the provision of campus-based child care services, Saddleback College will collect and analyze both qualitative and quantitative data throughout the project period. Quantitative data will include metrics such as the number of participants served and the number of children served for each participant, postsecondary persistence and degree of completion rates of the CCAMPIS participants, and demographic data on the population served. Participant and child data will be collected at the time of registration for child care services and will be updated in real time. Persistence and degree attainment data will be tracked on a semester basis by the Saddleback College's Office of Planning, Research, and Accreditation (OPRA) using standard definitions. Qualitative data will include a process evaluation (e.g. the Project Director will track progress on accreditation of the Child Development Center and will include information about this in the annual report) as well as survey results.

Within the first three months of the grant period, Saddleback College's Office of Planning, Research, and Accreditation assist the Project Director to develop a satisfaction survey to be administered to student-parents at the culmination of each academic term. The survey will be designed to assess the extent to which the grant program has increased their ability to enroll, persist, and graduate and will also measure perceptions of quality, availability, and affordability.

OPRA has a robust team of institutional researchers that facilitate college-wide continuous improvement, innovation, data-driven decision making, and accountability. The research staff members support college data collection and reporting needs as activities often relate to required state and federal accountability initiatives and compliance with state and federal laws and regulations. The OPRA staff will work closely with the Project Director to analyze data and issue reports to the project director each semester. The project director will compile these reports and examine outcomes quarterly in order to use the information collected to monitor project progress. The Project Director will compile findings into annual reports that will be made readily available to the Department of Education.

Saddleback College's Institutional Review Board will review all research and data collection protocols and instruments developed for this grant.

Resources

Budget Narrative

The 2018-2019 fiscal year budget request of \$116,000 is based on the program funding limitation of 1% of the FY2017 Pell Grant awards at Saddleback College.

Below is the detailed budget narrative for each line of funds requested.

Travel

Funds are requested for the Project Director to travel to Washington, D.C. and to one professional development conference annually. Travel costs are itemized below:

Annual National Meeting in Washington, D.C.

Airfare from California to Washington, D.C.: \$700

Lodging: 3 nights: \$600

Meal per diem: 3 days x \$57/day: \$171

Ground Transportation: \$279

Total: \$1750

Professional Development Conference, TBD

Airfare: \$700

Lodging: 3 nights: \$600

Meal per diem: 3 days x \$57/day: \$171

Ground Transportation: \$279

Conference registration: \$250

Total: \$2000

Participant Support:

EXHIBIT B Page 29 of 30

Saddleback College

Child Care subsidies for student-parent participants: (80 participants anticipated, 10% of current

child care tuition rate based on number of days of child care per week)

\$160 per month for 5 days per week care X 40 infants X 9 months per year: \$57,600

\$115 per month for 3 days per week care X 20 infants X 9 months per year: \$20,700

\$80 per month for 2 days per week care X 20 infants X 9 months per year: \$14,400

Additional \$14,449 to provide 10% tuition discount to student-parents of children 18 months – 6

years of age, as needed.

Total: \$107,149

Materials and Supplies:

Funding is requested to develop and distribute equity and outreach informational materials, to

inform student-parents on campus about the opportunity to reduce child care costs.

Amount requested: \$1,000

Children's Closet and Food Pantry

Funding is requested to assist with filling the Children's Closet and Food Pantry service available

to low-income students with children enrolled in the Child Development Center.

Amount requested: \$1,500

Other:

Funds are requested to assist Saddleback College Child Development Center pursue National

Association for the Education of Young Children (NAEYC) program accreditation.

26

Sadd	leback	College	•
Suua	CCUCIL	COLLEGE	-

For 61-120 children:

Enrollment Fee: \$595

Application Fee: \$325

Candidacy/Site Visit: \$1,025

Total set up fees: \$1,945

Indirect Costs:

Indirect costs are limited to 8% MTDC. The base for the indirect calculation is \$8,195.

Total Indirect Costs: \$656

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM:

6.8

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Stadium and Site Improvement Project,

Change Order No. 6, PCL Construction Services, Inc.

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved a \$48,999,900 Maximum Allowable Price Design-build agreement with PCL Construction Services, Inc., for the Saddleback College Stadium and Site Improvement project. On December 11, 2017, the Board of Trustees approved Change Order No. 1 for college requested enhancements equaling \$1,900,190. On August 27, 2018, the Board of Trustees ratified Change Order No. 2 for a no cost time extension. On September 24, 2018, the Board of Trustees approved Change Order No. 3 for \$1,367,114, for geotechnical revisions and unforeseen conditions. On February 25, 2019, the Board of Trustees ratified Change Order No. 4 for \$41,509, for a revised contract total of \$52,308,713. On June 24, 2019, the Board of Trustees approved Change Order No. 5 for \$954,963, for a revised total of \$53,263,676.

The college requested items that were incorporated into the project scope during a meeting in December 2018. Change Order No. 5 addressed the design portion which was necessary to complete before the construction costs could be known. Change Order No. 6 addresses the construction cost and an unforeseen condition related to the college storm drain connection.

STATUS

The required modifications contained in Change Order No. 6 are described in EXHIBIT A. Approval of Change Order No. 6 will result in an increase of \$535,946, for a revised contract total of \$53,799,622 and a contract extension of 53 calendar days, added to the previously approved 277 days, for new total of 330 days, for a revised contractual completion date of October 22, 2019.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$535,946, for a revised contract total of \$53,799,622 and a revised contractual completion date of October 22, 2019.

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

Saddleback College Stadium and Site Improvement Project Board Change Order No. 6

October 28, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 6 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900	\$4,263,776	\$535,946	\$53,799,622	330
		4350 Executive Drive, Suite 270	TOTAL	48,999,900		\$535,946	\$53,799,622	330

COR No.	Date	Description	Requested	Status	Amount	Time Extension
92r1	8/14/2019	Extended rental for shoring at MH 13 due to delay in resolution of outfall with County of Orange.	District	reviewed	\$33,709	0
67	7/15/2019	Provide Garland Roof system in lieu of a single-ply SDS Modified Bitumous Membrane roof.	College	reviewed	\$193,182	0
71.1	9/3/2019	Construction costs associated with the conversion of a storage room to a second officials room; both rooms to contain separate shower and toilet rooms.	College	reviewed	\$172,592	0
74.1	8/30/2019	Construction costs associated with an ADA compliant pedestrian path from Parking Lot 1A to the throwers and practice areas, inclusive of concrete pad for bleachers at soccer field and necessary pathway lighting.	College	reviewed	\$136,463	0
	6/24/2019	Agreed to 53 day concurrent excusable, non-compensable delay related to all items included in Change Orders 5 and 6.	District	reviewed	\$0	53
		TOTAL THIS CHANGE ORDER REQUEST			\$535,946	53

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 6.9

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Award, Saddleback College, RFA Number: 19-207,

Deputy Sector Navigator

ACTION: Approval

BACKGROUND

In October 2018, Saddleback College notified the California Community College Chancellor's Office and Rancho Santiago Community College District of its interest in hosting the Deputy Sector Navigator (DSN) for Energy, Construction and Utilities Industry Sector for the Los Angeles/Orange County region for the 2018-2019 fiscal year. In August 2019, Saddleback College submitted an application and work-plan to continue with DSN activities for year two (2019-2020) of the current initiative.

STATUS

On September 10, 2019, Rancho Santiago Community College District notified Saddleback College of its intent to award the college \$200,000 from July 1, 2019 through September 30, 2020 (Exhibit B). In order to accomplish the goals identified in Exhibit A, Saddleback College, as host to the DSN for Energy, Construction and Utilities Industry Sector, will work collaboratively with the Sector Navigator and other state and regional workforce partners to promote the sector in the LA/Orange County region. Grant funds will be utilized to support the selected DSN, as well as supplies and other operating costs.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve this award from Rancho Santiago Community College District/CA Community College Chancellor's Office for \$200,000 from July 1, 2019 through September 30, 2020 for RFA Number 19-207, Deputy Sector Navigator, and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

() GRANT APPLICATION ABSTRACT (x) GRANT ACCEPTANCE ABSTRACT () GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

- 1. PROJECT TITLE: Deputy Sector Navigator for Energy, Construction and Utilities
- 2. PROJECT DIRECTOR: John Jaramillo
- 3. PROJECT ADMINISTRATOR: Tram Vo-Kumamoto
- 4. GRANTOR AGENCY: Rancho Santiago Community College District
- 5. FUNDING SOURCE: CA Community College Chancellor's Office Workforce & Economic Development Division
- 6. STARTING AND ENDING DATES OF THE PROJECT: July 1, 2019 through September 30, 2020
- 7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Saddleback College will address the goals of RFA Number: 19-207-001 Deputy Sector Navigator (DSN) for Energy, Construction and Utilities for the Los Angeles/Orange County region. Saddleback College in support of the DSN will work collaboratively with the Sector Navigator and other state and regional workforce partners to promote the sector in the LA/Orange County region. Grant funds will be utilized to support contract expense for the selected DSN as well supplies and other operating costs. John Jaramillo, Dean of Economic and Workforce Development and Business Sciences will oversee the DSN efforts.

8. SUMMARY BUDGET

In Kind Grant Indirect Project Award Matching Costs Total \$200,000 \$200,000 \$7,692 \$200,000 **APPROVALS** 9. ion/School Dean Vice Chancellor of Learning Services Vice President, College Administrative Services

EXPENDITURES SUMMARY

Revised: 9-10-01

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	<u>\$ 500</u>	\$26,416	Saddleback
2000 Classified Salaries	\$	\$8,836	Saddleback
3000 Benefits	\$ 100	\$10,922	Saddleback
4000 Supplies	\$ 6,008		
5000 Contracted Services and Other Expenses	\$ 183,700	\$133,797	Vendors/Saddleback
6000 Capital Outlay	\$ 2,000	\$20,029	Vendors/Saddleback
Other Charges (e.g.: Indirect Costs)	\$ 7,692		<u> </u>
TOTALS	\$ 200,000	\$200,000	

^{*}Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

Positions	Full-Time Part-Time	New Existing
 Classified Manager Faculty Classified Staff 	[] [] [X] []	[] [] [] [X] [] [X]

PARTNERSHIPS (if applicable)

GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This grant sub-agreement (hereinafter "Agreement") is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and South Orange County Community College District, on behalf of **Saddleback College** (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County region Deputy Sector Navigator for Energy, Construction & Utilities**. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #19-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as regional initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the Los Angeles and Orange County region Deputy Sector Navigator for Energy, Construction & Utilities, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019, through September 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/RD-IE/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit C*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the

RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. <u>Disputes</u>

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:

Sarah Santoyo, Fiscal Agent Administrator Rancho Santiago Community College District 2323 N. Broadway, Ste. 201 Santa Ana, CA 92706 (714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services Rancho Santiago Community College District 2323 North Broadway, Ste. 404-1 Santa Ana, CA 92706 (714) 480-7340, hardash peter@rsccd.edu

	Primary Program Contact or Supervisor of Record : Name:	
	Title:	
	Address:	
	Phone:	
	Email:	
Fiscal Contact:		
	Name:	
	Title:	
	Address:	
	Phone:	
	Email:	

17. Total Agreement

SURCONTRACTOR.

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. <u>Legal Terms and Conditions</u>

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

	O SANTIAGO COMMUNITY GE DISTRICT		ONTRACTOR: SOUTH ORANGE TY COMMUNITY COLLEGE
	7	DISTR	ICT
By:	Title Semilar	By:	
Name:	Peter J. Hardash	Name:	
	Vice Chancellor		
Title:	Business Operations/Fiscal Services	Title:	
Date:	8ha ha	Date:	
Board A	pproval Date: August 12/2019		
			Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Project Application approved by the Chancellor's Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

EXHIBIT A:

Scope of Work/Project Application [approved by the Chancellor's Office]

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

CONTACT PAGE

District:	South Orange County Community College District				
Address:	28000 Marguerite Parkway				
City:	Mission Viejo	State:	CA	Zip:	92692
District S	uperintendent/President (or authorized designee)				
Name:	Dr. Kathleen F. Burke	Phone:	949-582-	4840	
Title:	Chancellor	Fax:			
E-mail Ad	dress: <u>kburke@socccd.edu</u>				
Responsi	ble Administrator (Should not be the same as Project Director	r)			
Name:	Tram Vo-Kumamoto	Phone:	949-582-	4795	
Title:	Vice President Instruction	Fax:			
E-mail Ad	dress: tvokumamoto@saddleback.edu				
Project D	irector (Person responsible for conducting the daily operation of	the grant)			
Name:	John Jaramillo	Phone:	949-582-	4311	
Title:	Dean of Economic and Workforce Development and Business Sciences	Fax:			
E-mail Add	dress: jjaramillo@saddleback.edu				
Person R	esponsible for Data Entry				
Name:	Mira Manchik	Phone:	949-582-	4303	
Title:	Senior Administrative Assistant	Fax:			
E-mail Ad	dress: mmanchik@saddleback.edu				
District C	hief Business Officer (or authorized designee)				
Name:	Ann-Marie Gabel	Phone:	949-582-	4664	
Title:	Vice Chancellor Business Services	Fax:			
E-mail Add	dress: agabel@socccd.edu				
Person R	esponsible for Budget Certification				
Name:	Cecilia Ray	Phone:	949-582-	4843	
Title:	Senior Accounting Specialist	Fax:			
E-mail Add	dress: <u>cray14@socccd.edu</u>				

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of			PROJECT BUDGET
Expenditure	Classification	\$	200,000
	Academic Salaries, Instructional (Contract/TEA)		
1000	Name and time to be determined	\$	500
2000		\$	•
		\$	-
	Employee Benefits		
3000		\$	100
	Retirement, Medicare, Unemployment Insurance and Workers Compensation	\$	-
	Supplies and Materials		
	Non-instructional Supplies and Materials	\$	1,008
4000	Copying and Printing	\$	3,500
	Food Services	\$	1,500
		\$	-
	Other Operating Expenses and Services	·	
	Regional Director - Industry Engagement (Contracted) \$15,000 / month x 11 months	\$	165,000
	Other Contracts - Subject Matter Experts, Consulting	\$	6,000
5000	Postage and Shipping	\$	200
	Mileage	\$	500
	Conferences	\$	12,000
		\$	-
	Capital Outlay		
6000	Equipment - computer, audio-visual	\$	2,000
		\$	-
7000	Other Outgo		
	TOTAL BIDTOT ASSES	\$	-
	TOTAL DIRECT COSTS:	\$	192,308
	TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	\$	7,692
	TOTAL COSTS:	\$	200,000

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

APPLICATION BUDGET DETAIL SHEET MATCH

Object of Expenditure	Classification	FUNDING REQUIRES MATCH 100%
		200,000
	1200 Five Percent Dean EWDBS- John Jaramillo	\$ 10,143
1000	Two Percent Asst Dean CTE - Kari Irwin	\$ 3,108
1000	Two Percent Dean ATAS - Anthony Teng	\$ 4,165
	Five Percent- Director Economic Workforce Dev Israel Dominguez	\$ 9,000
	Five Percent Senior Admin EWD - Mira Manchik	\$ 3,745
2000	Two Percent BS Senior Admin - Linda Hall	\$ 1,498
2000	Two Percent Grant Analyst - Cathy Arreguin	\$ 2,020
	Two Percent EWDBS Placement Officer	\$ 1,573
	Five Percent Dean EWDBS- John Jaramillo	\$ 4,165
	Two Percent Asst Dean CTE - Kari Irwin	\$ 1,243
	Two Percent Dean ATAS - Anthony Teng	\$ 1,666
3000	Ten Percent- Director Economic Workforce Dev Israel Dominguez	\$ -
3000	Five Percent Senior Admin EWD - Mira Manchik	\$ 1,498
	Two Percent BS Senior Admin - Linda Hall	\$ 599
	Two Percent Grant Analyst - Cathy Arreguin	\$ 1,122
	Two Percent EWDBS Placement Officer	\$ 629
_		\$ -
4000		\$ -
		\$ -

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

APPLICATION BUDGET DETAIL SHEET MATCH

Object of Expenditure	Classification	FUNDING REQUIRES MATCH 100%
		200,000
5000	Regional Employers Advisory - Four meetings of OC ECU Advisory Groups including representatives from IFMA, So Cal Gas, So Cal Edison, SDGE, HVACRedu, UA HVAC Apprenticeship Local 250, ASHRE, Semper Solaris, BIA of Souther California, LAOC Building and Construction Trades Council, Irvine Company, Swift Engineering, FUTEK Corporation. Activities include: participation in semi-monthly meetings, advisory and oversite of program activities, establishing program vision, goals and objectives, hosting and facilitating meetings, providing guest and content experts and providing tours and site visits. 12 plus advisory at each meeting, plus travel; VALUE 6 hours x 4 meetings x 12 experts x \$150 per hour. Regional Faculty Experts Panels 10-15 ECUFaculty and subject matter experts gathering 4 times a year for 4 hour convenings often in conjunction with Regional Advsory. VALUE: 6 Hours X 6 meetings x 13 Faculty Experts x \$100 per hour. Subgrant Award from the City of Long Beach/ Port of Long Beach funded by the California Energy Commission for development and presentation of microgrid training and information sessions. Donated meeting facilities and support- 11 Meetings for Professional Development, SME, and industry advisories, project planning.	\$ 43,200 \$ 46,800 \$ 13,000 \$ 12,000
	Marketing for ECU OC Regional Programs - SWP Regional Project - Local SC EWD Funding. In Kind Travel, event, food and supplies from Regional Partners and SC EWDBS Division and cubicle workspace and conference space within the	\$ 10,000
	BGS Building on Saddleback Campus. Office Technology and IT support	\$ 8,797
6000	Industry and Community College donated Equipment for ECU Related Instructional Programs at service area Colleges via Direct Donation and Perkins or SWP local funding.	\$ 2,029 \$ 18,000
7000		\$ -
		-

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

APPLICATION BUDGET DETAIL SHEET MATCH

Object of Expenditure	Classification	FUNDING REQUIRES MATCH 100%
	TOTAL DIRECT COSTS:	\$ 200,000
	TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):	
	TOTAL COSTS:	\$ 200,000

THIS FORM MAY NOT BE REPLICATED

PROJECT:

Regional Director - Industry Engagement,

DISTRICT: South Orange County CCD

COLLEGE: Saddleback College

RFA NUMBER: 18-207

APPLICATION BUDGET SUMMARY

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED		FUNDING REQUIRES MATCH 100%	
			\$	200,000	\$	200,000
1000	INSTRUCTIONAL SALARIES	1	\$	500	\$	26,416
2000	NONINSTRUCTIONAL SALARIES	2	\$	0	\$	8,836
3000	EMPLOYEE BENEFITS	3	\$	100	\$	10,922
4000	SUPPLIES AND MATERIALS	4	\$	6,008	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	183,700	\$	133,797
6000	CAPITAL OUTLAY	6	\$	2,000	\$	20,029
7000	OTHER OUTGO	7	\$	0	\$	0
	TOTAL DIRECT COSTS:	8	\$	192,308	\$	200,000
TOTAL	INDIRECT COSTS (Not to exceed 4% of Direct Costs):	9	\$	7,692		The second of th
	TOTAL COSTS:	10	\$	200,000	\$	200,000

Match must be equal or greater than the Required **Match Amount**

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCO.

Project Director:	Dean of Economic and Workforce Development		
Name: John Jaramillo	Title: and Business Sciences		
Authorized Signature:	Date: 8-27-2019		
District Chief Business Officer (or authorized designee):			
Name: Ann-Marie Gabel	Title: Vice Chancellor, Business Services		
Authorized Signature:	Date: 8/28/19		

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, ECU

SECTOR: Energy, Construction, & Utilities

DISTRICT: South Orange County CCD REGION: LA/OC Region

COLLEGE: Saddleback College FISCAL YEAR: 19-20

RFA NUMBER: 18-207 SUBAGREEMENT NUMBER: DO-19-2566-45

Statement of Work (Annual Workplan)

Project Name	Preparing automation specialists for O	C industries	
		Description:	
Description of Opportunity	Bridge supply/demand gap		tion specialists by increasing the number of completions in related fields (10 TOP Codes identified) and guiding 100 of these mplete a newly developed Automation Certificate once available at their institition. This pipeline will help bridge the regional atewide.
	Drop-down Menu		
	Drop-down Menu		
		Description:	
Supporting Evidence	LMI data	_	ng completed in related fields by OC students (3 year average), leaving a significant gap given the projected demand in related g 1,416 jobs annually throughout the LA/OC region, according to COE LMI.
	Industry-validated		stry advisory council confirmed the supply/demand gap and provided priorities for curriculum development. Secondary industry antify global employment opportunities and need for re-training.
	Drop-down Menu	,	o establish core curriculum building upon HVAC, Energy Systems, Process Control, Electrical, Industrial Electronics, Robotics, and Mechatronics programs. SWP funding provides support.
		Description:	
Alignment with Sector Strategy and Regional Priorities	Regional scaling	1	is in related fields, awareness of Automation job opportunities can motivate increasing numbers to complete their degree or all of leading edge technology, income potential, and transferable skills.
	Regional scaling	Veterans among completers will be	e increased to 5%. Females among completers will be increased to 15% (reflects ECU Equity Gap Analysis for OC)
	Drop-down Menu		
		Description:	
Projected Outcome	Completion	•	d 10 TOP Codes from 491 to 663 annually, (35%) by year end 2022. Achieve an automation certificate completion rate of 100 eters will meet industry employability requirements.
		Description:	
Strong Workforce Metric	Number of students who got a degree or certificate	As reported on Launchboard	

	Project Plan				
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
	Facilitate multi-college curriculum review and preparation of		Required to establish		
1	CORs and certificate proposals for curriculum approval	Larry McLaughlin	transcriptable credit and award	Faculty allocation of time	October 31, 2019
	process.		certificates to students		
. 7	Facilitate industry advisory committee and corporate partner review and enhancement of program and course content	ILarry McLaughlin	Required to ensure employability of completers	Faculty and industry time and scheduling	Dec. 15, 2019

EXHIBIT B Page 16 of 53

	Facilitate multi-college transferability of course credits through articulation agreements and/or regional approval process.	Larry McLaughlin	Required for regional portability and to provide schedule/enrollment options for incumbent workers	Faculty allocation of time	June 30, 2020
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	Project Plan					
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date	
4	Create and launch student career opportunity guidance	Larry McLaughlin	Needed by students to choose courses for automation certificate completion	Support from career counselors and/or job developers	October 31, 2019	
5	Initiate development of a Building Automation Certificate at selected colleges	Larry McLaughlin	Specialization is needed to meet regional building automation workforce needs	Should be coordinated with Facilities Management project development	October 31, 2019	
6	Collaborate with other sector DSNs to develop hiring pipeline for automation completers	Larry McLaughlin	Needed by employers to find qualified candidates for employment	Complementary SW project efforts aimed at job placement	April 30, 2020	
7	Develop and distribute Strong Workforce project plan for 2020-21, including plan for funding	. ,	Ensure continuation of the project to meet 2022 SWP and VFS outcomes	Maintain communication and shared vision with CTE Deans, faculty, and industry for 2019-21 and beyond	Dec. 15, 2019	
	Facilitate cooperative effort with Advanced Manufacturing sector to scale Industrial and Building Automation credntials to statewide adoption		Needed to multiply effort for future statewide scaling	SD and RD allocation of time and resources	Sept. 30, 2020	

THIS FORM MAY NOT BE REPLICATED

Regional Director -PROJECT:

Industry Engagement, DISTRICT: South Orange County CCD

RFA NUMBER: 18-207

COLLEGE: Saddleback College

SECTOR: Energy, Construction, & Utilities

REGION: LA/OC Region

FISCAL YEAR: 19-20

SUBAGREEMENT NUMBER: DO-19-2566-45

Statement of Work (Annual Workplan)

Project Name	Professional development to create au	tomtaion expertise among OC facult	ty
		Description:	
Description of Opportunity	Faculty professional development		de professional development for college faculty in automation and controls as part of the regional effort to implement certificate r occupations and industries having a need for automation-related skills.
	Drop-down Menu		
	Drop-down Menu		
		Description:	
Supporting Evidence	LMI data	been identified by TOP code currer	for occupations needing proficiency in automtation systems and system controls. 10 community college program areas have ntly providing instruction related to these occupations. 491 certificates or degrees are being completed by OC students in these g a significant gap given the projected demand in related occupations (1,416 jobs annually).
	Industry-validated	Industry advisors represnting majo	r automated production and controls companies have identified methods and systems critical for training.
	Drop-down Menu		
		Description:	
Alignment with Sector Strategy and Regional Priorities	Regional scaling	This project builds on the regional	Strong Workforce funded Automation Pathways project currently in the development phase.
	Expansion (of a mature initiative)		Certificate is established, Regional Director will focus on an advanced certificate for Building Automation Systems & Controls. sely with industry associations and companies working to establish industry credentials during this grant period.
	Drop-down Menu		
		Description:	
Projected Outcome	Employment	•	ner college will participate in a minimum of 2 professional development workshops or industry externships. A new automation rated into automation certificate coursework at each partner college, enhancing the skills and employability of students.
		Description:	
Strong Workforce Metric	Job closely related to field of study	60% of program completers will recestablished by actual number.	ceive employment in their chosen field of study as measured by Launchboard or other CCCCO designated source. Baseline will be

	Project Plan				
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
1	Assess professional development needs supporting automation instruction as determined by faculty.	Larry McLaughlin	Self-assessment is required to quantify deficiencies and encourage faculty buy-in.	Faculty time, multiple needs and agendas, buy-in.	Sept. 30, 2019

EXHIBIT B Page 18 of 53

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	7	Identify professional development opportunities based on the recommendations of industry partners.	Larry McLaughlin	Industry in best position to verify professional development that meets skill requirements.	Funding for faculty training sessions/contracts	October 31, 2019
	3	Arrange and/or contract for trainer or sponsored training activities.	Larry McLaughlin	Training on applications and suggested labs is required to develop faculty expertise.	Funding for faculty training sessions/contracts	January 31, 2020

	Project Plan				
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
1 1	Conduct questionnaire with faculty members to identify professional development needs during following year.	Harry Mclaughlin	Self-assessment and planning are required for continued buy-in.	Faculty participation. Course-related specificity.	February 15, 2020
5	Arrange for faculty summer extenship option.	Larry McLaughlin	First-hand experince with systems/controls is required to develop faculty expertise.	Industry partners volunteering to host faculty externships. Compensation for faculty during summer months likely.	June 30, 2020
6	Obtain reports on externships and proposed curriculum improvements.	Harry Mclaughlin	Faculty experience in industry will inform curriculum.	Industry partners volunteering to host faculty externships.	Sept. 30, 2020
7					
8					

Project Plan Outcome				
	Current Year: Actual vs. Projected Outcome			
Drop-down Menu				
Impact on Multi-Year Project:	Barriers Overcome:			
	Barriers NOT Overcome:			
	Lessons Learned:			

APPENDIX B THIS FORM MAY NOT BE REPLICATED

Regional Director -PROJECT:

PROJECT: Industry Engagement,
South Orange County
CCD

RFA NUMBER: 18-207

COLLEGE: Saddleback College

REGION: LA/OC Region

FISCAL YEAR: 19-20

SECTOR: Energy, Construction, & Utilities

SUBAGREEMENT NUMBER: DO-19-2566-45

Statement of Work (Annual Workplan)

Project Name	Building industry partnerships through	professional development training of	business decision-makers and college faculty in advanced energy technologies.	
		Description:		
Description of Opportunity	Address new industry priorities		chnologies strategic to State grid resiliency and carbon reduction goals (i.e., solar, energy storage, lighting controls, building cture) through education and training will encourage market growth and job creation.	
	Upskill incumbent workers	Increasing incumbent worker knowle	dge and skills as new technologies impact the workplace will help ensure market competitiveness.	
	Faculty professional development	Professionall development in advanced energy technologies and related instructional materials will help faculty members integrate critical concepts and skills into building, construction, electrical, energy, architecture, and utility-related programs.		
		Description:		
Supporting Evidence	Industry-validated	Economic Analysis of US Decarboniza	tion Pathway (ICF International, 2015) documents the job creation potential of carbon reduction programs and goals.	
	Drop-down Menu			
	Drop-down Menu			
		Description:		
Alignment with Sector Strategy and Regional Priorities	Developmental		rough incumbent worker training and technical assistance to result in faculty externships, student work experience, and Joint industry/faculty training opportunities will be created to promote networking and partnerships.	
	Other	Incumbent worker training designed	to re-train workers will be conducted with outreach to promote gender equity.	
		Description:		
Projected Outcome	Access and enrollment		ovide for incumbent worker training through credit programs. Not-for-credit programs to fill training gaps will be developed elping impact funding formula at participating colleges. 60 course enrollments regionally will be obtained annually with	
	-	Description:		
Strong Workforce Metric	Number of course enrollments	Incumbent worker and professional le	evel training will be conducted in courses that are counted toward metrics by fall 2020.	

	Project Plan							
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date			
1 1	New course offerings/sections will be developed as part of instructional start-up on Automation Pathways project.	Larry McLaughlin		Idntifying and hiring subject matter experts, faculty load and overload compensation	Sept. 30, 2020			

EXHIBIT B Page 20 of 53

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	Microgrid Workshops for Non-technical Professionals will be conducted for business/organization decision-makers and ECU faculty.	Larry McLaughlin	 Faculty participation, funding for professional development, faculty follow-up with potential partners	July 31, 2020
3	A combined industry/faculty workshop will be conducted on Energy Storage (or other advanced energy technology) in LA/OC Region.	Larry McLaughlin	 Faculty participation, funding for professional development, faculty follow-up with potential partners	Sept. 30, 2020

	Project Plan						
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date		
4							
5							
6							
7							
8							

	Project Plan Outcome	
	Current Year: Actual vs. Projected Outcome	
Drop-down Menu		
Impact on Multi-Year Project:	•	
	Barriers Overcome:	
		_
	Barriers NOT Overcome:	

Lessons Learned:

SECTOR: Energy, Construction, & Utilities

REGION: LA/OC Region

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director -PROJECT: Industry Engagement,
South Orange County
CCD

RFA NUMBER: 18-207

COLLEGE: Saddleback College

FISCAL YEAR: 19-20

SUBAGREEMENT NUMBER: DO-19-2566-45

Statement of Work (Annual Workplan)

Statement of work (Alinual Workplain)					
Project Name	Industry Advisory Committees and Cor	ation			
		Description:			
Description of Opportunity	Address new industry priorities	Industry advisory meetings will be o	conducted in support of the Automation Pathways project.		
	Faculty professional development	A Community of Practice will be cor	ntinued to incorporate industry input, refine curriculum, explore externships, and encourage comradery.		
	Drop-down Menu				
		Description:			
Supporting Evidence	Industry-validated		stry advisory council confirmed the supply/demand gap and provided priorities for curriculum development to-date. 1 additional of Practice meeting (which includes industry represntatives) are planned for this grant year.		
	Faculty/College-driven	At least 1 Automation Community of	of Practice meeting with faculty and invited industry guests will be conducted between January and June 2020.		
	Drop-down Menu				
		Description:			
Alignment with Sector Strategy and Regional Priorities	Developmental	Industry engagement and guidance	will be obtained to better align program instruction with industry workforce needs.		
	Drop-down Menu				
	Drop-down Menu				
		Description:			
Projected Outcome	Employment	,	will be obtained for the purpose of ensuring the employability of our students. 1 additional Industry Advisory meeting and 1 lbe conducted by June 2020 under this grant.		
		Description:			
Strong Workforce Metric	Job closely related to field of study	Employment of program completer	s from the 10 selected TOP codes will be increased by 35% by year end 2022.		

	Project Plan						
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date		
	1 Industry Advisory Council meeting will be held during Spring		Industry advice and guidance will				
1	2020	Larry McLaughlin	help align programs with skill	Avaialbility of industry partners, availability of faculty	May 31, 2020		
	2020		needs.				
	1 Community of Bractice meeting will be held before June 20		Faculty information sharing and				
2	1 Community of Practice meeting will be held before June 30, 2020	Larry McLaughlin	comradery is essential for progress	Availability of faculty, availability of industry guests	June 30, 2020		
	2020		in regional program.				
3							

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director - Industry Engagement, South Orange County CCD

REGION: LA/OC Region

SECTOR: Energy, Construction, & Utilities

COLLEGE: Saddleback College

FISCAL YEAR: 19-20

RFA NUMBER: 18-207

SUBAGREEMENT NUMBER: DO-19-2566-45

Statement of Work (Annual Workplan)

Project Name	Regional Director -Industry Engageme	ent support for Strong Workforce Pro	jects		
		Description:			
Description of Opportunity	Other	Regional Director - Industry Engage and Vision for Success metrics are	ement support for ECU related and general multi-sector Strong Workforce projects will ensure that ECU startegies are reflected addressed.		
	Bridge supply/demand gap		Ultimately, bridging the gap between supply of program completers and projected hiring needs of industry will improve metrics overall and have the greatest impact on economic growth in the region.		
	Drop-down Menu				
		Description:			
Supporting Evidence	LMI data	opportunities will be available ann	number of jobs for this cluster of occupations is expected to increase by 5% over the next five years. More than 37,000 job ually for these occupations through 2022 due to new job growth and replacement need (e.g., retirements). An average of 1,663 ortificates are awarded in 20 ECU programs (3 year average).		
	Drop-down Menu				
	Drop-down Menu				
		Description:			
Alignment with Sector Strategy and Regional Priorities	Other	Regional Director will work with pr	oject stake-holders to implement specific outreach and strategies for addressing equity gaps according to sector plans.		
	Drop-down Menu				
	Drop-down Menu				
		Description:			
Projected Outcome	Drop-down Menu	Successful Strong Workforce proje	cts will have a positive impact on a variety of Strong Workforce and Vision for Success metrics.		
		Description:			
Strong Workforce Metric	Number of course enrollments	As measured in Launchboard			

	Project Plan					
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date	
1	Make a positive impact on 3 regional projects in collaboration with project leadership, integrating SW projects with sector strategies and/or Regional Director projects described in this work plan	Larry Mclaughlin	Contributions to selected SW projects will yield positive outcomes for sector programs and students.	Collaborative nature of projects, DSN time and resources	April 30, 2020	
2	Monitor project activities, keep project focused on SW and Vision for Success metrics, and ensure methods for accounting/measuring progress are in place.	Larry Mclaughlin	A focus on SW and VFS metrics will keep activities focused and optimizing the use of resources.	Correctly established metrics, collaborative leadership	Sept. 30, 2020	

EXHIBIT B: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD LEGGO

INVOI	CE		Date:		
Name			Invoice N	No.:	
Name			Purchase	Order No.:	
Address:					
City:		State:	Zip:		
Attn:					
Bill To:	Rancho Santiago CCD (RSCO Attn: Sarah Santoyo 2323 North Broadway, Ste. Santa Ana, CA 92706				
Grant Num	ber:	Fisc	al Agent Sub-Agreen	nent Number:	
Chancellor's	office Project Monitor:				
Payment Ty	pe: Advance Paymen	t □P	Progress Payment	☐ Final Payment	
	☐Other Payment (describe):			
Description	of Work and Dates Services Ro	endered:			
			Total Amount D	ue: \$	
District/Col	lege Accounting Office Contac	ct:	District/College	Program Contact:	
Name:			Name:		
Title:			Title:		
Email:			Email:		
Phone num	ber:		Phone number:		

Please send payment to the address above.

Instructions for Invoice Template

Submit invoices electronically to the fiscal agent, Maria Gil at Gil_Maria@rsccd.edu. The e-mail subject line must state "Invoice Enclosed – District Acronym/DSN/Grant Number".

Example: RSCCD/Santa Ana/DSN/#18-459-008

If you are submitting a <u>corrected</u> invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCO Program Contact/Monitor or the Fiscal Agent at Gil Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Purchase Order No. - Enter the purchase order number issued by the Fiscal Agent.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the subagreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCO.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

EXHIBIT C: Legal Terms and Conditions Articles I, Rev. 07/2018 and Article II, Rev. 05/14

Chancellor's Office, California Community Colleges Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

Key Talent Administration & Sector Strategy Fiscal Agent Program-Specific Legal Terms and Conditions July 2018

> ARTICLE II Standard Legal Terms and Conditions (Revision 5/15/14)

Chancellor's Office, California Community Colleges

Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

Key Talent Administration & Sector Strategy Fiscal Agent Program-Specific Legal Terms and Conditions July 2018

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the Chancellor's Office, California Community Colleges (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget. All payments must be requested via invoice and emailed to accountspayable@cccco.edu. Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) up to 50% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 4 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Chancellor's Office.
- The Chancellor's Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by January 31,2019. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10% payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.

2. Budget Changes

• Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant

Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet." The project monitor shall send grantee an amended face sheet if the total dollar amount of the Grant Agreement is changed. The amended face sheet must be signed by both parties prior to processing.
- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Amendments for Time Extension or Augmentations

Amendment requests for time extensions and/or augmentations must be received by the project monitor three months prior to the end date of the grant term. If the amendment request is approved, an amended face sheet will be sent to the grantee that must be signed by both parties.

4. Reporting

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

September 30, 2018	1st Quarter Year-to-Date Expenditure and Progress				
	Report due				

December 31, 2018	2nd Quarter Year-to-Date Expenditure and Progress Report due
March 30, 2019	3rd Quarter Year-to-Date Expenditure and Progress Report due
June 30, 2019	4th Quarter Year-to-Date Expenditure and Progress Report due
September 30, 2019	5th Quarter Year-to-Date Expenditure and Progress Report due
December 31, 2019 January 31, 2020	6th Quarter Year-to-Date Expenditure and Progress Report due Final Claim of Expenditures and Final Report due

In addition, grants funded by the Carl D. Perkins Career and Technical Education Improvement Act of 2006, or the Economic Development Program require one original and one copy of Progress/Year to Date Expenditure Reports to be filed by July 31st.

5. Feedback Process

The Grantee shall participate fully in the Chancellor's Office 360 feedback process. The results of this Feedback Process will be used to assess the performance of the grantee and can include information in whatever form and from any or all stakeholders identified by the Chancellor's Office. Failure to participate in any aspect on this process may result in the early termination of the grant in accordance to Article II, provision 22 (b).

6. Role of Supervisor-of-Record

In consideration of satisfactory performance of the services and objectives described in the Grantee's application, the grantee application shall identify a "Supervisor-of-Record". The Supervisor-of-Record shall, in order for the Grantee to be deemed performing satisfactorily, perform and ensure the following:

- Adherence to all provisions in Articles I and II;
- In the cases of Deputy Sector Navigator grants, all required minimum qualifications are met;
- Assure and provide documentation demonstrating, when requested by the Chancellor's Office, that all Key Talent including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers are employed full-time (100%) exclusively to perform the duties and activities specific to this grant.

- Key Talent is on-boarded regarding the Chancellor's Office expectations in performance of this grant, as provided in the memo dated March 2017 and Appendix G.
- In keeping with Article II, provision 16, for grants intended to serve a region specified by the Chancellor's Office, regular consultation with the colleges in the specified region, or a consortium representing those colleges, to ensure the grant is conducted in a manner that reflects the needs of the colleges to accomplish objectives consistent with this regional grant; and
- The Grantee's key talent, and other necessary personnel, participates in the Chancellor's Office Feedback Process. Participation includes, in consultation with the Chancellor's Office, the development of a process that addresses improvements needed in the performance of the grant, as identified in the eventual feedback process.

7. The Chancellor's Office reserves the right to evaluate a grantees' performance as follows:

- Ability to affect Student Momentum Points and Leading Indicators of Curriculum Alignment to Labor Market Needs; and
- Feedback from Quality of Service Measures using a CCCCO-provided evaluation instrument;
- The results of an evaluation conducted by the Chancellor's Officer with the input and recommendations from stakeholders as determined by the Chancellor's office
- Eligible applicants to fill a Sector Navigator role shall not have served in a Statewide EWD role more two (2) EWD reauthorization cycles, which are terms of five (5) years

8. Lobbying federal, state, or local officials

Key Talent grantees including Deputy Sector Navigators, Sector Navigators, Regional Consortia Chairs, and Technical Assistance Providers, when using their "Key Talent" title, status, and grant funding are prohibited from lobbying without the Chancellor's Office permission. Lobbying includes:

- Seeking to increase funding for a federal or state program; and
- Influencing enactment or modification of any pending federal or state legislation.

Key Talent grantees shall obtain permission to lobby from a Workforce and Economic Development division Vice Chancellor or dean in writing. A request must include the

program and/or bill, purpose of lobbying activity, position on program and/or bill and basis for position, and how this activity would meet the goals of the grant.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond the year of

appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to

those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The

term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

- 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
- 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided

- to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or it subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will authorize Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and

references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent <u>for</u> inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 - 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 - 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 - 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of

Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or

otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to

constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see http://www.w3.org/TR/WAI-WEBCONTENT/) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 - 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 - 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 - 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee 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 this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

- 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.10 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Study Abroad Program to Dublin and Galway, Ireland from

June 27, 2020 to July 18, 2020

ACTION: Approval

BACKGROUND

Saddleback College has conducted successful study abroad programs during summer sessions in Dublin and Galway, Ireland. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Title 5, CCR § 55220.

STATUS

The Fine Arts and Media Technology Division at Saddleback College proposes to offer the study abroad program in Dublin and Galway, Ireland from June 27, 2020 to July 18, 2020. The program will be organized and arranged by Travel and Education for a fee of approximately \$3,295 per student for 15 or more students, not including airfare (fee shall be adjusted to reflect the then exchange rate). Saddleback College solicited multiple proposals for this program, and Travel and Education is the only vendor that met all of the programmatic specifications. The details of the program are summarized in the Program Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Study Abroad Travel Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from Travel and Education is included in EXHIBIT D. The current travel warnings issued by the U.S. Department of State in EXHIBIT E do not include Ireland. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Dublin and Galway, Ireland, June 27, 2020 to July 18, 2020, and authorize the Vice Chancellor of Business Services, or designee, to execute the Study Abroad Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

Item Submitted By: Dr. Elliot Stern, President, Saddleback College
Ann-Marie Gabel, Vice Chancellor, Business Services

Study Abroad Narrative Ireland Summer 2020

The Study Abroad program to Ireland at Saddleback College has been taught three times and has been a resounding success with the students loving it.

The class explores Irish Theatre, Cinema, and Culture beginning with the founding of the Abbey Theatre in 1904 by W.B. Yeats and Lady Augusta Gregory and continuing up to the present day with contemporary Irish writers and filmmakers. The program explores the unique history of Ireland that led to the development of an incredibly rich and fascinating literary voice that reflects the culture, history, and values of Ireland, yet is powerfully received by international audiences. It is an experiential course that immerses the student in Ireland and allows them to experience the culture firsthand.

The course starts in Dublin where the students and faculty stay in the dorms on the campus of Trinity College. Lunch is provided every day along with a welcome dinner on the first night. While in Dublin the students see plays at the historic Abbey Theatre, the Gate Theatre, and others depending on the appropriateness for the course. Visits include the Smock Alley, the Gaiety, as well as numerous other sites. The class tours historic sites In Dublin, gets lectures from Trinity faculty, views Irish films, hears Irish music, sees Irish dance and has classes with the faculty.

The program spends the next two weeks in Galway, where the trip is designed to coincide with the Galway Film Fleadh (Festival) and the International Arts Festival. Students see many, many new Irish Films (a number of which have gone on to be nominated for awards including the Academy Award), as well as Theatre, Dance, and Music performances. Students also travel to the famous Aran Islands, which were immortalized in the plays of J.M. Synge, form the setting for a number of contemporary plays by Martin McDonagh, and are part of the mythology of Ireland. The Aran Islands is in the Irish speaking section of Ireland and the students will experience spoken Irish in what is now an English speaking country. In Galway students and faculty stay in beautiful apartments.

Students come away from the trip with a new appreciation of the literature and arts of Ireland and a very deep understanding of the culture. They have a clear understanding of how the culture and history profoundly influence the writing and the performances. Ireland is known as "The Land of Saints and Scholars", and the students get to experience this firsthand during this course.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM											
Location/De			blin/Galwa	y Irelar	nd	First	Γrip:	Yes:		No:	X
Dates: From: To: June 27 2020 July 18, 2020 Total No. of Days: 22											
	Name (Academic Institution): Trayel and Education										
Address: 10	55 Mill Cr	eek D	rive Feas	tervill	e-Tre						
Contact Per	son:	Patriz	zia D'Adam	0		Teler	hone	No.: 2	15-396-	0239	
Description	of Instituti	on: I	Study Ahro	ad Pro	vide	r					
1 10 10 10		0.000	otady / En	Yes:		No:					
Includes:	Accredited	structions	9	Yes:	X	No:	X				
	Orientation			Yes:	X	No:					
	Books/Supplie	es	98	Yes:	X	No:					
	Tutors			Yes:	X	No:					
	Weekend Stu	dy Activitie	es	Yes:	X	No:					
	Food			Yes:	X	No:					
	Transportatio	n		Yes:	x	No:					
	Lodging			Yes:	X	No:					
Other:								-			
Does Not In	clude:		Airfare, Passp					Expenses,			
(Examples: Lo	cal Transpo	rtation	Meals (Some n	nealsprov	vided) a	and Insura	nce				
athome Pers	onal Items e	etc 1									
Other:											
2. FACU		T									
Lead Facult		Willia	m McGuire								
Coordinates			<u> </u>	Yes:	X	No:					
If No. Ex						1					
Travels to S			1 07	Yes	X	No:			1 40 0	000	
Dates:	From:	at Dua	June 27, 2			To:		Ju	ly 18, 2	020	
Teaching A		at Pro	gram Site:	Yes	X	No:				_	
Dates:	From:	1 1 / C =	- d/ CC2	1 1/		To:	-				
	Requires Substitute at IVC and/or SC? Unpaid Faculty Exchange:			Yes		No:	X				
			ina al.	Yes		No:	X				
	aculty Name										
Assignment Course No.:	Course Tit					Date(s	<u> </u>		Time(s	1	
Course INC	Course Title: Date(s) Tim					Time(s	1				
Other:											
3. COURSE(S) OFFERED AT PROGRAM SITE											
Course No.: Course Title: No. of Units TA 128 Theatre, Performance, and Culture 3											
TA 128 Theatre, Performance, and Culture 3											

4 6711	DENTO						!
4. STUDENTS Minimum number of students required to make program: 15							
	inimum number of students required to make program:						
Minimum number of units:							3
	Maximum number of units: f this is a repeat program site, what is the average number of units taken per student?						
Other	peat program	site, witat is in	e average nun	ibei oi units ta	ken per studen	IL f	
5. COS	TS						
Student:	13						
	d cost per stud	lent:					\$ 3,295.00
	cost per day:	iciti.					
		0 per year for a st	udent to reside in	South Orange Cou	unty and attend SC	CCCD.)	\$ 149.77
College:							
	costs to the D	istrict?	Yes:	No: x			
If Yes Exp			La companya di daglia di sa	1		- CO - L	
	period of time.		iso receiving s	alary for cours	es at IVC and/o	or SC during	\$
Other Cos							\$
		TIES NOT P	ART OF TH	E COURSE	(S) (ATTAC	HMENTS)	1 Ψ
0. 0111	LIC ACTIVI	IILO NOT I	AITT OF TH	IL COUNCE	(O) (ATTAO	THELTTO	
7. TYP	CAL WEEK	I Y SCHED	III E OF INS	STRUCTION	IAL/ACTIVI	TIES	
7.	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			- I - I - I - I - I - I - I - I - I - I			TA 128	Canady
8 a.m.						Historical	
o a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Site Visit	
0	(8-10)	(8-10)	(8-10)	(8-10)	(8-10)	(8-6)	
9 a.m.	1	<u> </u>	+	1	1	<u> </u>	
10a.m.	Instruction Time	Instruction Time	Instruction Time	Instruction Time	Instruction Time		16
iva.iii.	(10-12)	(10-12)	(10-12)	(10-12)	(10-12)	1	
11a.m.		1		1	, , , , ,	1	
	<u> </u>	1		1	1	↓	
12 Noon		1		\downarrow	1		
1 p.m.	Lunch (1-2)	Lunch (1-2)	Lunch (1-2)	Lunch (1-3)	Lunch (1-3)	1	
	TA 128	TA 128	25.15.1 (1.2)		22 (1. 5)	*	
2 p.m.	Cultural Site	Cultural Site		1	1	1	
p	Tour	Tour	Instruction	1	+	+	
	(2-6)	(2-6)	Time (2-5)	TA 128	TA 128		
3 p.m.				Cultural Site	Cultural Site		
	1		\	Tour (3-6)	Tour (3-6)		
4 p.m.	1	1	J	1	1	1	
5 p.m.			i				
6 p.m.	1		*	*	*	Ψ	
	<u> </u>	— —	Dinner (6-8)	Dinner (6-8)	Dinner (6-8)		
7 p.m.	Dinner (7-8)						
0	TA 128	Theatre	Theatre	Theatre	Theatre		
8 p.m.	Cultural Site Tour (8-10)	Performance (8-10)	Performance (8-10)	Performance (8-10)	Performance (8-10)		
9 n m	1	(0-10)	(0-10)	(0-10)	(0-10)		
	9 p.m.						
10 p.m. Exceptions to weekly schedule:							
8. ATTACHMENTS							
1. Course Outline							
2. Course Syllabus							
3. Contract Provider							
O. CONTRACT TOVICE							

9. REQUIRED SIGNAT	URES		
May Member	M 8/14/19	MASHU Department Chair	1 8/14/19
Divisited School Dean	7-/6-/9 Date	Months Mice President, Instruction	7/16/19 Date
Callege President	8/6/19 Date		



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD TRAVEL CONTRACTOR AGREEMENT

Summer 2020 Study Abroad in Dublin and Galway, Ireland General Terms and Conditions

This Agreement is made this 29th day of October, 2019 between the South Orange County Community College District (Saddleback College), located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel & Education ("TRAVEL CONTRACTOR") located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled "SPECIFIC DETAILS".

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. <u>INSTRUCTIONAL SERVICES</u> DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. TRAVEL SERVICES TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. <u>PROMOTIONAL MATERIAL</u> TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT'S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College", as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
- D. <u>PAYMENT BY TRIP PARTICIPANTS</u> All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

Page 1 of 10

Created: 08/01/19

TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. RESTRICTION ON TRIP PARTICIPATION All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. AGREEMENT WITH TRIP PARTICIPANTS TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.
- G. <u>STUDY ABROAD CORRESPONDENCE</u> TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

Page 2 of 10

- H. <u>LIQUIDATED DAMAGES</u> TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. <u>TRAVEL AGENTS</u> All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.

J. CANCELLATION, SUSPENSION, AND REFUNDS

1. Cancellation by Trip Participant

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. Should a trip participant withdraw from the Study Abroad Trip on or before the "Date of Initial Deposit Due", trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.
- b. Should a trip participant withdraw from the Study Abroad Trip after the "Date of Initial Deposit Due" and on or before the "Final Payment Due Date", trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.
- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the "Final Payment Due Date"**, the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip by the "Date of Initial Deposit Due", District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
 - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
 - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
 - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or
 - b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

K. <u>INDEMNIFICATION</u> – To the fullest extent of the law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees that may be brought against the DISTRICT. This includes actions filed against the DISTRICT by, but not limited to trip participants, TRAVEL CONTRACTOR'S employees, or any party's heirs, executors, administrators or assigns, which may arise from TRAVEL CONTRACTOR'S errors and omissions, breach, negligence, or willful misconduct in connection with TRAVEL CONTRACTOR'S operations, performance, or activities under this agreement.

DISTRICT shall not be indemnified for any claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees as a result of the DISTRICT'S sole negligence or willful misconduct.

- L. TRAVEL CONTRACTOR INSURANCE TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other general trip insurance benefits as specifically set forth in "SPECIFIC DETAILS". If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.
- M. <u>CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT</u> TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum single limit of liability of \$5,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.

Page 5 of 10

Created: 08/01/19

- N. <u>TRIP PARTICIPANT INSURANCE/COVERAGE</u> TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:
 - Accidental Death and Dismemberment
 - Medical
 - Chiropractic Care
 - Mental and Nervous Inpatient and Outpatient
 - Pre-Existing Conditions
 - Emergency Medical Reunion
 - Trip Delay
 - Trip Interruption
 - Trip Cancellation and Cancel for Any Reason
 - Emergency Medical Evacuation
 - Repatriation
 - Security Evacuation
- O. TRAVEL CONTRACTOR REGISTRATION Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.

P. SERVICE PROVIDER INFORMATION AND IDENTIFICATION

- 1. TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel and shall indemnify the DISTRICT for all actions taken by Service Provider Trip Personnel during the Study Abroad Trip, as set forth in the Indemnification provision reflected in Section 12 of this Agreement. District's review of Service Provider Trip Personnel shall in no way limit the indemnification obligations of Service Provider and/or TRAVEL CONTRACTOR. TRAVEL CONTRACTOR shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.
- Service Provider shall ensure at least one member of the Service Provider Trip Personnel
 is available to be present with the Trip participants as defined in and all trip participants
 are provided with an emergency contact to call in case of emergency. The emergency

Page 6 of 10

Created: 08/01/19

contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.

- Q. **EXCLUSIVITY** This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.
- R. <u>TERM</u> This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.
- S. <u>TERMINATION</u> Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT'S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse District for all associated costs incurred as a result of Service Provider's failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold District harmless for any claim, damage, or action arising out of Service Provider's failure to meet its duties and obligations under this Agreement or arising from the District's termination of this Agreement.
- T. **NON-DISCRIMINATION TITLE IX COMPLIANCE** TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. <u>NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS</u> This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. <u>WAIVER</u> Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. <u>SEVERABILITY</u> If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. <u>INDEPENDENT CONTRACTOR</u> Service Provider is retained as an independent contractor. Service Provider and all of Service Provider's officers, employees, and agents are not officers, employees, or agents of District.
- Y. 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.
- Z. STANDARD OF CARE AND PROFESSIONAL CONDUCT The TRAVEL CONTRACTOR 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 TRAVEL CONTRACTOR 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 TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires

Page 8 of 10

the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR'S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. 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.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR'S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled "SPECIFIC DETAILS", a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR'S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT'S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the "SPECIFIC DETAILS" of the Exhibit.

- AA. <u>NOTICE</u> Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- BB. <u>APPROVAL BY DISTRICT'S BOARD OF TRUSTEES</u> Pursuant to California Education Code 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.
- CC. <u>COMPLIANCE WITH APPLICABLE LAWS</u> TRAVEL CONTRACTOR 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 TRAVEL CONTRACTOR, TRAVEL CONTRACTOR'S business, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
- DD. <u>JURISDICTION</u> TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

TRAVEL CONTRACTOR:	DISTRICT:
Travel & Education	South Orange County Community College District
Date:	Date: October 29, 2019
By: Patrizia D'Adamo	By: Ann-Marie Gabel
Title: T&E Director of U.S. Operations	Title: <u>Vice Chancellor of Business Services</u>
Address: 1055 Mill Creek Drive Feasterville-Trevose, PA 19053	Address: 28000 Marguerite Parkway Mission Viejo, CA 92692
Phone: (215) 396-0239	Phone: (949) 582-4664

Created: 08/01/19



SPECIFIC DETAILS

PROPOSAL - SUMMER 2020 SOCCCD - SADDLEBACK COLLEGE THEATRE AND FILM PROGRAM

DUBLIN AND GALWAY, IRELAND

PROGRAM DATES:

*Dates can be modified up to application deadline date.

US Departure Program dates Transfer to Airport and return to US Saturday, June 27, 2020 Sunday, June 28, 2020 to Friday, July 17, 2020 Saturday, July 18, 2020

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

Following inclusions is subject to change based on fluctuations in negotiated costs and changes in exchange rates.

- 24 hour / 7 day services of a T&E Coordinator during the program period. SADDLEBACK
 COLLEGE SOCCCD'S assigned point person who will available 24 hours for all group needs.
- Shared housing in apartments both in Dublin and Galway
- Transfer to Galway by private coach
- Lunches provided during class days
- An orientation program upon arrival
- Reception and Farewell dinners.
- Following Field Trips will be included:
 - Famine to Facebook city tour with specialist guide
 - Ferry to and from the Aran Islands with bike rentals
 - Walking Tour of Trinity
 - Archaeologist led field visit to the Boyne Valley
 - Tour to Co. Clare and the Cliffs of Moher
- Entrances to following monuments and museums will be included:
 - o Entrances to Kilmainham Jail
 - St. Patricks Cathedral
 - o Dublin Castle
 - Book of Kells and the Old Library
 - Newgrange
 - Hill of Tara
 - Trim Castle
 - Dun Aengus
 - Cliffs of Moher
- **Social and cultural program** will include the transportation and the services of a tour guide when appropriate. Included:
 - o Guest seminars in Dublin
 - Theatre performances in Dublin
 - o Dublin Literary Pub Crawl
 - Backstage tour of the Abbey Theatre
 - Backstage tour of Smock Alley Theatre
 - Gaelic Games match at Croke Park, the National Stadium
 - o Film screenings during the Galway Film Fleadh
 - Performances during the Galway International Arts Festival



VALUE ADDED BENEFITS

- Mobile phones provided for each student before departure which includes a local Irish cell number and FREE incoming calls (delivery to addresses in Puerto Rico and Hawaii will require special handling for which there may be a charge).
- **US Liability Insurance Policy** under which South Orange County Community College District will be named coinsured for the duration of the program. Certificates sent upon request.
- Comprehensive Study Abroad Insurance Coverage: Accident and Sickness, Trip cancellation and interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and dismemberment, Mobile App/24 hour assist, Compassionate visit, Chaperone/Faculty Replacement. Additional fee may apply. See below for details.
- US Embassy registration for each student for the program period
- Accounting / billing services in the U.S.
- Pre-departure information services and a TOLL-FREE contact number in the U.S.
- 24 hour contact number for emergency or for after-hours support for participants in programs outside the EST time zone.
- Advance planning services offered by our T&E office in Philadelphia.
- Promotional digital PDF version of flyer for reproduction by SADDLEBACK COLLEGE SOCCCD.
- Promotional presentations / orientations at SADDLEBACK COLLEGE SOCCCD campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Target enrollments below with pro-rated scale pricing will include benefits for **ONE** (1) **SADDLEBACK COLLEGE – SOCCCD faculty members** or administrative visit listed below:

- International round trip airfare from LAX DUB LAX
- Private accommodations for ONE (1) SADDLEBACK COLLEGE SOCCCD faculty or administration in a single apartment in Dublin and Galway.
- Inclusion in Comprehensive insurance policy as mentioned above.
- Teaching spaces
- Mobile phone with local Irish number and FREE incoming calls
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For groups requiring ADDITIONAL CHAPERONES:

Only One (1) administrative visits will be allowed by T&E per program period per a minimum group size of 15 participants. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE – SOCCCD. Should SADDLEBACK COLLEGE – SOCCCD require an additional chaperones, T&E will provide shared chaperone accommodations in addition to airport transfers in order to meet this requirement and the additional chaperone will be limited to these benefits. Full benefits as listed above only apply to the primary group chaperone. The additional chaperone will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional chaperones is listed in optional components.

Program Fee:

*\$3,295 US Dollars per participant for an enrollment of 15 or more paying student participants with ONE (1) SADDLEBACK COLLEGE – SOCCCD faculty visit.

* Above program fee is based on EURO to US Dollar exchange rate as of September 2019. Changes in exchange rate may result in program modifications and/or increase in quoted per person fee. T&E will contact point person at SADDLEBACK COLLEGE – SOCCCD to discuss options prior to implementing any changes if necessary.

NOT INCLUDED IN PROGRAM FEES:

- Mandatory comprehensive insurance coverage: \$20 per week (\$75 for 4 weeks).
- Airfare for students

^{*}loyalty and early bird discounts cannot be combined during the same program term.



- Faculty compensation.
- Mandatory \$125 refundable damage deposit to be collected from each student and returned to
 each individual student by T&E Philadelphia office upon completion of program if no damages are
 reported. If the institution is being invoiced for the entire group there will be a flat charge of \$1000
 for groups with up to 15 students.
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

OPTIONAL COMPONENTS

• Group flight Reservations: T&E offers the option for group flight reservations to ensure your group will travel together and follow T&E departure and arrival time guidelines. SADDLEBACK COLLEGE – SOCCCD will need to meet a minimum sustained enrollment of ten (10) paying participants in order to qualify. A group of ten (10) must be reached by December 16, 2019. T&E will provide an itinerary based on group preference along with a group quote prior to that date. Students will be provided with a deadline by which they should purchase airline tickets directly through the travel agency which will be used to make the reservation. Students will be provided a special link for the assigned flight associated with SADDLEBACK COLLEGE – SOCCCD.

PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP

(This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE – SOCCCD)

- SADDLEBACK COLLEGE SOCCCD program coordinator will instruct students to apply to the
 appropriate program via the provided link below. All students will be held to T&E Application
 Contract for the given term. Summer program deadline is Friday, November 8, 2019. Residence halls
 cannot be guaranteed for students who apply after the original application deadline.
 - 2020 Online Student Application link for SADDLEBACK COLLEGE SOCCCD Ireland Program
- SADDLEBACK COLLEGE SOCCCD will provide T&E with a group roster of approved student
 participants by the Friday, November 8, 2019. T&E will bill students directly who will then be
 responsible keeping up with T&E payment schedule as outlined on the T&E invoice. All T&E invoices
 are sent via email only. Please contact T&E if a hard copy invoice is required.
- Payment schedule:

Payment	Date	STUDENT
Deposit (non-refundable)	November 8, 2019	\$500
1 st Installment	December 16, 2019	\$500
2 nd Installment	January 17, 2020	\$500
3 rd Installment	February 14, 2020	\$500
4th Installment	March 16, 2020	\$500
Final Payment	April 10, 2020	Final payments due

^{*} Application fees and flight deposits are non-refundable.

T&E accepts payments in the following forms:

- Personal check or money order mailed to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose PA 19053.
 Please include student's name on the memo line for reference.
- All major credit cards accepted via online payment gateway at <u>www.travelandeducation.org</u> under APPLY tab. A 3% handling fee applies.



- All assigned SADDLEBACK COLLEGE SOCCCD chaperones must fill out a chaperone form no later than Friday, November 08, 2019. Chaperones will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: I&E Accompanying Faculty Application. Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.
- Additional students can join until Friday, March 27, 2020 after the initial deadline. At this time, a final
 list of paying student participants will be provided by SADDLEBACK COLLEGE SOCCCD program
 coordinator, for summer group confirmation.
- The school administration and SADDLEBACK COLLEGE SOCCCD will promote the program on an
 appropriate institutional website listing or through the various available institutional outlets in order
 to ensure student awareness of the program offering at SADDLEBACK COLLEGE SOCCCD.

REFUND POLICY

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

If participant withdrawals in writing	he / she receives
on or <u>before</u> the final payment due date.	For standard program, all fees paid less \$500 deposit.
1-9 days after the final payment due date.	all fees less \$500, \$295 confirmation payment and insurance fees or any other fees paid by T&E on the students behalf.
10-20 days after the final payment due date.	all fees less \$500, \$295 confirmation payment, insurance fees and \$1000 plus any other fees incurred by T&E on the students behalf.
21 days or more days after the final payment due date.	No refund.

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- Force Majeure: The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach.
 - Prior to departure: In the event a US Department of State travel warning is issued advising against travel to Ireland, SADDLEBACK COLLEGE – SOCCCD may refrain from sending students to Ireland and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
 - While in country: In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens to leave the country if they are already there and the program is still in progress, **T&E** will suspend the program and make arrangements through emergency assistance services provided through the T&E comprehensive study abroad policy for evacuation of all participants. If students are returned home they will receive a prorated rebate of fees paid to **T&E** for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home. Any expenses resulting from incidents occurring on the last day of the program period once the ground program is officially over



which would warrant an extended stay will be the financial responsibility of each individual participant.

Loyalty Clause: As part of the terms of this proposal, SADDLEBACK COLLEGE – SOCCCD will not
actively seek out or accept any offer of a direct relationship with any of the academic institutions or
organizations who partner with T&E in Ireland to supply academic and/or other services as part of
the T&E provided program for the next 3 terms starting from the effective date of this contract.

ADDITIONAL CONSIDERATIONS

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract.

The present proposal is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present proposal will be valid for the 2019-2020 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE – SOCCCD will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE – SOCCCD students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.

ACCEPTANCE OF PROPOSAL

Travel & Education requires written acceptance of this proposal by **Friday**, **November 1**, **2019** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to **Travel & Education**, **1055 Mill Creek Drive**, **Feasterville-Trevose**, **PA 19053** or by fax to 215-396-0236. Should a signed proposal not be submitted by the specified due date above and SADDLEBACK COLLEGE – SOCCCD subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this proposal will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED	BY	(please print)
	Name of Authorizing Representative SADDLEBACK COLLEGE –	SOCCCD
		(sign)
	Signature Authorizing Representative SADDLEBACK COLLEGE —	SOCCCD
	DATE	

Ireland

Ireland



Exercise normal precautions in Ireland.

Read the Safety and Security section on the <u>country information</u> page.

If you decide to travel to Ireland:

- Enroll in the <u>Smart Traveler Enrollment Program</u> (<u>STEP</u>) to receive travel alerts and make it easier to locate you in an emergency.
- Follow the Department of State on <u>Facebook</u> and <u>Twitter</u> and <u>Twitter</u>
- · Review the Crime and Safety Report for Ireland.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the Traveler's Checklist.

Embassy Messages Alerts

Security Alert: Longitude Festival on July 5-7, 2019 Fri, 05 Jul 2019

Demonstration Alert: Scheduled Demonstrations in Dublin this

Week Tue, 04 Jun 2019

Demonstration Alert: Scheduled Protest at Parnell Square, on

May 18, 2019 Thu, 16 May 2019

Demonstration Alert: Scheduled Protest at Embassy of Israel,

Dublin, Ireland, on May 11, 2019 Thu, 09 May 2019

View Alerts and Messages Archive

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.11 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Approval of Master Agreements between South Orange

County Community College District (SOCCCD) and the Foundation for

SOCCCD and the Saddleback College Foundation

ACTION: Approval

BACKGROUND

California Education Code Sections 72670-72680 et seq. and Title 5, California Code of Regulations, Sections 59250-59270 et seq. require that the Board of Trustees adopt implementing regulations for auxiliary organizations, which require that all auxiliary organizations enter into a written master agreement with the District. In August 2017, the California Community College Chancellor's Office (CCCCO) published the Auxiliary Organizations Manual in an effort to provide districts with the rules and regulations to establish and maintain auxiliary organizations and to standardize accounting and reporting.

STATUS

The Saddleback College Foundation and the Foundation for South Orange County Community College (collectively "the Foundations") are considered auxiliary organizations of the District. The current master agreements between the District and the Foundations were originally entered into in June 2005. Each agreement had a five-year term and both have expired without renewal to date.

In order to maintain compliance with California Education Code, Title 5 and the Auxiliary Organizations Manual published by the CCCCO, the District engaged with college and Foundation personnel to review and revise their respective master agreement (EXHIBITS A and B) over the course of the past 18 months. Through that collaboration, numerous meaningful changes have been made to the respective agreements, which benefit the District, the college and the Foundations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the master agreements between the South Orange County Community College District and the Saddleback College Foundation and the Foundation for South Orange County Community College District for a term of five years, with automatic renewals for subsequent annual periods.

Item Submitted By: Dr. Elliot Stern, President, Saddleback College
Ann-Marie Gabel, Vice Chancellor, Business Services

MASTER AGREEMENT BY AND BETWEEN

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AND

SADDLEBACK COLLEGE FOUNDATION

THIS MASTER AGREEMENT is approved and entered into as of this 29th day of October, 2019, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under the constitution and laws of the State of California (the "District"), and the SADDLEBACK COLLEGE FOUNDATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Foundation") as an auxiliary organization of South Orange County Community College District.

RECITALS

- A. The District and the Foundation desire to establish the Foundation as an auxiliary organization of the District pursuant to Education Code Sections 72670-72680 et seq. and Sections 59250-59270 et seq. of Title 5 of the California Code of Regulations.
- B. As required by Education Code Section 72670 et seq., the Board of Trustees of the District adopted implementing regulations for auxiliary organizations, which require that all auxiliary organizations enter into a written agreement with the District.
- C. The District and the Foundation desire to enter into this Agreement in accordance with the District's implementing regulations.

AGREEMENT

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

ARTICLE I

FOUNDATION PURPOSES AND FUNCTIONS

- Section 1.1. Functions and Purpose of Foundation. The Parties agree and understand that the functions to be undertaken by the Foundation are for the sole purpose of providing activities, which are an integral part of the educational programs of the District. The Parties further agree and understand that the functions undertaken by the Foundation are more effectively and efficiently performed by the Foundation than by the District under usual District procedures, pursuant to Section 59257 (j)(2) of Title 5 of the California Code of Regulations.
- <u>Section 1.2.</u> <u>Statement Regarding Use of Foundation</u>. The administration by the Foundation of the functions and activities described in this Agreement, instead of administration

by and through the District, is deemed to be more effective in accomplishing such functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures.

<u>Section 1.3.</u> <u>Gift Acceptance.</u> The Foundation will provide processes for receiving gifts for the benefit and advancement of Saddleback College (the "College") and be guided by the gift acceptance policy and bylaws (Appendix A) in effect at the time of the gift.

<u>Section 1.4.</u> Covenant to Maintain Existence. During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with Education Code Sections 72670-72680 et seq. and with Sections 59250-59270 et seq. of Title 5 of the California Code of Regulations, as well as District policy and the implementing regulations for auxiliary organizations adopted by the District.

ARTICLE II

ANNUAL AUDITS AND PROFESSIONAL SERVICES

<u>Section 2.1</u>. <u>Attorney and Accountant Services</u>. The Foundation may request legal and financial advice from the District on an as needed basis at no cost to the Foundation, except as specified in Section 3.8.

Section 2.2. Annual Audit. The Board of Directors of the Foundation shall cause an annual fiscal audit of the Foundation to be conducted by an independent certified public accountant, pursuant to Education Code 72672(a). This annual audit may, but need not, be conducted as part of a fiscal audit of the District. Should the Foundation elect to secure fiscal audit services separately from the District, it will be at the expense of the Foundation. Copies of the annual audit report shall be submitted to the Board of Trustees of the District within thirty (30) days after it is received by the Foundation. The Foundation shall annually publish the audited statement of its financial condition on the Foundation website. The statement shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing such copies.

<u>Section 2.3</u>. <u>Annual Budget</u>. The Foundation shall also submit their Foundation approved budget to the District.

Section 2.4. Foundation Records. The Foundation shall keep and maintain the Foundation financial records for a period of not less than five (5) years following each budget period. Such records and reports may be maintained electronically by the District, subject to the terms of Article III of this Agreement. Such records and reports shall cover all activities of the Foundation whether pursuant to this Agreement or otherwise. The District shall have the right to inspect and audit such records and accounts during and/or following the close of any fiscal year following reasonable notification to the Foundation. The District shall also have the right to take custody of all records generated by the Foundation in any way relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement. The rights and obligations provided in this Section shall survive the termination of this Agreement.

<u>Section 2.5.</u> <u>Annual Statement of Benefits</u>. The Foundation shall provide the District with an annual statement including a financial summary and highlights of the Foundation's accomplishments.

ARTICLE III

USE OF DISTRICT FACILITIES AND SERVICES

- Section 3.1. Use of District Facilities. The Foundation, separately or jointly with the District, may occupy, operate and use District facilities and property as identified in Appendix B to this Agreement which may be amended from time to time, to accomplish the purposes of this Agreement. However, the Foundation's operations under any such amendment shall be integrated with District operations and shall be under the general supervision of District officials. Furthermore, it is understood and agreed that District officers, employees and agents shall have the right to enter any such facilities or any part thereof at any time for the purpose of examination or supervision. A description of facilities to be used by the Foundation is set forth in Appendix B to this Agreement. The Foundation's use of District facilities does not establish a landlord/tenant relationship between the District and the Foundation, unless such a relationship is otherwise established by a separate written agreement entered into between the District and the Foundation.
- <u>Section 3.2 Provision of District Services</u> The District may provide printing, duplicating, mailing, postage, and joint publications; marketing and communications assistance; technology assistance; assistance to foundation staff on an as needed basis; visible and accessible office facilities and their maintenance; telephone, internet and related technical support; use of district name and logotype.
- <u>Section 3.3 Charge or Rental</u>. Appendix B shall set forth the charge or rental to be paid to the District by the Foundation if any for the use of such facilities or property. Such charge or rental may be for less than fair rental value to the extent permitted by Section 81440(b) of the Education Code.
- <u>Section 3.4.</u> <u>Use of Facilities</u>. The Foundation shall use the facilities and property of the District pursuant to Appendix B only for those services and functions that are consistent with this Agreement and consistent with the policies, rules and regulations, which have been or may be adopted by the Board of Trustees of the District.
- Section 3.5. District Right to Terminate. The right to use any of the District facilities or property granted in Appendix B shall cease upon written notice by the District that the facilities or property are needed for the exclusive use of the District. A minimum of 180 days' notice must be provided.
- <u>Section 3.6.</u> <u>Maintenance and Operating Expenses</u>. The Foundation agrees that it shall allow the district to keep, repair and maintain all such facilities and property in a clean and orderly condition and allow the District to, at reasonably frequent intervals and in a lawful manner, dispose of all waste from such facilities and property. The Foundation further agrees that it shall keep all such facilities and property in good repair.
- Section 3.7. Third Party Agreements By Foundation. The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the

prior written approval of the District. The Foundation has no authority to bind the District, by contract or otherwise, in any amount.

<u>Section 3.8 Indemnification.</u> The Foundation agrees to indemnify, defend and hold harmless the District, its officers, agents, and employees from any and all loss, damage or liability that may be suffered or incurred by the District, its officers, agents and employees, which is caused by, arising out of or in any way connected with the negligent or intentionally wrongful acts or omissions of the Foundation associated with the Foundation's use of District facilities under this Agreement at the Foundation's own cost.

The District agrees to indemnify, defend and hold harmless the Foundation, its officers, agents, and employees from any and all loss, damage or liability that may be suffered or incurred by the Foundation, its officers, agents and employees, which is caused by, arising out of or in any way connected with the negligent or intentionally wrongful acts or omissions of the District associated with the Foundation's use of District facilities under this Agreement.

Section 3.9. Signs, Fixtures and Equipment. During the term of this Agreement, the Foundation shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the Chancellor of the District, or designee in writing as to number, size and location. Fixtures, signs or equipment so erected, placed or attached by the Foundation shall be and remain the properties of the Foundation and shall be removed therefrom by the Foundation upon the termination of this Agreement or written direction of the Chancellor of the District.

Section 3.10. Restoration. Upon termination of this Agreement, the District shall have the option to require the Foundation, at the Foundation's expense and risk, to restore all such facilities as nearly as possible to the condition existing prior to the execution of this Agreement; provided, however, that if the Foundation shall fail to do so within ninety (90) days after the District exercises such option, the District may restore the property at the expense of the Foundation; and all costs and expenses of such restoration shall be paid by the Foundation upon demand of the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.

<u>Section 3.11</u>. <u>Survival of Rights</u>. The rights and obligations provided in this Article shall survive the termination of this Agreement.

ARTICLE IV

REIMBURSEMENT OF DISTRICT COSTS

Section 4.1. Reimbursement for District Expenditures. Title 5 Section 59257(j)(6) requires the foundation to provide a monetary reimbursement to the District for 50% of the salary and benefit costs of foundation employees. The determination of what constitutes monetary payment will be agreed to by the District/College and the Foundation and documentation supporting those payments will be provided annually for review and approval. The Foundation shall reimburse the District and/or the College for expenditures incurred by the District and/or the College as a result of the Foundation's activities. This reimbursement shall include, but not be limited to; custodial and other District and/or College employee services, utility costs, maintenance costs and supplies. The Foundation's reimbursement of these costs, excepting those for personnel, may be in the form

of non-monetary benefits provided by the Foundation to the District, as authorized by California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998). The District and/or the College shall annually invoice the Foundation for such expenditures, indicating items charged and the method of determining costs. The reimbursement shall be computed on a simple but equitable basis. The Foundation shall provide this reimbursement within thirty (30) days of receipt of the invoice, either by making monetary reimbursement or by providing a statement of the in-kind contribution or benefits provided to the District by the Foundation, as may be agreed upon between the District/College and the Foundation.

In case of payment dispute, the Foundation shall make the District/College aware of said dispute upon submission of payment. If it is later determined that the Foundation's dispute is valid and that the Foundation has overpaid, the District/College shall promptly reimburse the Foundation any excess payment submitted by the Foundation.

Section 4.2. Indirect Costs Relating to Federal Programs. If the Foundation administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by District for the Foundation relating to the federally-sponsored project. Such reimbursement shall take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award. In the event that the District's federal indirect cost rate has not been determined, the District's Vice Chancellor of Business Services shall determine and specify such costs and the amount thereof. All such reimbursements shall be made by the Foundation within thirty (30) days of receipt of an invoice with a determination of such costs.

Section 4.3 Reimbursement for Salaries and Benefits. Title 5 Section 59257(j)(6) requires the foundation to reimburse half of the District salary and benefit contributions. The foundation's reimbursements may be made through monetary and non-monetary reimbursements. Up to 50% of the foundation's reimbursements may be made in the form of non-monetary benefits (e.g., increased community awareness) and such non-monetary benefits shall be assigned a good-faith reimbursement value by the district. The foundation's monetary reimbursements may be made in the form of the foundation paying expenses that would otherwise be paid for by the college. The foundation's monetary reimbursements may include, but are not limited to, expenses of conferences, salaries, equipment (both purchased and donated), supplies and other grants to the College. The Foundation shall submit a Statement of Commensurate Return (Appendix C) annually demonstrating compliance with the monetary reimbursement requirement.

ARTICLE V

DISPOSITION OF FOUNDATION ASSETS

<u>Section 5.1.</u> Approval of Expenditures. The board of directors of the Foundation shall approve or ratify all expenditures and fund appropriations of the Foundation. Appropriations of funds for use by the Foundation shall be approved in accordance with donor intent, Foundation policies and budget and shall be consistent with regulations adopted by the Chancellor of the District.

<u>Section 5.2 Expenditures for Public Relations</u>. With respect to expenditures for public relations or other purposes which would serve to augment District appropriations for the operation

of the District, the Foundation may expend funds in such amount and for such purposes as are approved by the board of directors of the Foundation. Prior to the expenditure of such funds, the board of directors of the Foundation shall file with the Chancellor a statement of the Foundation's policy on accumulation and use of public relations funds. The statement shall include the policy and procedure on solicitation of funds, source of funds, purposes for which the funds will be used, allowable expenditures and procedures of control.

Section 5.3. Disposition of Net Earnings. Net earnings derived from the operations of the Foundation shall be used solely to benefit Saddleback College and its students or used for reserves as established by the board of directors of the Foundation. Notwithstanding the foregoing, in the event that Saddleback College ceases to exist or otherwise ceases to be a part of the South Orange County Community College District, the net earnings from the operations of the Foundation shall thereafter be used solely to benefit the District.

<u>Section 5.4.</u> <u>Disposition of Assets Upon Dissolution</u>. Upon dissolution of the Foundation or the cessation of its operations under this Agreement, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall either be expended for the benefit of the District or automatically revert to the District.

ARTICLE VI

MISCELLANEOUS

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

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

Section 6.3. Termination in Event of Foundation's Loss of Good Standing. If and when the Chancellor or other designee of the District has reason to believe that the Foundation should be removed from the District's list of auxiliary organizations which are in good standing (the "Good Standing List"), that person shall give the Foundation's board of directors reasonable notice that a conference will be held to determine whether grounds for removal of the Foundation from the Good Standing List do in fact exist. Representatives of the Foundation's board of directors shall be entitled to be present at such conference, and shall have a minimum of one month's notice to prepare a response to the issues which have been raised. Based upon such conference, the

Chancellor or designee shall recommend to the District Board of Trustees whether the Foundation should be removed from the Good Standing List, after which the District Board of Trustees, in its sole discretion, may remove the Foundation from said Good Standing List. Notwithstanding the terms of section 6.2, above, this Agreement shall immediately terminate on the Foundation's removal from the Good Standing List.

Section 6.4. Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations occurring prior to the date of such termination; and (2) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement, including but not limited to those set forth in this Section. Upon termination or expiration of this Agreement, the Foundation shall within thirty (30) days of such termination or expiration (1) vacate any District facilities and/or real property the Foundation is occupying; (2) return all District equipment and supplies to the District; (3) transfer all documents and records in its possession relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement to the District; and (4) perform all other obligations required of the Foundation under the terms of this Agreement.

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

Section 6.6 <u>Insurance</u>. For its day-to-day activities, the Foundation shall be included within the District's insurance policies. When special events are sponsored by the Foundation, special insurance coverage may be required by the District and paid by the Foundation.

<u>Section 6.7 Notices</u>. Any notice, request, information or other document to be given hereunder to any party by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to District:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

28000 Marguerite Parkway Mission Viejo, California 92692

Attn: Chancellor

With a copy to:

South Orange County Community

College District

28000 Marguerite Parkway Mission Viejo, California, 92692

Attn: Vice Chancellor Business Services

If to Foundation:

SADDLEBACK COLLEGE

FOUNDATION

28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Executive Director

With a copy to:

Saddleback College

28000 Marguerite Parkway Mission Viejo, CA 92692

Attn: Saddleback College President

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

- <u>Section 6.8</u>. <u>Headings</u>. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.
- <u>Section 6.9.</u> <u>No Waiver</u>. A party's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, shall not constitute a waiver of the breach or the remedy.
- <u>Section 6.10</u>. <u>Governing Law</u>. The agreement shall be governed by and construed according to the laws of the State of California.
- <u>Section 6.11.</u> <u>Prior Agreements</u>. This Agreement replaces and supersedes all prior agreements between the District and the Foundation.
- <u>Section 6.12</u> <u>Amendment.</u> This agreement may be amended only by written agreement signed by the parties.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE FOUNDATION

By:Chancellor	By:Executive Director
By:Vice Chancellor, Business Services	By:President, Saddleback College
	By: Board President, Saddleback College Foundation

APPENDIX A

See Attached Bylaws.

AMENDED AND RESTATED BYLAWS OF THE SADDLEBACK COLLEGE FOUNDATION

ARTICLE I

Name

The name of this nonprofit corporation is the SADDLEBACK COLLEGE FOUNDATION, hereinafter referred to as the "Foundation".

It exists as an auxiliary organization of the South Orange County Community College District. It shall comply and conform to all policies of the South Orange County Community College District and the purposes and limitations set forth in the Articles of Incorporation.

ARTICLE II

Purposes and Limitations

- Section 1. Purpose and Powers. The Foundation shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation, The primary focus of the organization is to raise charitable funds in support of the academic and institutional excellence of the Saddleback College.
- Section 2. Primary Purpose and Goals.
 - (a) Key purposes include but are not limited to the following: generating and receiving community charitable contributions, providing grants and scholarships to educational and community programs of the Saddleback College, and promoting broad community recognition and support.
 - (b) The Saddleback College Foundation general goals are to:
 - 1. Raise funds and friends in support of the students of Saddleback College.
 - 2. Participate in the organization and definition of fund raising activities and development of resources to benefit Saddleback College, including capital improvements.
 - 3. Receive gifts, bequests, and donations to distribute or invest such funds for the benefit and advancement of Saddleback College.
 - 4. Solicit and provide scholarships for students.
 - 5. Conduct periodic fundraising campaigns.

- 6. Assist in building and maintaining a positive image of Saddleback College in the course of pursuing the primary purposes.
- 7. Serve as "ambassador of goodwill" for Saddleback College in the course of pursuing the primary purposes.
- 8. Sponsor activities, which allow for special recognition of community members, philanthropic support of students, faculty, staff and alumni.

Section 3. Limitations.

- (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law.
- (b) No substantial part of the activities of this corporation shall consist of lobbying or propaganda or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and the corporation shall not participate or intervene (including publishing or distributing statements) in any political campaign on behalf of or in opposition to any candidate for public office except as provided in such Section 501(h).
- (c) The property of this corporation is irrevocably dedicated to the purposes set forth above. No part of the earnings of this corporation shall ever inure to the benefit of any directors or officers of this corporation or to the benefit of any private person.
- (d) Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public and/or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code and under Section 23701d of the California Revenue and Taxation Code or the corresponding section of any future federal or California revenue law.

ARTICLE III

Powers

The Foundation shall have such powers as are now or may hereafter be granted by the laws governing auxiliary organizations of the California community colleges and by the nonprofit corporation Law of the state of California, except as limited by the provisions of its Articles of incorporation or these Bylaws.

ARTICLE IV

Offices

The Foundation shall have and continuously maintain on the campus of Saddleback College, a principal office for the transaction of the Foundation's business.

ARTICLE V

Organizational Structure

Section 1. Membership. No regular Members. In accordance with section 5310 of the California Nonprofit Public Benefit corporation law, the Foundation shall have no members within the meaning of section 5056 of the law. All actions which would otherwise require approval by a majority of all members or approval by members shall require only approval of the Board of Directors. All rights which would otherwise vest in members shall vest in the Directors which shall be constituted as described in this Article V, Section 3 Board of Directors, paragraph (e) Composition of the Board.

Section 2. Persons Associated with the Foundation. By resolution, the Board of Directors may create any advisory boards, councils, honorary membership or other bodies as it deems appropriate. The Board of Directors may also, by resolution, confer upon any such class or classes of such persons such rights as the Board finds appropriate and as are consistent with California law and these bylaws.

Section 3 Board of Directors

(a) Definition of Terms. For the purpose of these bylaws, "Board" refers to the Board of Directors of the Foundation, unless otherwise indicated; "Directors" refer to the members of the Foundation Board; "District" refers to the South Orange County Community College District; "college" refers to Saddleback College; "Board of Trustees" refers to the Board of Trustees of the South Orange County Community College District; "Trustee or Trustees" refers to a member or members of the District

CHAPTER 3 - Members

ARTICLE 1 - Issuance of Memberships

Section 5310 Universal Citation: CA Corp Code § 5310 (through 2013 Leg Sess)

(Amended by Stats. 1984, Ch. 812, Sec. 1.7.)

¹ TITLE 1 - CORPORATIONS [100 - 14631] DIVISION 2 – NONPROFIT CORPORATION LAW PART 2 - NONPROFIT PUBLIC BENEFIT CORPORATIONS

⁽a) A corporation may admit persons to membership, as provided in its articles or bylaws, or may provide in its articles or bylaws that it shall have no members. In the absence of any provision in its articles or bylaws providing for members, a corporation shall have no members.

⁽b) In the case of a corporation which has no members, any action for which there is no specific provision of this part applicable to a corporation which has no members and which would otherwise require approval by a majority of all members (Section 5033) or approval by the members (Section 5034) shall require only approval of the board, any provision of this part or the articles or bylaws to the contrary notwithstanding.

⁽c) Reference in this part to a corporation which has no members includes a corporation in which the directors are the only members.

- Board of Trustees. "Chairperson" refers to the Chairperson of the Board of the Foundation.
- (b) General Powers. All the business and affairs of the Foundation shall be managed and controlled by the Board of Directors.
- (c) Number and Tenure. The Foundation shall have a Board of Directors of not less than fifteen (15) or more than forty- five (45), with the exact number to be determined by resolution of the Board. Each Director shall hold office for three (3) years, with the limitation of three (3) consecutive three-year terms. No Director, other than an ex officio Director or presently serving as an officer, who has served three (3) consecutive three-year terms is eligible for a fourth term unless a period of one (1) year has elapsed since he or she last served as Director.
- (d) Officers. The Directors shall elect four Board members to the following offices: President/Chairperson, Vice Chair, Treasurer, and Secretary. No Director may hold two offices simultaneously.
- (e) Composition of the Board. The following persons shall be voting Directors of the Foundation: the President of the College. The Board of Trustees will select a Trustee to represent the Board of Trustees. The President of Saddleback College may appoint a representative from each of the following as members of the Board: (1) College student body, (2) College administration (3) College faculty and (4) College classified staff. All other Directors shall be elected by the existing members of the Board from a pool of potential Directors who are (1) nominated by the Board Development Committee and (2) whose nomination is approved by the President of the College. The elected Directors shall begin upon approval by the Board, the calculation of their term of office shall be based on the Board's next annual meeting.
- (f) All members of the Board of Directors are voting members. The Foundation Board of Directors may appoint advisors to the Board of Directors under the following categories:
 - (i) Honorary: the Foundation Board may elect persons as honorary advisors who, because of their position or prestige, may reflect honor upon the Foundation and Saddleback College.
 - (ii) Emeritus: The Foundation may elect persons who have served with distinction as advisors to the Board of Directors
 - (iii) Foundation Executive Director: The Foundation Executive Director shall serve as the chief professional officer of the Board of Directors.
- (g) Attendance. Directors shall be expected to attend all Board meetings. After three (3) consecutive unexcused absences, the Secretary shall notify the Executive Committee of excessive absences. The Executive Committee shall recommend appropriate action on a

- case-by-case basis, which action shall be taken by the Board in its discretion, under terms consistent with these bylaws.
- (h) Voting. Each member of the Board of Directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this Foundation.
- (i) Resignation. Any appointed Director may resign from the Board at any time by giving written notice to the Chairman of the Board or the Secretary of the Foundation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- (j) Removal of Directors. A director may be removed from office without cause by a majority vote of the total number of voting directors then in office.
- (k) Restriction on Interested Persons as Directors. Notwithstanding any other provision of this Article V, no more than forty-nine percent (49%) of the persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.
- (l) Vacancies. Any vacancy occurring on the Board of Directors due to the removal, resignation or death of a Director other than an ex-officio Director or a Director appointed by the President of the College as provided for in section 3(e) of this Article shall be filled by the majority vote of the remaining voting members of the Board of Directors, for the unexpired portion of the term. A vacancy occurring due to the removal, resignation or death of any other Director shall be filled in the same manner as the former occupant of the position was selected.
- (m) Compensation of Directors. No Director shall receive any salary or other similar compensation for any services as a Director; however, the Board of Directors may authorize in advance the reimbursement of actual and necessary expenses incurred by the individual Directors performing duties as Directors. Such authorization shall be made in advance of any such expenses being incurred.
- (n) Inspection by Directors. Each Director shall have the right at reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Foundation for a purpose reasonably related to such person's interest as a Director, provided that such a Director shall not have the right to inspect those books, records or documents made privileged or confidential by the law. This inspection must be made by the Director in person, provided that the Director may be accompanied by an agent or attorney, and the right of inspection included the right to copy and make extracts of

- documents. Nothing in this section shall affect the right of the Board of Directors to conduct the business of the Foundation as set forth in these Bylaws.
- (o) Delegation. Pursuant to Section 5210 of the California Corporations Code, the Board of Directors may delegate the management of the activities of the Foundation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Foundation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.
- (p) Conflict of Interest. No member of the Board of Directors shall be financially interested in any contract or other transaction entered into by the Board of Directors that is not in accordance with the conflict of interest provision set forth in Education Code Sections 72670-72682 and other applicable laws including but not limited to the political reform act and government code section 1090. The following relationships are specifically deemed not permissible:
 - (1) Any contract, other than an employment contract, directly between the Foundation and a Director.
 - (2) Any contract between the Foundation and a partnership or unincorporated association in which a Director is a partner, or owner, or holder, directly or indirectly, or a proprietor-ship interest.
 - (3) Any contract between the Foundation and a for-profit corporation in which a Director is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock.
 - (4) Any contract in which a Director is interested, and without first disclosing such interest to the Board of Directors at a public meeting, influences or attempts to influence one or more Directors to enter into the contract.

There are other relationships, including the following that are permissible:

- (1) Contracts between the Foundation and a for-profit corporation in which a Director is the owner or holder, directly or indirectly, of less than 5 percent of the outstanding common stock.
- (2) Contracts between the Foundation and a for-profit corporation on whose Board of Directors a Director serves and such Director is the owner or holder, directly or indirectly, of less than 5 percent of the outstanding stock.
- (3) Contracts between the Foundation and a nonprofit corporation on whose Board of Directors a Director serves.

Section 4. Foundation Executive Director. The Foundation Executive Director is the Chief Professional Officer of the Foundation and serves at the pleasure of the South Orange County

Community College District and the office of the President of Saddleback College. He/she is responsible for the general operations of the Foundation, is a non-voting advisor to the Board and is a non-voting member of all advisory committees.

ARTICLE VI

Meetings of the Board of Directors

- **Section 1. Place of Meeting.** Regular meetings of the Board of Directors shall be held at any place within the South Orange County Community College District. In the absence of such designation, meetings shall be held at the principal office of the Foundation.
- **Section 2.** Annual Meeting. An annual meeting of the Board of Directors shall be held once each year prior to the regular meeting of the Board of Directors. Such meeting shall be for the purpose of appointing Directors and electing Officers, other than ex-officio Officers, of the Foundation and for the transaction of such other business as may come before the meeting.
- **Section 3. Regular Meeting.** Regular meetings of the Board of Directors shall be held upon notice in accordance with Section 5 of this Article VI. The Board of Directors shall hold at least five business meetings per year.
- **Section 4. Special Meetings.** Special meetings of Directors may be called by, or at the direction of, the Board Chair or by a majority of the voting Directors then in office, to be held on such date and at such time and place as shall be designated in the notice of meeting and in compliance with government code section 54950, the "Brown Act." The call shall specify the time and place of the meeting and the business to be transacted. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when the facsimile or electronic mail is transmitted.

Section 5. Notice of Meeting.

- (a) Notice of the date, time, and place of any meetings of the Board of Directors other than special meetings shall be given by written notice delivered personally or sent by mail or e-mail or facsimile to each Director at his or her address, as shown on the records of the corporation. If mailed, such notice shall be deposited in the United States mail at least four (4) days before the date set for the meeting, in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail or facsimile, such notice shall be sent at least seventy two (72) hours before the time set of the meeting. The business to be transacted at any special meeting of the Board shall be specified in the notice. If and when California Government Code Sections 54950 et. Seq. (the "Brown Act) shall apply to any meeting held by the Foundation, the Foundation shall comply with the requirements of the Brown Act.
- (b) The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

- Section 6. Open Meetings. All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, in conformity with the California statutes governing the Foundation, commencing with Section 54950 et. seq. of the government Code. However, the Board may hold closed session during any meeting to consider those matters that may lawfully be considered in such sessions.
- Section 7. Quorum and Manner of Acting. A majority of the number of voting Directors authorized by resolution of the Board in accordance with these bylaws shall constitute a quorum of the Board of Directors for the transaction of business, except to adjourn as provided in Section 8 of this Article VII. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a Director, if any action taken is approved by at least a majority of the required quorum for that meeting.
- **Section 8.** Adjourned Meetings. A quorum of the Directors, or in the absence of a quorum, a majority of the Directors present at any Directors meeting, may adjourn the meeting to meet again at a stated date, time and place. Notice of the date, time, place and business to be transacted at such meeting shall be given to any Directors who were not present at the time of the adjournment.
- **Section 9 Minutes of Meetings and Conduct.** Regular minutes of the proceedings of the Board of Directors shall be archived. The Board of Directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these Bylaws, the Articles of Incorporation of the Foundation, or with the law.

ARTICLE VII

Officers

- **Section 1. Officers.** The Officers of the Foundation shall be a President/Chairperson, Vice Chair, a Secretary, a Treasurer, and the immediate Past Chairperson. The Foundation, at the discretion of the Board of Directors, may have additional Officers. All Officers shall be voting Directors.
- Section 2. Election and Term of Office. Initially, the Officers of the Foundation, other than those serving ex-officio, if any, shall be nominated by the Board Development Committee and shall be elected by the Board of Directors from those nominees. The Board Development Committee, which is composed of at least three (3) members of the Board of Directors, shall be appointed no later than November of each year in order to present the slate of Officer Nominees for review by the Executive Committee in March and the Board of Directors for review and vote in April. All elected Officers begin their official terms at the annual meeting each June. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may conveniently be scheduled. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Except as provided in the case of Officers appointed under Section 4 of this Article VII herein, each officer shall hold office for a term of one (1) year and until his or her successor shall have been elected, unless he or she shall sooner resign, be removed, or become ineligible to continue to serve in such

capacity. Elected Officers may serve as many successive one (1) year terms as the Board of Directors deems appropriate.

- **Section 3. Removal and Resignation.** Any Officer may be removed from office by a majority of the total number of voting Directors whenever, in their judgment, the best interests of the Foundation would be served thereby. Any elected Officer may resign from office at any time by giving written notice to the Board Chair or the Secretary of the Foundation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation without prejudice to the rights, if any, of the Foundation under any contract to which the Officer is a party.
- **Section 4. Vacancies.** A vacancy in any office, other than one occupied ex-officio, may be filled by the Board of Directors for the unexpired portion of the term.
- Section 5. President/Chairperson. The President/Chairperson shall have such powers and duties as the Board of Directors may prescribe from time to time. Prior to serving as the Chair, the Chairperson shall have served at least one term as an officer and as a member of the Executive Committee. The Executive Committee will appoint the Chairpersons of the standing committees and serve as an ex-officio member of all standing committees of the Board. The Chair shall be responsible for the general oversight and direction. The Chairperson shall preside as Board Chair at all meetings of the members of the Board of Directors and the Executive Committee.
- **Section 6. Vice Chair.** In the absence or disability of the Chairperson, the Vice Chair may perform all the duties of the Chairperson. When so acting, the Vice Chair may have all the powers and duties of the Chairperson. The Vice Chair may also have such other duties as from time to time may be assigned to her or him by the Chair or the Board of Directors. The 1st Vice Chair shall become Chair when the Chairperson's term expires or he/she leaves office.
- Section 7. Secretary. The Secretary shall keep or cause to be kept, with the assistance of staff, a book of minutes at the principal office or at such other place as the Board of Directors may order of all meetings of the Directors, with the date, time and place of holding, whether regular or special, and if special, how the authorized notice thereof was given, the notice thereof given, and the names of those present at Directors meetings. The Secretary, with the assistance of staff, shall give or cause to be given notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given. In the case of the Secretary's absence, notice may then be given by the Board Chairperson or the Vice Chair. The Secretary shall oversee all books, correspondence, and papers relating to the business of the Foundation, except those of the Treasurer, and shall join with the Board Chair in the execution on behalf of the Foundation of all contracts, deeds, conveyances and other instruments in writing where authorized by the Board of Directors for the necessary transaction of the business of the Foundation and shall attest the same.
- Section 8. Treasurer/Chief Financial Officer. The Treasurer serves on the Finance and Investment Committee. The Treasurer shall report to the Board and the Executive Committee, on the availability and disposition of funds, and on contributions, investments, and expenditures during the reporting period based upon information provided by the Vice Chancellor of Business Services and the Foundation Executive Director. The Treasurer shall ensure full and accurate account of all receipts and disbursements of this organization-which shall be open at all times to the inspection of the Treasurer and the Board of Directors, shall cause to be deposited monies payable to the corporation from any

source whatsoever into such funds in the name of the corporation in such banks or other depositories as shall be selected, and shall make reports of the same to the Board of Directors as it may request. The Treasurer shall have, with the assistance of the Foundation Executive Director and Chancellor of the District or his designee, oversight of all funds of this organization in accordance with written financial policies and procedures and shall cause to be kept the financial records of the funds and assets of the corporation.

ARTICLE VIII

Indemnification of Directors, Officers, and other Agents

- Section 1. Right of Indemnity. To the fullest extent permitted by law, the Foundation shall defend and hold harmless its Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any proceeding, as that term is used in that Section, and including an action by or in the right of the Foundation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Bylaw, shall have the same meaning as in Section 5238(a) of the California Corporations Code.
- Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporation code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.
- **Section 3. Insurance.** The Foundation shall purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's, Director's employee's or agent's status as such.

ARTICLE IX

Committees

Section 1. Committees. All committees of the Board of Directors ("Board Committees") shall have members which consist solely of two or more Board members. In addition to Board Committees, the Foundation shall also have Advisory Committees, each consisting of two or more Directors or non-Directors. The Board Committees and Advisory Committees shall be standing or special. All members of committees other than ex officio members of such committees and other than members of the Executive Committee shall be appointed annually by the Board Chair, and shall serve at the pleasure of the Board of Directors. Standing committees shall be an Executive Committee, Board Development Committee, Event Committee, Finance and Investment Committee, and such other standing committees as the Board of Directors may authorize. Of these committees, the Executive Committee, the Finance and Investment Committee, and the Board Development Committee shall be Board Committees and all other committees listed above shall be Advisory Committees. Advisory

committees shall be open to community members, subject to Chair approval. The Executive Director of the Foundation will be an *ex officio* member of all Advisory Committees and the President of the Foundation shall be an ex officio member of all Board and Advisory Committees. The Board may delegate to Board Committees any of the authority of the Board except with respect to:

- (a) The filling of vacancies on the Board or on any committee;
- (b) The amendment or repeal of Bylaws or the adoption of any new Bylaws;
- (c) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) The appointment of other committees of the Board or members thereof;
- (e) The approval of any self-dealing transaction, as such transaction are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law; or
- (f) Any other act which, under California law, the Foundation's Articles or these Bylaws, cannot be delegated to a committee.

Any such Board or Advisory Committee must be created, by resolution adopted by a majority of the Directors then in office, provided a quorum is present. The Chairperson/President of the Foundation shall appoint the Chairs of all Advisory Committees from among the members thereof and in accordance with these Bylaws. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee.

Standing committees shall include:

- (a) Executive Committee. The Executive Committee shall have a minimum of three (3) voting Directors as members. It shall be the duty of this Committee to review the nominees for future Directors submitted by the Board Development Committee and to submit such Nominees to the President of the college for approval. The Executive Committee shall have the power to transact regular business of the Foundation Board, other than as prohibited under California law and by these Bylaws. The Executive committee shall review reports provided by the Treasurer of the Foundation and the Finance and Investment Committee.
- (b) Board Development Committee. There shall be a minimum of three (3) voting Directors, appointed by the Board, to serve on the Board Development Committee each year. It shall be the duty of this Committee to submit names, whenever a vacancy occurs, of candidates to be nominated as voting members of the Board of Directors. It is also this committee's duty to submit nominations annually for the election of officers to the Board of Directors and to ensure the election of Officers is conducted prior to the

- annual meeting each June. This committee is also responsible for new board member orientation.
- (c) Finance and Investment Committee. The Finance and Investment Committee shall consist of a minimum of three (3) members, one of whom shall be the Treasurer of the Saddleback College Foundation. This Committee shall ensure that written financial policy and procedures are created and revised as necessary, subject to Board Approval, to ensure full and accurate accounting practices are followed. This committee will recommend investment strategies, monitor and report investment income to the Board, assist the Foundation Treasurer and the Executive Director in the development of the annual operational budget recommendation and presentation to the Executive Committee and the Board of Directors for approval, and coordinate as necessary with the planned gifts and Endowments Committee.
- (d) Special Committees. The Chair may appoint special Committees with the approval of the board of Directors for such tasks as circumstances warrant. Such special committees shall limit their activities to the accomplishment of the task for which they are created an appointed, and shall have no power to act except as specifically conferred by action of the Board of Directors. Upon completion of the task for which appointed such special committees stand discharged.
- Section 2. Additional Adjunct Boards. The Board may appoint one or more additional Adjunct boards, each consisting of two (2) or more voting Directors or non-Directors. Such Adjunct Boards shall have their membership and function defined by a Resolution of the Board. The President of the College shall appoint the Chairs of all Adjunct Boards. Adjunct Boards shall make recommendation to the Board of Directors though the President of the College; but shall not have the authority of the Board with regard to any matters they may consider. Minutes shall be kept of each meeting of each Adjunct Board.

ARTICLE X

Contracts, Loans, Checks, Deposits, and Gifts

- **Section 1. Contracts.** Subject to any limitation contained in the Master Agreement entered into between District and Foundation, the Board of Directors may authorize any officer or agent of the Foundation, in addition to the Officers so authorized by these Bylaws, to enter in writing into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances.
- **Section 2.** Loans. The Board of Directors shall not make any loan of money or property to or guarantee the obligation of any Director.
- *Section 3. Borrowing.* No loan shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.
- **Section 4. Checks, Drafts, Etc.** All checks, drafts, or orders for the payment of money shall be signed by the Saddleback College Foundation Executive Director or authorized designee.

- **Section 5. Deposits.** All funds of the Foundation shall be promptly deposited to the credit of the Foundation in such banks, trust companies, or other depositories as selected by the Vice Chancellor of Business Services of the South Orange County Community College District and the Board of Directors.
- Section 6. Gifts, Donations, Bequests, Devises and Trusts. The Board of Directors may at their discretion accept on behalf of the Foundation any contribution, gift, bequest, or devise for the general purposed or for any specific purpose of the Foundation.
- **Section 7. Specially Funded Grants.** Any specially funded grants for research and other projects shall be accepted by the Board of Directors in accordance with policies and procedures established by the Board of Trustees.

ARTICLE XI

Miscellaneous

- **Section 1. Fiscal Year.** The fiscal year of the Foundation shall begin on the first day of July and end on the last day of June in each year.
- **Section 2. Rules.** The Board of Directors may adopt, amend, or repeal rules not inconsistent with these Bylaws for the management of the internal affairs of the Foundation and the governance of its Officers, agents, committees, and employees.
- **Section 3. Books and Records.** The Foundation shall keep correct and complete books and records of account and shall also keep records and minutes of the proceedings of the Board of Directors and committees. Copies of the minutes of the Board of Directors and of the committees shall be regularly distributed to each member of the Board of Directors.
- **Section 4. Waiver of Notice.** Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the State of California, or under the provisions of the Articles of Incorporation of the Foundation, or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time stated herein, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.
- **Section 5. Attorney and Accountant Services.** The Board of Directors shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in the State and at least one licensed Certified Public Accountant. Neither the attorney at law nor the certified public accountant shall be member of the Board of Directors.
- Section 6. Submission of Annual Program and Budget. The Board of Directors shall submit its program and preliminary budget for the next fiscal year in June of each year and a final annual budget in September of each year to the President of the College for his or her approval. Should the President of the College determine that any program or appropriation planned by the Foundation is not consistent with the policies of the College or the District, the program or appropriation shall not be implemented. Further, should a program or appropriation which had received approval, upon review, be determined by the Board of Trustees to be operating outside of the scope of the policies of the College or the

District, then that program or appropriation shall be discontinued by direction of the President of the College until further review is accomplished and an appropriate adjustment is made.

ARTICLE XII

Annual Report to the South Orange County Community College District

The Board of Directors shall annually furnish to the Board of Trustees of the South Orange County Community College District, a report of this organization's activities and fundraising results during the preceding fiscal year, containing information which will assist the District Trustees in ensuring that this organization's financial affairs are conducted in accordance with district Auxiliary Organization Regulation and state law. This report shall be prepared by the Foundation Executive Director, reviewed by the Executive Committee and approved by the Foundation Board of Directors.

ARTICLE XIII

Amendment to Bylaws

These Bylaws may be amended at any regular meeting of the Board of Directors, or at any special meeting called solely for that purpose, only by the vote of a majority of the total number of voting Directors on the Board of Directors, subject to the written approval of the President of the College, providing that the amendment has been submitted in writing at the previous regular meeting, or submitted in writing to the Directors at least thirty (30) days prior to the next regular meeting of the Board of Directors. Amendments are further subject to the approval of the Board of Trustees of the South Orange County Community College District.

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Saddleback College Foundation, a California nonprofit public benefit corporation, does hereby certify that the foregoing Bylaws consisting of 14 pages constitute a true and correct copy of the Bylaws of said organization on the date hereof, which were duly adopted by the Board of Directors of said corporation at a meeting of said Board held on November 29. 2018.

IN WITNESS WHEREOF, the undersigned, Secretary of said corporation, has signed this Certificate this 12 nt day of Charles 2018.

APPENDIX B

DISTRICT FACILITIES USED BY FOUNDATION

1. Saddleback College: Building AGB – Rooms 131, 127, 128 and 128A

The District will donate the use of the above facilities to the Foundation pursuant to Education Code section 81440(a).

APPENDIX C

SCHEDULE OF COMMENSURATE RETURN TEMPLATE

20XX/XX Benefits to the Foundation and the District

District contribution to the Foundation

 Salaries
 \$XXX,XXX

 Benefits
 \$XXX,XXX

 Total
 (A) \$XXX,XXX

Monetary reimbursement required per Title 5 (50% of (A) Above)

Cash payments for salaries/benefits

Foundation payments to/on behalf of Depts and Co-Curricular Programs

Other services provided to the College/District

Total remaining monetary reimbursement required, if any

(If this total is negative, the standard has been met)

\$XXX,XXX (XXX,XXXX)

(E) (XXX,XXX)

*\$\frac{\\$XXX,XXX}{\\$XXX,XXX}}

*\$\frac{\\$XXX,XXX}{\\$XXX,XXX}}

Non-monetary reimbursement required per Title 5 (50% of (A) Above)

Other Added Benefits from Foundation efforts

(D) (XXX,XXX)

Total remaining non-monetary reimbursement required if any

Total remaining non-monetary reimbursement required, if any (If this total is negative, the standard has been met)

***\$XXX,XXX**

Foundation Payments to/on behalf of Departments and Co-Curricular Programs (Monetary)

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Total Foundation Payments to/on behalf of Departments and
Co-Curricular Programs (Monetary)

(B) \$\frac{\\$XXX,XXX}{\}}{\}

South Orange County Community College District And Saddleback College Foundation Appendix C

(D) <u>\$XXX,XXX</u>

Other Services Provided to the College/District (Monetary) In-Kind contributions	\$XXX,XXX
Every year a number of in-kind contributions are donated to a variety of programs across campus. This year's in-kind donations include, but are n limited to	,
Event Name Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.	\$XXX,XXX
Event Name Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.	\$XXX,XXX
Event Name Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.	\$XXX,XXX
Total Other Services Provided To the College/District (Monetary) (C)	<u>\$XXX,XXX</u>
Other Added Benefits to the District from Foundation Efforts (Non-mone Scholarships A large percentage of the temporarily restricted funds raised are used to of scholarships to students, which have an indirect impact on the College con	\$XXX,XXX ffer
Other Description of any other non-monetary benefits provided to the College community.	\$XXX,XXX
Total Other Added Benefits to the District from Foundation Efforts	

(Non-monetary)

^{*} Excess amounts contributed in any fiscal year cannot be rolled forward or backward to other fiscal years to offset amounts owed

MASTER AGREEMENT

BY AND BETWEEN

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AND

FOUNDATION FOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS MASTER AGREEMENT is approved and entered into as of this 29th day of October, 2019, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under the constitution and laws of the State of California (the 'District''), and the FOUNDATION FOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Foundation") as an auxiliary organization of South Orange County Community College District.

RECITALS

- A. The District and the Foundation desire to establish the Foundation as an auxiliary organization of the District pursuant to Education Code Sections 72670-72680 et seq. and Sections 59250-59270 et seq. of Title 5 of the California Code of Regulations.
- B. As required by Education Code Section 72670 et seq., the Board of Trustees of the District adopted implementing regulations for auxiliary organizations which require that all auxiliary organizations enter into a written agreement with the District.
- C. The District and the Foundation desire to enter into this Agreement in accordance with the District's implementing regulations.

AGREEMENT

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

ARTICLE I

FOUNDATION PURPOSES AND FUNCTIONS

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

- Section 1.2. <u>Foundation Functions</u>. The Foundation will be providing services and performing the function of receiving gifts, bequests and donations for the benefit and advancement of the South Orange County Community College District (the "District"), funding scholarships for current and prospective students at the District and providing public relations programs as described in the Bylaws of the Foundation (the "Bylaws"), which are attached to the Agreement as Appendix A and incorporated by this reference. Other services, programs, functions or activities may be provided if first approved by the Board of Governors of the California Community Colleges and the Board of Trustees of the District.
- Section 1.3. <u>Covenant to Maintain Existence</u>. During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with Education Code Sections 72670-72680 et seq. and with Sections 59250-59270 et seq. of Title 5 of the California Code of Regulations, as well as District policy and the implementing regulations for auxiliary organizations adopted by the District.

ARTICLEII

ANNUAL AUDITS AND PROFESSIONAL SERVICES

- Section 2.1. <u>Attorney and Accountant Services</u>. The board of directors of the Foundation shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California and at least one licensed certified public accountant. Neither the attorney at law nor the certified public accountant need be members of the board of directors of the Foundation. The Foundation may request legal and financial advice from the District on an as needed basis at no cost to the Foundation, except as specified in Section 3.8.
- Section 2.2. <u>Annual Audit, Review or Compilation</u>. The board of directors of the Foundation shall cause an annual fiscal audit, review or compilation, of the Foundation, as determined by the officers of the corporation, to be conducted by an independent certified public accountant. This annual audit, review or compilation may be conducted as part of a fiscal audit of the District. Copies of the annual audit, review or compilation report shall be submitted to the Board of Trustees of the District within thirty (30) days after it is received by the Foundation. The Foundation shall annually publish the audited, reviewed or compiled statement of its financial condition. The statement shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing such copies.
- Section 2.3. <u>Annual Budget</u>. The Foundation shall also prepare for the District an annual budget of its revenues and expenses.
- Section 2.4. <u>Foundation Records</u>. The Foundation shall keep and maintain records and accounts of its operations, financial status and program expenditures for a period of not less than five (5) years following each budget period. Such records and reports may be maintained in the District office, subject to the terms of Article III of this Agreement. Such records and reports shall cover all activities of the Foundation whether pursuant to this Agreement or otherwise. The District shall have the right to inspect and audit such records and accounts

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

Section 2.5. <u>Annual Statement of Benefits</u>. The Foundation shall provide the District with an annual statement describing the benefits and services of the Foundation to the District.

ARTICLE III

USE OF DISTRICT FACILITIES

- Section 3.1. <u>Use of District Facilities</u>. The Foundation, separately or jointly with the District, may occupy, operate and use District facilities and property as identified in Appendix B to this Agreement which may be amended from time to time, to accomplish the purposes of this Agreement. However, the Foundation's operations under any such amendment shall be integrated with District operations and shall be under the general supervision of District officials. Furthermore, it is understood and agreed that District officers, employees and agents shall have the right to enter any such facilities or any part thereof at any time for the purpose of examination or supervision. A description of facilities to be used by the Foundation is set forth in Appendix B to this Agreement. The Foundation's use of District facilities does not establish a landlord/tenant relationship between the District and the Foundation, unless such a relationship is otherwise established by a separate written agreement entered into between the District and the Foundation.
- Section 3.2. <u>Provision of District Services.</u> The District may provide printing, duplicating, mailing, postage, and joint publications; marketing and communications assistance; technology assistance; assistance to foundation staff on an as needed basis; visible and accessible office facilities and their maintenance; telephone, internet and related technical support; use of district name and logotype.
- Section 3.3. <u>Charge or Rental</u>. Appendix B shall set forth the charge or rental to be paid to the District by the Foundation for the use of such facilities or property. Such charge or rental may be for less than fair rental value to the extent permitted by Section 81440(b) of the Education Code.
- Section 3.4. <u>Use of Facilities</u>. The Foundation shall use the facilities and property of the District pursuant to Appendix B only for those services and functions that are consistent with this Agreement and consistent with the policies, rules and regulations which have been or may be adopted by the Board of Trustees of the District.
- Section 3.5. <u>District Right to Terminate</u>. The right to use any of the District facilities or property granted in Appendix B shall cease upon written notice by the District that the

facilities or property are needed for the exclusive use of the District. A minimum of 180 days' notice must be provided.

- Section 3.6. <u>Maintenance and Operating Expenses</u>. The Foundation agrees that it shall keep and maintain all such facilities and property in a clean and orderly condition and shall, at its own expense, at reasonably frequent intervals and in a lawful manner, dispose of all waste from such facilities and property. The Foundation further agrees that it shall keep all such facilities and property in good repair.
- Section 3.7. <u>Third Party Agreements by Foundation</u>. The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District. The Foundation has no authority to bind the District, by contract or otherwise, in any amount.
- Section 3.8. <u>Indemnification</u>. The Foundation agrees to indemnify, defend and hold harmless the District, its officers, agents, and employees from /any and all loss, damage or liability that may be suffered or incurred by the District, its offers agents and employees, which is caused by, arising out of or in any way connected with the negligent or intentionally wrongful acts or omissions of the Foundation associated with the Foundation's use of District facilities under this Agreement at the Foundation's own cost.

The District agrees to indemnify, defend and hold harmless the Foundation, its officers, agents, and employees from any and all loss, damage or liability that may be suffered or incurred by the Foundation, its officers, agents and employees, which is caused by, arising out of or in any way connected with the negligent or intentionally wrongful acts or omissions of the District associated with the Foundation's use of District facilities under this Agreement

- Section 3.9. <u>Signs, Fixtures and Equipment</u>. During the term of this Agreement, the Foundation shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the Chancellor of the District in writing as to number, size and location. Fixtures, signs or equipment so erected, placed or attached by the Foundation shall be and remain the properties of the Foundation and shall be removed therefrom by the Foundation upon the termination of this Agreement or written direction of the Chancellor of the District.
- Section 3.10. Restoration. Upon termination of this Agreement, the District shall have the option to require the Foundation, at the Foundation's expense and risk, to restore all such facilities as nearly as possible to the condition existing prior to the execution of this Agreement; provided, however, that if the Foundation shall fail to do so within ninety (90) days after the District exercises such option, the District may restore the property at the expense of the Foundation; and all costs and expenses of such restoration shall be paid by the Foundation upon demand of the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.
- Section 3.11. <u>Survival of Rights</u>. The rights and obligations provided in this Article shall survive the termination of this Agreement.

ARTICLEIV

REIMBURSEMENT OF DISTRICT COSTS

Section 4.1. Reimbursement for District Expenditures. The Foundation may be required to reimburse the District and/or the College for expenditures incurred by the District and/or the College as a result of the Foundation's activities at the District's request. This reimbursement shall include, but not be limited to; custodial and other District and/or College employee services, utility costs, maintenance costs and supplies. The Foundation's reimbursement of these costs may be in the form of non-monetary benefits provided by the Foundation to the District, as authorized by California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998). The District and/or the College shall annually invoice the Foundation for such expenditures, indicating items charged and the method of determining costs. The reimbursement shall be computed on a simple but equitable basis. The Foundation shall provide this reimbursement within thirty (30) days of receipt of the invoice, either by making monetary reimbursement or by providing a statement of the in-kind contribution or benefits provided to the District by the Foundation, as may be agreed upon between the District and/or College and the Foundation.

In case of payment dispute, the Foundation shall make the District aware of said dispute upon submission of payment. If it is later determined that the Foundation's dispute is valid and that the Foundation has overpaid, the District shall promptly reimburse the Foundation any excess payment submitted by the Foundation.

Section 4.2. <u>Indirect Costs Relating to Federal Programs</u>. If the Foundation administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by District for the Foundation relating to the federally-sponsored project. Such reimbursement shall take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award. In the event that the District's federal indirect cost rate has not been determined, the District's Vice Chancellor of Business Services shall determine and specify such costs and the amount thereof. All such reimbursements shall be made by the Foundation within thirty (30) days of receipt of an invoice with a determination of such costs.

Section 4.3 Reimbursement for Salaries and Benefits. Title 5 Section 59257(j)(6) requires the foundation to reimburse half of the District salary and benefit contributions. The foundation's reimbursements may be made through monetary and non-monetary reimbursements. Up to 50% of the foundation's reimbursements may be made in the form of non-monetary benefits (e.g., increased community awareness) and such non-monetary benefits shall be assigned a good-faith reimbursement value by the district. The foundation's monetary reimbursements may be made in the form of the foundation paying expenses that would otherwise be paid for by the college. The foundation's monetary reimbursements may include, but are not limited to, expenses of conferences, salaries, equipment (both purchased and donated), supplies and other grants to the College. The Foundation shall submit a Statement of Commensurate Return (Appendix C) annually demonstrating compliance with the monetary reimbursement requirement.

ARTICLE V

DISPOSITION OF FOUNDATION ASSETS

- Section 5.1. <u>Approval of Expenditures</u>. The board of directors of the Foundation shall approve or ratify all expenditures and fund appropriations of the Foundation. Appropriations of funds for use outside the normal business operations of the Foundation shall be approved in accordance with policy and further consistent regulations adopted by the Chancellor of the District.
- Section 5.2. Expenditures for Public Relations. With respect to expenditures for public relations or other purposes which would serve to augment District appropriations for the operation of the District, the Foundation may expend funds in such amount and for such purposes as are approved by the board of directors of the Foundation. Prior to the expenditure of such funds, the board of directors of the Foundation shall file with the Chancellor a statement of the Foundation's policy on accumulation and use of public relations funds. The statement shall include the policy and procedure on solicitation of funds, source of funds, purposes for which the funds will be used, allowable expenditures and procedures of control.
- Section 5.3. <u>Disposition of Net Earnings</u>. Net earnings derived from the operations of the Foundation shall be used solely to benefit the District and its students or used for reserves as established by the board of directors of the Foundation.
- Section 5.4. <u>Disposition of Assets Upon Dissolution</u>. Upon dissolution of the Foundation or the cessation of its operations under this Agreement, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall either be transferred to the District or expended for the benefit of the District.

ARTICLE VI

MISCELLANEOUS

- Section 6.1. <u>Term of Agreement</u>. The term of this Agreement shall be five (5) years beginning on the first day of the month after recognition, unless sooner terminated as herein provided; provided, however, that this Agreement shall be renewed automatically for subsequent annual periods, unless either party notifies the other party in writing not later than sixty (60) days prior to any renewal date of its intention not to renew. In any event of termination, the provisions of Section 5.4 of Article V of this Agreement (concerning the distribution of assets upon dissolution) shall survive such termination.
- Section 6.2. <u>Termination</u>. Either party may terminate this Agreement on sixty (60) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in such notice the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within thirty (30) days of the receipt of such notice shall prevent the termination of the Agreement.

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

Section 6.4. <u>Effects of Termination</u>. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations occurring prior to the date of such termination; and (2) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement, including but not limited to those set forth in this Section. Upon termination or expiration of this Agreement, the Foundation shall within thirty (30) days of such termination or expiration (1) vacate any District facilities and/or real property the Foundation is occupying; (2) return all District equipment and supplies to the District; (3) transfer all documents and records in its possession relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement to the District; and (4) perform all other obligations required of the Foundation under the terms of this Agreement.

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

Section 6.6 <u>Insurance</u>. For its day-to-day activities, the Foundation shall be included within the District's insurance policies. When special events are sponsored by the Foundation, special insurance coverage may be required by the District and paid by the Foundation.

Section 6.7. <u>Notices</u>. Any notice, request, information or other document to be given hereunder to any party by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to District: If to Foundation:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California, 92692

Attn: Chancellor

College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attn: Foundation President

Foundation for South Orange County Community

With a copy to:

With a copy to:

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California, 92692 Attn: Vice Chancellor, Business Foundation for South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692 Attn: Foundation Secretary

Services

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

Section 6.8. <u>Headings</u>. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.

Section 6.9. <u>No Waiver</u>. A party's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, shall not constitute a waiver of the breach or the remedy.

Section 6.10. <u>Governing Law</u>. The Agreement shall be governed by and construed according to the laws of the State of California.

Section 6.11. <u>Prior Agreements</u>. This Agreement replaces and supersedes all prior agreements between the District and the Foundation.

Section 6.12 <u>Amendment</u>. This agreement may be amended only by written agreement signed by the parties.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION FOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: Chancellor By: Foundation President

APPENDIX A

See Attached Bylaws

BYLAWS

OF

FOUNDATION FOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

A California Nonprofit Public Benefit Corporation

ARTICLE I

NAME AND OFFICES

- Section 1. Name. The name of this corporation is the Foundation for South Orange County Community College District (the "Foundation"). It exists as an auxiliary organization of the South Orange County Community College District.
- Section 2. <u>Principal Office</u>. The principal office for the transaction of the activities and affairs of the corporation is located at 28000 Marguerite Parkway, Mission Viejo, California. The board of directors may change the location of the principal office of the corporation to any place within the State of California.
- Section 3. Other Offices. The board of directors may at any time establish branch or subordinate offices at any place the corporation is qualified to conduct its activities.

ARTICLE II

PURPOSES AND LIMITATIONS

- Section 1. <u>General Purposes</u>. This corporation is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law for public or charitable purposes. This corporation is not organized for the private gain of any person. The Foundation shall at all times be operated consistent with the policies of the South Orange County Community College District.
- Section 2. <u>Specific Purposes</u>. Within the context of the general purposes stated above, this corporation is organized and at all times hereafter shall be operated exclusively to benefit the South Orange County Community College District (the "District"), its students and the community of which it is a part, in the following manner:
 - (a) Serve as a vehicle for encouraging and receiving private supplemental funds to support programs and activities at the District and its colleges.

- (b) Participate in the organization and definition of fundraising activities and development of resources to benefit the District and its colleges;
- (c) Conduct periodic campaigns for gifts and contributions and receive gifts, bequests and donations to distribute or invest such funds for the benefit and advancement of the District and its colleges;
- (d) Solicit and provide scholarships for deserving students at the District colleges;
- (e) Assist the District colleges by providing funds for capital improvements;
- (f) Assist in building and maintaining a positive image of the District and its colleges by
 - (i) serving as "ambassadors of good will" for the District; and
 - (ii) sponsoring activities which allow for special recognition of deserving students, faculty and staff.
- (g) Otherwise assisting and supporting the District in the attainment of education, cultural and scientific goals.

This corporation shall be operated in connection with the District as specified in Internal Revenue Code section 509(a)(3).

Section 3. Limitations.

- (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 50l(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law, or (b) by a corporation, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law.
- (b) No substantial part of the activities of this corporation shall consist of lobbying or propaganda or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and the corporation shall not participate or intervene (including publishing or distributing statements) in any political campaign on behalf of or in opposition to any candidate for public office except as provided in such Section 501(h).

- (c) The property of this corporation is irrevocably dedicated to the purposes set forth above. No part of the earnings of this corporation shall ever inure to the benefit of any directors or officers of this corporation or to the benefit of any private person.
- (d) Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the South Orange County Community College District, which is an organization described in Internal Revenue Code section 170(b)(1)(A) or 501(c)(3). If the District shall cease to be an organization described in Internal Revenue Code section 170(b)(l)(A) or 501(c)(3), the directors of this corporation shall designate a publicly supported educational or charitable organization as described in Internal Revenue Code sections 170(b)(l)(A) or 50l(c)(3), in substitution for the District, for purposes of the articles of incorporation and these bylaws.

ARTICLE III

MEMBERSHIP

Section 1. <u>Corporation without Members.</u> The corporation shall have no members.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. <u>Number of Directors</u>. The authorized number of Directors shall be five (5) until changed by an amendment of these bylaws. The authorized board members shall include: five (5) ex-officio directors who shall be (i) the District Vice Chancellor for Business Services, (ii) the District Vice Chancellor for Human Resources, (iii) the District Vice Chancellor for Technology and Learning Services, (iv) the District Executive Director, Fiscal Services/Comptroller; and (v) the District Executive Director, Public Private Partnership Development.

Section 2. General Powers.

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

- (b) <u>Specified Powers</u>. Without prejudice to such general powers, but subject to the same limitations, the board of directors shall have the power and authority to:
 - (1) Except as otherwise provided in these bylaws, approve any action which would otherwise be required to be approved by members if this corporation had members.
 - (2) Appoint and remove all officers, agents, and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or with these bylaws; fix their compensation; and require from them security for faithful service.
 - (3) Change the principal executive office or the principal business office in California from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency, or foreign country; and conduct business within or outside California.
 - (4) Adopt, make and use a corporate seal and alter the form of such seal.
 - (5) Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes and in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities for such consideration; provided, however, that no loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.
- Section 3. <u>Term of Office</u>. All of the Directors of the corporation shall serve two (2) year terms, and may, if reappointed, serve consecutive terms.
- Section 4. <u>Election of Directors</u>. Each director shall hold office for their full term of office as set forth in Section 3 of this Article and until a successor has been elected or appointed and qualified unless he or she has resigned or been removed or his or her office has been declared vacant in the manner provided in these bylaws.
- Section 5. <u>Voting</u>. Each member of the board of directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.
- Section 6. Resignation of Directors. Except as provided below, any director may resign from the board at any time by giving written notice to the president, secretary or chief financial officer of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the above, except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

- Section 7. <u>Removal of Directors</u>. A director may be removed from office without cause by a majority vote of the total number of voting directors then in office.
- Section 8. Restriction on Interested Persons as Directors. Notwithstanding any other provision of this Article IV, no more than forty-nine percent (49%) of the persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.
- Section 9. <u>Compensation of Directors</u>. Directors may not receive compensation for their services as directors, but may receive such reimbursement of expenses as may be fixed or determined by resolution of the board of directors.
- Section 10. <u>Inspection by Directors</u>. Each director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation for a purpose reasonably related to such person's interest as a director. The right of inspection includes the right to copy and make extracts of documents.
- Section 11. <u>Vacancies</u>. A vacancy in a director position because of removal, death, resignation or otherwise shall be filled in the same manner as the former occupant of the position was selected. Notwithstanding the foregoing, if the former occupant of the position was elected by approval of the board of directors and the number of directors then in office is less than a quorum, the vacancy may be filled by (a) the unanimous written consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice in accordance with Section 5211 of the Nonprofit Public Benefit Corporation Law, or (c) a sole remaining director. Any person designated to fill a vacancy on the board of directors shall hold office for the unexpired term of his or her predecessor in office, subject to the power of removal contained herein.
- Section 12. <u>Attendance at Meetings</u>. Directors shall be expected to attend all Board meetings. After three (3) consecutive unexcused absences, the Board Chair shall notify the Executive Committee of excessive absences. The Executive Committee shall recommend appropriate action on a case-by-case basis, which action may be taken by the Board in its discretion, under terms consistent with these bylaws.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. <u>Place of Meetings</u>. Meetings of the board of directors shall be held at any place within this State which has been designated from time to time by resolution of the board. In the absence of such designation, meetings shall be held at the principal office of this corporation.

- Section 2. <u>Annual Meeting</u>. The board of directors shall hold an annual meeting, at such time as shall be fixed by the board of directors, for the purpose of organization, election of officers and transaction of other business.
- Section 3. Regular Meeting. Regular meetings of the Board of Directors shall be held quarterly, at a place, date and time designated by the Chairman. Notice of the time and place of meeting shall be emailed to each director not less than seventy-two (72) hours before the date of such meeting at his/her last known email address. Such notices may be waived by any director.

All the regular meetings of the board, and meetings of standing board committees shall be open and public, and all persons shall be permitted to attend these meetings; provided, however, that the board may hold closed sessions during any meeting to consider those matters that may lawfully be considered in such sessions under Chapter 9 (commencing with § 54950) of Part 1 of Division 2 of Title 5 of the Government Code, known as the "Ralph M. Brown Act." Ad hoc meetings that do not result in commitments, decisions or recommendations to the Board of Directors are not subject to the "Ralph M. Brown Act."

- Section 4. <u>Special Meetings</u>. Special meetings of the board of directors for any purpose or purposes may be called at any time the chairperson of the board, if any, the president, any vice president, the secretary, or any two directors, to be held at such time and place as shall be designated in the notice of meeting.
- Section 5. Notice of Meeting. Notice of the time and place of special meetings of the board of directors shall be given by written notice delivered personally or sent by mail or e-mail or facsimile to each director at his or her address as shown on the records of the corporation. If mailed, such notice shall be deposited in the United States mail at least four (4) days before the date set for the meeting, in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail or facsimile, such notice shall be sent at least forty-eight (48) hours before the time set for the meeting. The business to be transacted at any special meeting of the board shall be specified in the notice. If and when California Government Code sections 54950 et. seq. (the "Brown Act") shall apply to any meeting held by the Foundation, the Foundation shall comply with the requirements of the Brown Act.
- Section 6. Quorum and Manner of Acting. A majority of the total number of directors in office shall constitute a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director or directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

- Section 7. <u>Adjournment and Notice of Adjourned Meeting</u>. Notwithstanding Section 6, above, a majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.
- Section 8. <u>Minutes of Meetings and Conduct</u>. Regular minutes of the proceedings of the board of directors shall be kept in a book provided for that purpose. The board of directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these bylaws, the articles of incorporation of the corporation or with the law.
- Section 9. <u>Brown Act</u>. Board meetings shall be conducted in accordance with the Ralph M. Brown Act, commencing at section 54950 et. seq. of the Government Code.
- Section 10. <u>Conflict of Interest</u>. No member of the Board shall be financially interested in any contract or other transaction entered into by the Board that is not in accordance with the conflict of interest provisions set forth in Education Code Sections 72670-72682. The following relationships are specifically deemed not permissible:
 - (a) Any contract, other than an employment contract, directly between the Foundation and a Board member.
 - (b) Any contract between the Foundation and a partnership or unincorporated association in which a Board member is a partner, or owner, or holder, directly or indirectly, or a proprietorship interest.
 - (c) Any contract between the Foundation and a for-profit corporation in which a Board member is the owner or holder, directly or indirectly, of five percent (5%) or more of the outstanding common stock.
 - (d) Any contract in which a Board member is interested, and without first disclosing such interest to the Board at a public meeting, influences or attempts to influence one or more Board to enter into the contract.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the corporation shall be a president, a secretary and a chief financial officer. The President shall be the Vice Chancellor, Business Services of the District and shall hold his/her office as an ex-officio of the District. The Secretary shall be the Executive Director, Public Private Partnership Development and shall hold his/her office as an ex-officio of the District. The Chief Financial Officer shall be the Executive Director, Fiscal Services/Comptroller and shall hold his/her office as an ex-officio of the District. The corporation may also have, at the discretion of the board of directors, a chairperson of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VI. Any two or more offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairperson of the board.

Section 2. <u>Election</u>. The officers of the corporation, except for any ex-officio officers and such officers as may be appointed in accordance with the provisions of Section 3 of this Article, shall be elected by the board of directors, and each shall serve for a one (1) year term at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Other Officers. The board of directors may appoint and may authorize the president or other officers to appoint such other officers as the business of the corporation may require, including an executive director to manage the day-to-day actions of the corporation. Each officer so appointed shall hold office for such period and have such authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

Section 4. Removal of Officers. Any officer appointed by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the Board under Section 3 of this Article VI may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section and shall have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice; and, unless otherwise specified in

such notice, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 6. <u>Vacancies in Office</u>. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 7. Responsibilities of Officers.

- (a) <u>Chairperson of the Board</u>. The chairperson of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairperson of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties of the president as prescribed in these bylaws.
- (b) President/Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairperson of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairperson of the board or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.
- (c) <u>Vice President</u>. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president. When so acting, a vice president shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairperson of the board.

(d) Secretary.

(1) Minutes. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings, proceedings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place the meeting was held; whether it was annual, regular or special; if special, how it was called or authorized; the names of those present at

board and committee meetings; and an accurate account of the proceedings. If the secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. The secretary shall keep or cause to be kept, at the principal office in California, a copy of the articles of incorporation and bylaws, as amended to date.

(2) Notices, Seal, and Other Duties. The secretary shall give, or cause to be given, notice of all meetings of the members, the board of directors and committees of the board of directors required by these bylaws to be given. In case of the absence or disability of the secretary, or his or her refusal or neglect to act, such notices may be provided by the president, or by the vice president, if any, or by any person authorized by the president or by any vice president, or by the board of directors. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or the bylaws may prescribe.

(e) Chief Financial Officer.

- (1) Books of Account. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and transactions of the corporation. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws or by the board. The books of account shall at all reasonable times be open to inspection by any director.
- deposit and Disbursement of Money. The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws. If so required by the board of directors, the chief financial officer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the board of directors shall deem appropriate. The chief financial officer shall submit such annual reports to the board of directors as required by law or as directed by the board of directors.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AGENTS

- Section 1. Right of Indemnity. To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in these bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.
- Section 2. <u>Approval of Indemnity</u>. On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification.
- Section 3. <u>Advancement of Expenses</u>. To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.
- Section 4. <u>Insurance</u>. The board shall have the right to authorize and direct the officers of the corporation to cause the corporation to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's employee's or agent's status as such.

ARTICLE VIII

RECORDS AND REPORTS

- Section 1. <u>Maintenance of Corporate Records</u>. The board shall cause the appropriate officers of the corporation to keep:
 - (a) Adequate and correct books and records of account;

- (b) Written minutes of the proceedings of the board and committees of the board; and
- (c) A record of each director's name and address.
- Section 2. <u>Maintenance and Inspection of Articles and Bylaws</u>. The secretary shall keep at the corporation's principal office the original or a copy of the articles of incorporation and bylaws as amended to date.
- Section 3. Annual Report. The board shall cause an annual report to be sent to directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:
 - (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
 - (b) The principal changes in assets and liabilities, including trust funds;
 - (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
 - (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
 - (e) Any other information required by these bylaws.
 - (f) If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.
 - (g) This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished to any director who requests it in writing.
- Section 4. <u>Annual Statement of Certain Transactions and Indemnifications</u>. As part of the annual report to all directors, or as a separate document if no annual report is issued, the board shall cause to be annually prepared and mailed or delivered to each director a statement of any transaction or indemnification of the following kind within 120 days after the end of the corporation's fiscal year:
 - (a) Any transaction
 - i. in which the corporation or its parent or subsidiary was a party,
 - ii. in which an "interested person" has a direct or indirect material financial interest, and

- iii. which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$50,000.
- (b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article VII of these bylaws, unless that indemnification has already been approved by the directors under Section 5238(e) of the California Corporations Code.
- (c) For this purpose, an "interested person" is any director or officer of the corporation, its parent or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE IX

GENERAL CORPORATE MATTERS

- Section 1. <u>Checks, Drafts, and Evidences of Indebtedness.</u> All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation shall be signed or endorsed by the chief financial officer and the president, or such other officers of the corporation, and in such manner, as shall be determined by resolution of the board of directors.
- Section 2. <u>Contracts</u>. The board of directors, except as the bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to one or more specific matters. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.
- Section 3. <u>Loans and Borrowing</u>. The board of directors shall not cause the corporation to make any loan of money or property to or guarantee the obligation of any director or officer unless approved by the Attorney General. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.
- Section 4. <u>Deposits</u>. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

Section 5. <u>Gifts</u>. The board of directors may at their discretion accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any specific purpose of the corporation.

ARTICLE X

MISCELLANEOUS

- Section 1. <u>Fiscal Year</u>. The fiscal year of the corporation shall end on the last day of June in each year unless otherwise determined by resolution of the board of directors.
- Section 2. <u>Rules</u>. The board of directors may adopt, amend, or repeal rules not inconsistent with these bylaws for the management of the internal affairs of the corporation and the governance of its officers, agents, committees, and employees.
- Section 3. <u>Corporate Seal</u>. The board of directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "*California*".
- Section 4. <u>Waiver of Notice</u>. Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the state of California, or under the provisions of the articles of incorporation of the corporation, or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time such notices are required to be given, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENT TO BYLAWS

Section 1. <u>Amendment to Bylaws</u>. These bylaws may be amended at any regular meeting of the board of directors by a majority vote of the board of directors; provided, however, that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

Vitate Negro

CERTIFICATE OF SECRETARY

I, the undersigned, do herby certify that

- 1. I am the duly elected and acting secretary of the Foundation for the South Orange County Community College District, a California nonprofit public benefit corporation.
- 2. The bylaws to which this certificate is attached, comprising 14 pages, constitute the bylaws of such corporation as duly adopted by the board of directors of this corporation at a meeting of such board on June 12, 2018.

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

Dated: June 12, 2018

APPENDIX B

DISTRICT FACIL	LITIES USE	D BY FOU	NDATION

None.

APPENDIX C

SCHEDULE OF COMMENSURATE RETURN TEMPLATE

20XX/XX Benefits to the Foundation and the District

D: -4: -4	4 1 4	4 - 41	Tr 1 - 42
District	contribution	to the	roungation

 Salaries
 \$XXX,XXX

 Benefits
 \$XXX,XXX

 Total
 (A) \$XXX,XXX

Monetary reimbursement required per Title 5 (50% of (A) Above)

Cash payments for salaries/benefits

Foundation payments to/on behalf of Depts and Co-Curricular Programs

Other services provided to the College/District

Total remaining monetary reimbursement required, if any

(If this total is negative, the standard has been met)

\$XXX,XXX

(XXX,XXX)

(B) (XXX,XXX)

*\$XXX,XXX

Non-monetary reimbursement required per Title 5 (50% of (A) Above) \$XXX,XXX

Other Added Benefits from Foundation efforts (D) (XXX,XXX)

Total remaining non-monetary reimbursement required, if any (If this total is negative, the standard has been met)

***\$XXX,XXX**

Foundation Payments to/on behalf of Departments and Co-Curricular Programs (Monetary)

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Department Name \$XXX,XXX

Detailed description of specific expenditures made by Foundation on behalf of the College

Total Foundation Payments to/on behalf of Departments and Co-Curricular Programs (Monetary)

(B) <u>\$XXX,XXX</u>

Other Services Provided to the College/District (Monetary) In-Kind contributions \$XXXX,XXX Every year a number of in-kind contributions are donated to a variety of programs across campus. This year's in-kind donations include, but are

Event Name \$XXX,XXX

Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.

not limited to _____.

Event Name \$XXX,XXX

Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.

Event Name \$XXX,XXX

Details of college specific event and amount of time spent by Foundation personnel supporting the event. Support must be provided using time tracking for each Foundation employee to justify this expense.

Total Other Services Provided To the College/District (Monetary) (C) <u>\$XXX,XXX</u>

Other Added Benefits to the District from Foundation Efforts (Non-monetary)
Scholarships \$XXX,XXX

A large percentage of the temporarily restricted funds raised are used to offer scholarships to students, which have an indirect impact on the College community.

Other \$XXX,XXX

Description of any other non-monetary benefits provided to the College community.

Total Other Added Benefits to the District from Foundation Efforts (Non-monetary) (D) <u>\$XXX,XXX</u>

^{*} Excess amounts contributed in any fiscal year cannot be rolled forward or backward to other fiscal years to offset amounts owed

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.12 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District-wide ADA Accessibility Project, Architectural

Services, Little Diversified Architectural Consulting, Inc.

ACTION: Approval

BACKGROUND

On May 21, 2018, the Board of Trustees approved basic aid funds equaling \$3,000,000 for the Districtwide ADA Accessibility Projects. On April 22, 2019, the Board of Trustees approved basic aid funds equaling \$3,000,000 for the District-wide ADA Accessibility 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 August 23, 2019, Request for Qualifications and Proposals 378D for Architectural Services (RFQ&P) was issued by placing advertisements in the OC Register on August 23 and 30, 2019. The RFQ&P document was made available on the District's website and sent out to 156 firms through the PlanetBids system. The District further identified and reached out to 60 firms and distributed the RFQ&P. On September 24, 2019, four proposals were received, of which three were deemed responsive and one was deemed non-responsive in conformance to RFQ&P specifications (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 October 3, 2019. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to Little Diversified Architectural Consulting, Inc. for the District-wide ADA Accessibility Project, in the amount of \$380,500.

Basic aid funds are available in the approved project budget of \$6,000,000.

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 Little Diversified Architectural Consulting, Inc. for the District-wide ADA Accessibility Projects, in the amount of \$380,500.



Architectural Services for 2 Separate and Independent Projects

Project 2: District-wide ADA Accessibility Project

Submittals

South Orange County Community College District

October 28, 2019

		PROPOSAL EVALUATION	TOTAL PROPOSED
COMPANY NAME	CITY	SCORE	FEE
*Little Diversified Architectural Consulting, Inc.	Newport Beach, CA	83	**\$380,500
Owen Group LP	Irvine, CA	78	\$326,290
Morrissey Associates, Inc.	Santa Ana, CA	75	\$410,700
***Tait & Associates	Santa Ana, CA	N/A	\$207,500

^{*}Firm recommended for award of contract.

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 District-wide ADA Accessibility Project.
- Demonstrated best fit in understanding the project's needs and user group's expectations.

^{**}Final negotiated fee.

^{***}Non-responsive proposal. Firm only proposed on a partial scope.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT DISTRICT-WIDE ADA ACCESSIBILITY PROJECT LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC.

This AGREEMENT is made and entered into this 29th day of October in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Little Diversified Architectural Consulting 1300 Dove Street, Suite 100 Newport Beach, CA 92660 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 Districtwide ADA Accessibility 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. <u>Services</u>. 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 reemployed 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 principal—in-charge, one project manager, one senior project architect, one CASp, and other engineers and consultants as required to expeditiously and professionally complete the work. The ARCHITECT shall designate Rita Carter, as Project Executive, and a management team of Irina Mitina as Project Manager and Greg Izor as CASp. 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. <u>Services</u>. The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, plumbing, cost estimator, and CASp services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

- 2.2. <u>Coordination of Others</u>. 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. <u>Regulatory Compliance</u>. 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. <u>SDs to DDs</u>. 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. <u>DDs to CDs</u>. 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. <u>Coordination for Government Authorities</u>. 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. <u>Subconsultants</u>. 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. <u>Written Understanding</u>. 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. <u>Schedule Budget Analysis</u>. 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. <u>Construction Cost.</u> 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. <u>CAD.</u> The ARCHITECT and their consultant shall employ insert Building Information Modeling (BIM) using Revit or CAD 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 CAD 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 subconsultant 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:
 - 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. <u>Sustainability</u>. 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. <u>Building Codes</u>. 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. <u>Bid Prep</u>. 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. <u>Bid Marketing</u>. 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. <u>Construction Administration</u>. 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. <u>Submittals</u>. 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. <u>Substitutions</u>. 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. <u>District Representative</u>. 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. <u>Certification of Payment</u>. 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. <u>Reject Work</u>. 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. <u>Claim Evaluation</u>. 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. <u>Substantial Completion</u>. 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.
 - 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. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. <u>Regulatory Revisions</u>. 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. <u>Scope Change after Phase Approvals</u>. 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. <u>Change Orders</u>. 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. <u>Damage or Destruction</u>. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. <u>Contractor Default</u>. 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. <u>Legal Services</u>. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. <u>Consultant Coordination</u>. 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. <u>Test and Balance</u>. 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. <u>Construction Administration Add Service</u>. 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. <u>Time is of the Essence</u>. Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. <u>Term</u>. The construction time frame is anticipated for 12 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 December 31, 2022. The ARCHITECT'S contract terminates at completion of the warranty walk.
- 4.3. <u>Extension.</u> 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. <u>Billing Rate</u>. Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "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:
 - 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. <u>Contract Price for Services</u>. The Contract Price for the ARCHITECT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:

a. Programming / Schematic Design Phase \$ 24,911

b. Design Development Phase \$ 88,493

c. Construction Document Phase \$143,428

	TOTAL	\$ 380,500
h.	District Controlled Contingency	\$ 10,000
g.	Close Out Phase	\$ 4,795
f.	Construction Phase	\$ 79,300
e.	Bidding Phase	\$ 9,533
d.	DSA Approval Phase	\$ 20,040

- 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. Specific Scope Pricing Inclusions. The Contract Price is inclusive of the fourteen scope items included in the RFQ&P. Additionally, as noted in the RFQ&P, as the budget is refined, more items of a similar nature to the identified scope items will be added to the project. The Contract price of the ARCHITECT is inclusive of these additional scope items up to a \$3.9 million construction hard cost.
- 6.4. 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.
- 6.5. 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.
- ARCHITECT 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.
 - a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECT in the interest of the PROJECT.

- b. Reimbursable expenses shall only be authorized and pre-approved most economical transportation, air fare for out-of-town travel related to the PROJECT; 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. Expense of renderings, models and mock ups requested by the DISTRICT if not part of ARCHITECT'S Basic Services will be reimbursed.
- 6.7. 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.
- 6.8. <u>DISTRICT Payment of Contract Price</u>. 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.
- 6.9. <u>Withholding Payment</u>. 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 it 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.
- 6.10. <u>Late payments</u>. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the 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.
- 6.11. <u>Schedule Delay</u>. 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: <u>at standard hourly rates</u> (See Attachment B) or as a fixed fee.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

7.1. <u>District Ownership of Documents</u>. 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. <u>Electronic Copy of Documents</u>. The ARCHITECT shall perform the work under this AGREEMENT using 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. <u>Documentation</u>. 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. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the 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. <u>Suspension of PROJECT</u>. 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. <u>Abandonment of PROJECT</u>. 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. <u>Liability for District Damages</u>. 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. <u>Mediation Requirements</u>. All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.2. <u>Arbitration</u>. If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
 - a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the 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. <u>Work to Continue</u>. In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute,

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. <u>District Provided Information</u>. 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. <u>District Representative</u>. The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner 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. <u>District Notification</u>. 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. <u>Geotechnical Data</u>. 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. <u>Reliable Information</u>. 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. <u>Equal Opportunity/Non-Discrimination</u>. 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. <u>Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations</u>. 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. <u>Cumulative Rights; Non Waiver</u>. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or 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. <u>Employment with Public Agency</u>. 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. <u>Governing Law</u>. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

- 11.8. 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. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of 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. <u>Permits/Licenses</u>. 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. <u>Notifications</u>. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT ARCHITECT

Matt Blitch Rita Carter

Construction Manager Principal in Charge

South Orange County Little Diversified Architectural

Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 mblitch@socccd.edu Consulting
1300 Dove Street, Suite 100
Newport Beach, CA 92660
officialnotification@littleonline.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. 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 to 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.
- 11.16. <u>Binding Agreement</u>. 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. <u>Contract.</u> A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the ARCHITECT for the

PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the ARCHITECT or DISTRICT.

- d. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- e. <u>Site</u>. The physical area for construction and activities relating to construction of the PROJECT.
- f. <u>Construction Contract Documents</u>. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- g. <u>Substantial Completion</u>. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- h. <u>Final Completion</u>. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

ARCHITECT	DISTRICT
Little Diversified Architectural Consulting	South Orange County Community College District
Rita Carter	Ann-Marie Gabel
Principal-in-Charge	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.
 - 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 subconsultants, 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.
 - 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 4 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:

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, widows, 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.

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.
 - 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.

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.

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.

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 NOT USED.

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.

Structural:

Completed structural floor plans and sections with detailing well advanced.

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.
- 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 5075% 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 <u>all</u> 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.
- 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

- 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.
- 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 fees for extra services shall include fully burdened hourly rates for each title. Fees shall be firm and fixed through the entirety of the five year term. Rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel.

<u>Architectural Services</u>	Fee per Hour
Principal	\$270
Project Manager	\$215
Project Architect	\$180
Technical Support Staff	\$155
Specification Editor	\$150
Clerical	\$115

Structural Engineers - Little Diversified Architectural Consulting, Inc.		
Principal Engineer	\$225	
Senior Engineer	\$215	
Engineer Designer	\$170	
Engineer Technician	\$125	
Mechanical & Electrical Engineers - P2S		
Principal Engineer	\$301	
Engineer Grade 5	\$252	
Clerical	\$ 87	
Other		
<u>Civil Engineers - Little</u>		
Principal	\$270	
Senior Engineer	\$215	
Lead Engineer	\$225	
Project Engineer	\$180	
Senior Technician	\$135	
Technician	\$125	
Engineering Intern	\$145	
Estimator - HL Construction Management		
Principal	\$120	
Senior Estimator	\$120	
Chief Estimator	\$120	
Scheduler	\$120	
Cost Manager	\$120	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.13 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopt Resolution No. 19-29, Authorizing Stratasys, Inc. as

the Single Source Standard for Procurement for Stratasys, Inc. 3D

Printer Technology

ACTION: Approval

BACKGROUND

Saddleback College's Advanced Manufacturing program is the Vertical Sector Lead for all Orange County (OC) community colleges through the state's regional Strong Workforce Program. In this leadership role, the college provides instruction in advanced manufacturing techniques using industrial equipment used by R&D and manufacturing companies in biotechnology, engineering, aerospace, and other industries. As the lead, the program needs to obtain 3D printing equipment that represents design and manufacturing systems that students will be working with in the industry. Stratasys, Inc. is an industry leading 3D printer provider who holds distinct technology patents in 3D printing using multiple materials in the manufacturing process. The equipment, training and support from Stratasys, Inc. provides opportunities for faculty professional development and student instruction throughout the region.

STATUS

Utilizing Stratasys 3D printing equipment in the Saddleback College Advanced Manufacturing program will help provide state-of-the-art training to students who will enter the manufacturing sector. Furthermore, working with the OC Advanced Manufacturing Regional Coordinator, the college provides train-the-trainer professional development for faculty in partnership with OC community colleges. This collaboration between industry and colleges builds a better trained workforce to support industries in the area.

Staff has evaluated other 3D printers and solicited pricing from other manufacturers. Stratasys, Inc. provided the most competitive pricing with deep educational discounts included.

The establishment of Stratasys, Inc. as the single source standard is in accordance with Public Contract Code 20304.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-29 (EXHIBIT A) authorizing Stratasys, Inc. as the single source standard for procurement for Stratasys, Inc. 3D Printer Technology.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 19-29

AUTHORIZING STRATASYS, INC. 3D PRINTING EQUIPMENT AS SINGLE SOURCE STANDARD FOR PROCUREMENT FOR THE ADVANCED MANUFACTURING PROGRAM

WHEREAS, the Governing Board (the "Board") of the South Orange County Community College District (the "District") has determined that in order to meet the needs of the Saddleback College Advanced Manufacturing program and its leadership in providing Advanced Manufacturing training in Orange County, there is a need for industry level 3D printing equipment; and

WHEREAS, the Governing Board of a community college district may under Section 20304 of the California Public Contract Code, direct the purchase of any supply, equipment, or material without observance of any provision requiring contracts, bids, or notice upon a finding by a vote of two-thirds of all its members of the board that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material, as the case may be, in use; and

WHEREAS, District staff has exercised due diligence and determined that Stratasys, Inc. is the sole source to provide the equipment, supplies, maintenance, and training required for the Saddleback College Advanced Manufacturing certification program needed by the District; and

WHEREAS, the Advanced Manufacturing program at Saddleback College currently utilizes Stratasys, Inc. 3D printer technology for its degree and certification program; and

WHEREAS, utilizing the Stratasys, Inc. 3D printing technology will vastly benefit the program as substantial time and resources have been invested in curriculum development in the Advanced Manufacturing program; and

WHEREAS, in addition to offering the supplies, maintenance, and training required for the 3D printers, Stratasys, Inc. also provides service and support such as onsite installation and technical overview by Stratasys, Inc. certified technicians and service providers; and

WHEREAS, California Public Contract Code Section 20651 requires the District to advertise publicly for bids for the purchase of goods or services involving an expenditure which exceeds the state-mandated bid limit; and

WHEREAS, sufficient evidence exists for the Governing Board to support a finding that a competitive bidding process is not feasible or practical, and that a sole source procurement is in the best interest of the District, permitting an exception to be allowed under these circumstances; and

NOW THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that advertising for competitive bids for supplies, maintenance, and training for Stratasys, Inc. 3D printing technology would not produce an advantage in that Stratasys, Inc. is the sole manufacturer and supplier.

Section 3. The Board hereby finds and determines that establishing Stratasys, Inc. as the single source standard for procurement pursuant to Public Contract Code section 20304, to be in the best interest of the District.

Section 5. The establishment of Stratasys, Inc. as the single source standard, is hereby approved and ratified. The Chancellor or the Chancellor's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 6. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South Orange County Community College District this 28th day of October 2019, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAINED:	

I, Kathleen F. Burke, Chancellor of the South Orange County Community College District and Secretary of the Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

Secretary of the Governing Board South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College at a regular meeting thereof held on the 28th day of October 2019, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 28th day of October 2019.

Clerk of the Governing Board South Orange County Community College District

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.14 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3110 Basic Aid Funds Allocation

Process, BP-4000.6 Complaints- Harassment and Discrimination, BP-4500 Unlawful Harassment and Discrimination Prevention and

Complaint Procedures, BP-6130 Textbook Adoption

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

STATUS

Four board policies (EXHIBITS A through D) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on October 17, 2019 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

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

3110

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **BUSINESS**

BASIC AID FUNDS ALLOCATION PROCESS

Basic aid refers to local property tax receipts that exceed general purpose revenue entitlement derived from the State of California SB 361 (or successor funding bill) calculation funding formula. The process for identification and prioritization of basic aid allocations will follow this policy and is recognized to be an annual and dynamic process. Allocation of basic aid funds will be made based on district District and college planning documents and supporting data. The Board will determine both the timing of allocation approval and how much of the annual collections will be allocated each year. A reasonable amount of basic aid funds, no less than 20 percent, will not be allocated until the end of the fiscal year when total annual receipts are certain, to ensure the availability of resources for potential unexpected needs of a significant nature.

In accordance with the vision, mission, strategic directions and planning documents of the District and colleges, the Board of Trustees will allocate basic aid funds for the following purposes:

- 1. Capital construction, major<u>facilities</u> renovation, large infrastructure projects, scheduled maintenance, and site development. These projects will follow district <u>District</u> and college strategic plans, <u>Education and Ff</u>acilities <u>Mm</u>aster <u>Pplans</u>, 20-year Facility, <u>Renovation and Scheduled Maintenance Condition Assessment</u> Plan and Five Year Construction Plan;
- 2. Retirees benefit trust fund, pension stabilization trust fund, and other long-term obligations:
- 3. Trustee elections, legislative advocacy, major legal fees and judgments; and-
- 4. Major technology initiatives as identified in the District and College Ttechnology Pplans.
- 5. Fifty percent matching funds for scheduled maintenance and smaller renovation projects, including maintenance equipment, as identified in the 20-year Facility, Renovation and Scheduled Maintenance Plan. The other fifty percent will be funded by the site requesting the funds, whether district office or college, in receipt of the allocation. Allocations must be used within five years on the specific project for which funding was allocated. The allocations identified in item lone (1) and four (4) above will be based on the distribution ratios used in the funding model established in the District Resource Allocation Council (DRAC) process. If the DRAC ratio cannot be maintained between the colleges in a single year, future allocations will be adjusted to restore the ratio over a five-year period, if needed.

Annually the Board of Trustees shall approve the Basic Aid allocations.

The Chancellor shall establish Administrative <u>administrative</u> <u>Regulations regulations</u> <u>regulating</u> <u>pertaining to the distribution and use of basic aid funds.</u>

Adopted: 8-29-11 Page 1 of 1

4000.6

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

COMPLAINTS - HARASSMENT AND DISCRIMINATION

Delete BP-4000.6 – Language moved to updated BP-4500

The Board of Trustees of the South Orange County Community College District is committed to providing an environment for work and learning that is free of discrimination and harassment. In keeping with this commitment, the District maintains a strict policy prohibiting unlawful discrimination, including harassment. This policy applies to employees, including management and non-management employees, to applicants for employment, and to students. It prohibits discrimination, including harassment on a basis prohibited by state and federal regulations for community colleges on nondiscrimination, including race, religion, creed, color, national origin, ancestry, physical or mental disability, marital status, gender, sexual orientation, or age.

Discrimination includes denial of the benefits of employment or of a community college activity or program on a basis prohibited by law. Harassment includes, but is not limited to unwanted sexual advances and requests for sexual favors where: (1) submission to such conduct is made an explicit or implicit term or condition of employment, academic status, or process; (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment. Employees or students who violate this policy are subject to disciplinary action.

Formal complaints under this policy shall be investigated according to the guidelines set forth in Title 5, Calif. Code of Regulations, Section 59300, et seq., and the District's "Sexual Harassment Policy and Complaint Procedure," which is on file in the office of the Chancellor and/or designee and in the offices of the College Presidents and/or designees.

References:

Government Code, Sections 11135-11139.5;

Title 5, Calif. Code of Regulations, Section 59300 et seq.;

Title IX of the Education Amendments of 1972, as amended;

Title VI and Title VII of the Civil Rights Act of 1964, as amended;

Executive Order 11246, as amended;

Rehabilitation Act of 1973, Sections 503 and 504;

Age Discrimination in Employment Act of 1967, as amended;

Age Discrimination Act of 1975;

Americans with Disabilities Act of 1990 and

California Labor Code, Section 1102.1. Education Code Section 66250 et. Seq.

Revised: 8-24-82 Revised: 4-26-99 Revised: 4-10-89 Revised: 1-20-04 Revised: 6-15-98 Revised: 5-23-11

4000.54500

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

UNLAWFUL HARASSMENT AND DISCRIMINATION PREVENTION AND COMPLAINTS

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation, including acts of sexual violence and discrimination. It shall also be free of other unlawful discrimination and harassment, including that which is based on any legally protected characteristic including but not limited to: race, color, religious creed, ancestry, national origin, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or—sexual orientation of any person, or military and veteran status, the perception that a person has one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District seeks to foster an environment in which all employees, and students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stopinvestigate such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion pursuant to California Education Code and Title VII.

Any student, or employee, unpaid intern, or volunteer who believes that he or she they has have been harassed or retaliated against in violation of this policy should immediately report such incidents by following the approved procedures described in *Administrative Regulation* 4000.54500. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity, even if the activity is off campus. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

Adopted:	08-24-82	Revised:	03-30-93	Revised:	09-26-05	Page 1 of 2
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Revised: 12-01-86 Revised: 06-15-98 Revised: 04-28-08 Revised: 04-10-89 Revised: 04-26-99 Revised: 09-25-12

UNLAWFUL HARASSEMENT AND DISCRIMINATION PREVENTION AND COMPLAINTS

The Chancellor shall establish <u>regulationsprocedures</u> that define harassment on campus. The Chancellor shall further establish <u>regulationsprocedures</u> for employees, students, <u>unpaid interns</u>, <u>volunteers</u>, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and <u>regulationprocedures</u> for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

The Chancellor shall establish administrative regulations that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

This policy and related approved written regulation procedures (including the procedure process for making complaints) shall be widely published and publicized to administrators, faculty, staff, and students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, and employees, unpaid interns, and volunteers in all administrative offices, and shall be posted on the District's website.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because they are perceived to have one or more of the foregoing characteristics, or because of their association with a person or group with one or more of these actual or perceived characteristics.

Employees and students who violate the policy and regulation procedures may be subject to disciplinary action up to and including termination. pursuant to California Education Code and Title VII. Students who violate this policy and related regulations may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related regulations may be subject to disciplinary measure up to and including termination from the internship or other unpaid work experience program. Volunteers who violate this policy and related regulations may be removed from current and future volunteer assignments.

Reference:

Education Code Sections 212.5; 44100; 66252; and 66281.5;

Government Code Sections 12940 and 12950.5;

Title 2 Sections 10500 et seq.;

Title VII of the Civil Rights Act of 1964, 42 US.C.A.§ 2000e;

Title IX, Education Amendments of 1972; Title 5, Sections 59320 et seq.

Adopted: 08-24-82 Revised: 03-30-93 Revised: 09-26-05 Page 2 of 2

Revised: 12-01-86 Revised: 06-15-98 Revised: 04-28-08 Revised: 04-10-89 Revised: 04-26-99 Revised: 09-25-12

6130

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **INSTRUCTION**

TEXTBOOK ADOPTION

Textbooks and other instructional materials shall be selected by the instructor of the course-<u>or</u> discipline faculty following the procedures adopted by the respective college's Academic Senates and curriculum committees.

 Adopted:
 9-29-69
 Revised:
 01-31-06

 Revised:
 6-09-75
 Reviewed:
 11-16-10

 Technical Update:
 4-26-99
 Reviewed:
 05.18.15

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.15 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board,

BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Record Retention and Destruction, BP-4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-

5210 Enrollment Priorities, BP-5616 Attendance

ACTION: Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

STATUS

Nine board policies (EXHIBITS A through I) are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 12, 2019 for review and recommendation to the Chancellor. EXHIBITS A through I were brought to the Board of Trustees on September 23, 2019 for review and study. Additional changes recommended by the Board of Trustees from the September 23, 2019 meeting have been highlighted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

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

108

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **BOARD OF TRUSTEES**

VACANCIES ON THE BOARD

- I. Vacancies on the Board may be caused by any of the events specified in Government Code or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by Education Code.
- II. Within 60 days of the vacancy or filing of a deferred resignation, the Board shall either order an election or make a provisional appointment to fill the vacancy.
- III. If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.
- IV. If a provisional appointment is made, it shall be subject to the conditions in Education Code. The person appointed to the position shall hold office only until the next regularly scheduled election for district governing board members. when the election shall be held to fill the vacancy for the remainder of the unexpired term.
- V. The provisional appointment will be made by a majority public vote of the board members at a public meeting.
- VI. The Chancellor shall establish administrative procedures regulations to solicit applications that assure ensure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process, which may include interviews at a public meeting.

Reference:

Education Code Sections 5090, et seq. Government Code 1770

Adopted: 08.27.07

Reviewed by BPARAC & Chancellor on 4-29-13. No recommended change to policy.

Revised: 05.18.15 Page 1of 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **BOARD OF TRUSTEES**

BOARD SELF EVALUATION

The Board is committed to assessing its own performance as a board Board in order to identify its strengths and areas in which it may improve its functioning.

To that end, the Board has established the following processes:

- 1. The Board of Trustees shall determine the instrument or process to be used in board selfevaluation. Any evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, as well as criteria defining board effectiveness promulgated by recognized practitioners in the field. The process for evaluation shall be recommended to and approved by the Board.
- 2. If an evaluation instrument is used, all board members will be asked to complete the evaluation instrument and submit them to the board Board office, to be summarized and compiled.
- 3. A summary of the evaluations will be presented and discussed regularly at an open board Board session scheduled for that purpose. The results will be used to identify accomplishments in the past year and goals for the following year in order to strengthen Board effectiveness.

Reference:

Accreditation Standard IV.B.1.e & gC.10

Adopted: 08.27.07 Page 1 of 1

Revised: 05.18.15

2150

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **ADMINISTRATION**

SMOKE AND TOBACCO FREE DISTRICT

It is the intent of the South Orange County Community College District to maintain an educational and workplace environment that is <u>conductive_conducive</u> to the health and safety of our students and employees.

Realizing the health hazards posed by smoking and by second-hand smoke, it is policy of the South Orange County Community College District to maintain a smoke free environment for all district District sites. The use of tobacco and marijuana products is prohibited within or on any district facility or property.

- I. Tobacco and marijuana products include but are not limited to the burning of any type of cigars, cigarettes, little cigars, joints, pipe tobacco, chewing tobacco snuff, hookahs, or pipes, and an electronic device that delivers nicotine or other vaporized liquids to a person inhaling from the device (e.g. e-cigarettes and vaporizers). The use of an electronic cigarette (vapor) or smokeless/chewing tobacco are also prohibited.
- II. Tobacco <u>and marijuana</u> products shall not be commercially sold or distributed in any manner on any <u>dD</u>istrict site. This includes free samples distributed by vendors. Advertising and sponsorship of events by companies <u>or individuals dealing in the products</u> identified in Section I (above) is also prohibited.

This policy pertains to students, faculty, staff, administrators, visitors and the general public attending events at any site within the <u>district District</u>. Additionally, this policy shall apply to all <u>district District</u> facilities, owned or leased, regardless of location, and all <u>state automotive</u> and auxiliary vehicles.

Tobacco products include but are not limited to the burning of any type of eigar, eigarette or pipe. The use of an electronic eigarette (vapor) or smokeless/chewing tobacco are also prohibited.

The District and colleges shall make available to students and employees information about smoking-cessation programs. Signage will be posted as appropriate.

Reference:

<u>Government Code Section 7597.1</u> Business and Professions Code Section 22950.5

Adopted: 01-15-15 Page 1 of 1

3310

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BUSINESS

Page 1 of 1

RECORDS RETENTION AND DESTRUCTION

The Chancellor shall establish administrative procedures regulations to assure ensure the retention and destruction of all District records, including electronically stored information as defined by the Federal Rules of Civil Procedures, in compliance with Title 5 laws and regulations. Such records shall include but not be limited to student records, employment records and financial records.

References:

California Code of Regulations, Title 5, Sections 58031, 59118, 59020 et seq. Title 5, Sections 59020, et seq.;
Federal Rules of Civil Procedures, Rules 16, 26, 33, 34, 37, 45
California Education Code Section 76210

[See Administrative Regulation 3310]

Adopted: 07-28-08

Revised: 12-15-14

Review only

EXHIBIT E
Page 1 of 1

BOARD POLICY

4019

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

ELDER AND DEPENDENT ADULT ABUSE REPORTING

It is the policy of the South Orange County Community College District to treat reports of violence against elderly persons or dependent adults as high priority criminal activity that is to be fully investigated regardless of the relationship between the victim and the suspect(s).

The Chancellor or designee shall establish administrative regulations related to the responsibility of employees, within the scope of employment or in their professional capacity, to report suspected abuse and neglect of the elderly.

References:

Welfare and Institution Code 15610 et seq.; Penal Code § 368; Health and Safety Code §§ 1250, 1250.2, and 1250.3; Welfare and Institutions Code § 15630

Adopted: 08-25-14 Page 1 of 1

4075 4077.2

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

PERSONAL LEAVE (Without Pay)

A personal absence without pay for up to five (5) <u>individual</u> days <u>annually per fiscal year</u> shall require the approval of the immediate supervisor. An absence of more than five (5) <u>individual</u> days must also be approved by the president or designee, for their respective college, and the <u>eChancellor</u> or designee for <u>dD</u>istrict <u>sS</u>ervices. <u>Appropriate paid leaves must be exhausted prior</u> to utilizing leave without pay.

If an absence of more than thirty (30) <u>consecutive</u> days without pay is requested, the <u>bB</u>oard of <u>tT</u>rustees' approval is required.

Adopted: 04-13-70 Technical Update 04-26-99 Page 1 of 1

Revised: 04-10-89 Revised: 07-20-15

Revised: 02-28-94

4201.34204

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PERSONNELHUMAN RESOURCES

RE-EMPLOYMENT OF CLASSIFIED PERSONNEL

At the discretion of the Board of Trustees, any permanent classified employee whose employment is terminated after submitting a written resignation and who is separated in good standing may be returned to the same position or to a similar position to that formerly held without further competitive examination within thirty nine (39) months after the employee's last date of paid employment. If the employee is rehired, the dDistrict shall disregard the break in service and restore all the rights, benefits, and responsibilities of a permanent employee, except that the employee's seniority date will be the date of rehire.

When an employee is rehired through the competitive process within the 39 months; or reemployed thirty-nine (39) or more months after the last day of the previous service, the employee shall be considered a new employee and the regulations that govern new employees to the dDistrict shall apply.

Under this policy the employee's re-employment shall be discretionary and include the <u>Vice</u> Chancellor<u>of Human Resources's</u> or <u>designee's</u> recommendation in addition to the <u>bB</u>oard's approval.

Adopted: 9-29-69 Revised: 2-28-77 Revised: 4-10-89

Technical Update: 4-26-99

Revised: 12-06-10

5210

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDENTS

ENROLLMENT PRIORITIES

The Chancellor or his/her designee shall establish regulations defining enrollment priorities, limitations, and processes for student challenge, which shall comply with State regulations.

Reference:

Title 5, Sections <u>51006</u>, <u>58106</u>, <u>55031</u>, 58108, <u>56026</u>, <u>&</u>-56232 Education Code <u>76000</u>, <u>76001</u>, 66025.8, <u>&</u>-66025.9, <u>&</u> 66025.92

Adopted: 12-07-09 Revised: 3-26-12 Revised: 7-22-13

5616

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDENTS

ATTENDANCE

I. STUDENT ATTENDANCE

Students are expected to attend classes regularly. Failure to attend classes may result in the instructor dropping the student from class or may be taken into consideration in assigning the grade.

II. ATTENDANCE ACCOUNTING

The South Orange County Community College District shall comply with all attendance accounting requirements as mandated by Title 5 requirements and the Student Attendance Accounting Manual.

Reference:

Title 5, Sections 58000 et. Sseq. and 58161

Revised: 5-15-89 Page 1 of 1

Technical Update: 4-26-99

Revised: 4-30-12

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.16 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Management/Administrative

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. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. **ADMINISTRATIVE EMPLOYMENT** (Ratified Pursuant to Board Policy 4000)
 - a. PERRY, NICOLA is to be employed as Director, Strategic Enrollment Management, Categorical (2 Years), Pos. #P0015882, Office of the President, Saddleback College. Academic Administrators and Classified Administrators/Managers Salary Schedule Range 16, Step 5, 40 hours per week, 12 months per year, effective October 14, 2019. Employment in this position is contingent upon funding by Guided Pathways (50%) and Strong Workforce Program (50%) funds. The Chancellor approved this position on April 16, 2019.
 - b. POLLARD, ERIN COLLEEN is to be employed as Interim Coordinator of Equity Programs, Pos. #P0016740, Student Services, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Step 1, 40 hours per week, 12 months per year, effective October 8, 2019, ending on June 30, 2020, or sooner. This interim position was approved by the Chancellor on October 8, 2019.

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4000)

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	<u>Assignment</u>	Placement	Start Date
Armenta, John	MA/Communication	Speech/IVC	2	01/13/20
	MA/American			
Becker, Craig	Government	Political Science/SC	2	08/19/19
	AA/Fashion			
Blackburn, Tara	Merchandising	Fashion/SC	1	08/19/19
¹ Brooks, Kristine	JD/Juris Doctorate	Political Science/SC	5	08/19/19
Buenaventura, Cara	MS/Nursing	Nursing/SC	2	08/19/19
		Communication		
Cortez, David	Equivalency	Arts/SC	1	08/19/19
	MA/Educational			
Crossland, Paige	Counseling	Counseling/IVC	2	08/19/19
	MBA/Business			
Cunningham, Craig	Administration	Accounting/SC	2	01/13/20
Donnell, Theodore	MS/Chemistry	Chemistry/SC	2	01/13/20
Elliott, Daniel	MA/Communication	Speech/IVC	2	01/13/20
Huynh, Jordan	MS/Counseling	Counseling/IVC	2	08/19/19
Levin, Alan	MA/Mathematics	Emeritus/SC	2	08/19/19
	MBA/Business	Computer Info		
Libby, Gerald	Administration	Management/SC	3	08/19/19
Luong, My Vo	MS/Chemistry	Chemistry/SC	2	01/13/20

¹ Current Part-Time Faculty Business Instructor, Business Sciences, Saddleback College

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A. NEW PERSONNEL APPOINTMENTS – Continued

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
	MA/Educational			
Lyons, Kelli	Counseling	Counseling/SC	4	08/19/19
		Child		
McCartney, Kristen	Equivalency	Development/SC	2	08/19/19
	MA/International			
² McKinney, Michael	Relations	Political Science/SC	7	08/19/19
Mendoza, Miriam	MFA/Theatre Arts	Theatre Arts/IVC	2	08/19/19
	MA/Early Childhood	Child		
Miller, MaryBeth	Education	Development/SC	2	08/19/19
Piran, Leila	PhD/Political Science	Political Science/SC	5	08/19/19
³ Romero, Maria				
Teresa	Equivalency	Anthropology/SC	7	08/19/19
Sabet, Sarah	MA/Psychology	Psychology/IVC	2	01/13/20
Suh, Krystal	MA/TESOL	ESL/IVC	2	08/19/19
		Musical Theatre		
Yankee, Luke	MFA/Screenwriting	Director/SC	2	01/13/20

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Angeles, Gabrielle	Fall Showcase Choreographer	\$1,500.00	08/19/19-12/01/19
Barrett, Victoria	Dance Faculty Mentor	\$800.00	08/19/19-12/01/19
Cruz, Raul	Choreography & Outreach Day	\$3,800.00	11/01/19-11/30/19
Hill, Sean	ECP Facilitation 4	\$100.00	08/19/19-12/18/19
Ingersoll, Brittany	ECP Facilitation 6	\$100.00	08/09/19-12/18/19
Jankovic, Teresa	High School Outreach Day	\$100.00	11/08/19-11/22/19
Jones, Monik	High School Outreach Day 2	\$100.00	11/08/19-11/22/19
Seraphin, Eva	ECP Facilitation 8	\$100.00	08/19/19-12/18/19
Vernazza, Daniel	ECP Facilitation 2	\$100.00	08/19/19-12/18/19

General Fund/IVC Month to Date: \$6,700.00 IVC APPROVED FISCAL YEAR TO DATE: \$35,760.67

² Current Part-Time Faculty History Instructor, Social & Behavioral Sciences, Saddleback College

³ Current Part-Time Faculty History Instructor, Social & Behavioral Sciences, Saddleback College

B. <u>ADDITIONAL COMPENSATION: GENERAL FUND</u> – Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Harter-Johnson, Danashanti	Choreographer	\$800.00	08/19/19-11/23/19
Himes, Marjorie	Choreographer	\$800.00	08/19/19-11/23/19
Robertson, Jade	Choreographer	\$800.00	08/19/19-11/23/19
Snavely, Noelle	Choreographer	\$800.00	08/19/19-11/23/19
Yell, Lacey	Choreographer	\$800.00	08/19/19-11/23/19

General Fund/SC Month to Date: \$4,000.00 SC APPROVED FISCAL YEAR TO DATE: \$93,987.31

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u>

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Akhavan, Susan	ESL Assessment Reader 6	\$170.60	05/28/19-08/09/19
Beasley, James	ESL Assessment Reader 3	\$85.30	05/28/19-08/09/19
Beck, Rebecca	ESL Assessment Reader 7	\$255.90	05/28/19-08/09/19
Can, Minh	Math 124+Math 347 Coreq Mtg 1	\$85.30	04/26/19-04/26/19
Coleman, Catherine	ESL Assessment Reader 8	\$127.95	05/28/19-08/09/19
Goncalves, Mauricio	ESL Assessment Reader 2	\$255.90	05/28/19-08/09/19
Heneks, Kasara	Math 124+Math 347 Coreq Mtg 2	\$85.30	04/26/19-04/26/19
Henmi, Judy	DSPS Faculty Coordinator	\$3,665.06	08/19/19-12/18/19
Horikawa, Kazumi	Math 10+Math 317 Coreq Mtg 11	\$127.95	04/18/19-04/26/19
Horikawa, Kazumi	Math 10+Math 317 Coreq Mtg 2	\$170.60	06/14/19-06/19/19
Horikawa, Kazumi	Math 10+Math 317 Coreq Mtg 1	\$98.61	08/30/19-08/30/19
Jacqubino, Alicia	ESL Assessment Reader 9	\$383.85	05/28/19-08/09/19
Jerome, Amanda	ESL Assessment Reader 1	\$170.60	05/28/19-08/09/19
Kelly, Aaron	ESL Assessment Reader 12	\$127.95	05/28/19-08/09/19
Lin, Alice	ESL Assessment Reader 11	\$85.30	05/28/19-08/09/19
Manjarres, Fran	Math 10+Math 317 Coreq Mtg 6	\$127.95	04/22/19-04/26/19
Manjarres, Fran	Math 10+Math 317 Coreq Mtg 8	\$127.95	07/19/19-07/19/19
Morrow, Stacy	Math 10+Math 317 Coreq Mtg 1	\$42.65	04/17/19-04/17/19
Phelps, Kelicia	ESL Assessment Reader 10	\$170.60	05/28/19-08/09/19
Pov, Tina	Math 8+Math 387 Coreq Grp Mtg 2	\$42.65	08/14/19-08/14/19
Romero, Amanda	CTE Committee Faculty	\$5,820.00	08/19/19-12/18/19
	Coordinator		
Shiring, Richard	Math 10+Math 317 Coreq Mtg 12	\$127.95	04/01/19-04/26/19
Shiring, Richard	Math 10+Math 317 Coreq Mtg 1	\$341.20	06/14/19-08/09/19
Shiring, Richard	Math 10+Math 317 Coreq Mtg 3	\$98.61	08/30/19-08/30/19

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Stephenson, Gabrielle	Math 10+Math 317 Coreq Mtg 10	\$106.63	04/18/19-04/26/19
Stephenson, Gabrielle	Math 10+Math 317 Coreq Mtg 11	\$447.83	06/21/19-08/09/19
Warner, Brent	ESL Assessment Reader 4	\$341.20	05/28/19-08/09/19
Wilson, Jeff	ESL Assessment Reader 5	\$255.90	05/28/19-08/09/19
Woodward, Wenying	Math 8+Math 387 Coreq Grp Mtg 1	\$42.65	08/14/19-08/14/19

Non-General Fund/IVC Month to Date: \$13,989.94
IVC APPROVED FISCAL YEAR TO DATE: \$64,284.30

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

	Not to	
	Exceed	
Activity	Amount (\$)	Effective Date
OEI POCR MUS 120	\$1,800.00	08/12/19-08/30/19
SSSP Math Community of Practice	\$438.30	08/19/19-11/25/19
SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
Facilitator		
(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
V-CAT Project Exhibit Review	\$2,132.50	01/14/19-05/24/19
OEI POCR Workshop	\$200.00	08/30/19-08/30/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Data Management HIT Update	\$1,492.75	07/01/19-07/30/19
(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Create POCR Aligned Online	\$2,132.50	01/13/20-05/20/20
Canvas Shell		
OEI POCR Workshop	\$200.00	08/30/19-08/30/19
(SEAP) English PLC Lead	\$1,753.20	08/26/19-12/06/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
OEI POCR Workshop	\$200.00	08/30/19-08/30/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
OEI POCR Workshop	\$200.00	08/30/19-08/30/19
(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
OEI POCR Training	\$2,000.00	08/13/19-08/24/19
AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
	OEI POCR MUS 120 SSSP Math Community of Practice SSSP Week of Workshops Facilitator (SEAP) AHE Practicum V-CAT Project Exhibit Review OEI POCR Workshop AESL Faculty Prof. Development Data Management HIT Update (SEAP) AHE Practicum AESL Faculty Prof. Development OEI POCR Workshop Create POCR Aligned Online Canvas Shell OEI POCR Workshop (SEAP) English PLC Lead AESL Faculty Prof. Development OEI POCR Workshop (SEAP) English PLC Lead AESL Faculty Prof. Development AESL Faculty Prof. Development OEI POCR Workshop (SEAP) AHE Practicum OEI POCR Training	Activity Exceed Amount (\$) OEI POCR MUS 120 \$1,800.00 SSSP Math Community of Practice \$438.30 SSSP Week of Workshops \$200.00 Facilitator \$394.47 V-CAT Project Exhibit Review \$2,132.50 OEI POCR Workshop \$200.00 AESL Faculty Prof. Development \$438.30 AESL Faculty Prof. Development \$438.30 Data Management HIT Update \$1,492.75 (SEAP) AHE Practicum \$394.47 AESL Faculty Prof. Development \$438.30 OEI POCR Workshop \$200.00 Create POCR Aligned Online \$2,132.50 Canvas Shell \$200.00 OEI POCR Workshop \$200.00 (SEAP) English PLC Lead \$1,753.20 AESL Faculty Prof. Development \$438.30 OEI POCR Workshop \$200.00 AESL Faculty Prof. Development \$438.30 OEI POCR Workshop \$200.00 (SEAP) AHE Practicum \$438.30 OEI POCR Workshop \$200.00 (SEAP) AHE Practicum \$394.47

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u> - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
DeMarchi, Joanne	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Donaldson, Lindsay	OEI Online Mentor	\$2,628.80	08/19/19-12/16/19
Druce, Sharon	MA Clinical Success Coordinator	\$1,919.25	07/01/19-07/30/19
Eaton, George	SSP Week of Workshops	\$200.00	08/13/19-08/16/19
Euton, George	Facilitator	Ψ200.00	00/15/19 00/10/19
Eid, Marguerite	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Eldred, Stacy	AEWD Faculty Coordination	\$13,105.17	08/19/19-12/20/19
Evan-Wallins, Patty	Online Educator Program	\$1,279.50	08/19/19-12/18/19
Faulk, John	AEWD Faculty Prof.	\$438.30	08/13/19-12/10/19
, ,	Development		
Fredrickson, Scott	Customized Leadership Training	\$1,402.56	08/15/19-09/26/19
Fredrickson, Scott	Customized Leadership Training	\$682.40	07/25/19-08/01/19
Freshwater-Morris,	Online Educator Program	\$1,279.50	08/19/19-12/18/19
Linda			
Futami, Kimberly	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Gabdrakhmanova,	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
Farida	Facilitator		
Gonsowski, Steven	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
	Facilitator		
Gonzalez, Carly	SSSP Math Community of	\$438.30	08/19/19-11/25/19
	Practice		
Gonzalez, Frank	Teaching Pathways Faculty	\$175.32	08/19/19-12/18/19
	Presentor		
Gonzalez, Frank	SSSP Math Community of	\$438.30	08/19/19-11/25/19
	Practice		
Gordon, Sara	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Gross, Cindy	Gerontology Comp Validation	\$1,753.20	09/01/19-09/30/19
Gross, Cindy	OEI POCR Training	\$2,000.00	09/23/19-10/21/19
Gutierez, Crystal	AEWD Faculty Prof.	\$438.30	08/13/19-12/10/19
	Development		
Hall, Peggy	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Hanson, Maria	CalWORKs Coordination	\$3,155.76	09/09/19-12/18/19
Hardaway, Nicole	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Hedgecock, Jennifer	ZTC Conversion, ENG 1A	\$500.00	08/12/19-09/12/19
Hedgecock, Jennifer	ZTC Conversion, ENG 17A	\$500.00	08/12/19-09/12/19
Hoida, Bridget	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
	Facilitator		
Hoida, Bridget	Online Educator Program	\$1,279.50	08/19/19-12/18/19
Hole, Jason	(SEAP) Math Interviews	\$876.60	08/19/19-12/16/19
Hong, Song	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to	
Name	Activity	Exceed Amount (\$)	Effective Date
Hoolihan, Lori	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Jackson-Signo, Janet	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Kane, Emily	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Kihyet, Connie	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Leonardo, Rebecca	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Long, Shelby	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Lu, Jianhua	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Mackie, Linda	AEWD Faculty Prof.	\$438.30	08/13/19-12/10/19
Mackie, Liliua	<u> </u>	\$436.30	08/13/19-12/10/19
Maior Nicola	Development SSSD Week of Workshope	\$200.00	08/13/19-08/16/19
Major, Nicole	SSSP Week of Workshops Facilitator	\$200.00	08/13/19-08/10/19
Maior Nicola		¢922.50	08/19/19-12/18/19
Major, Nicole	West Hills MOU (Zero Textbook	\$833.50	08/19/19-12/18/19
Maior Nicola	Cost)	¢1 000 00	00/12/10 00/20/10
Major, Nicole	OEI POCR SOC 180	\$1,800.00	08/12/19-08/30/19
Mamoon, Safiah	HIT Marketing & Expansion	\$2,132.50	07/01/19-07/30/19
Marshall, Cynthia	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
McCleave, Sumaya	SSSP Math Community of	\$438.30	08/19/19-11/25/19
M C 1 I 'C	Practice (SEAR) AHER	¢20.4.47	00/06/10 11/01/10
McConkey, Jennifer	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Medling, Jane	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
) / · · · ·	Facilitator	Ф.120.20	00/12/10 12/10/10
Morain, Janice	AEWD Faculty Prof.	\$438.30	08/13/19-12/10/19
N 1 D "	Development	Φ200.00	00/12/10 00/16/10
Myhren, Brett	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
N/ 1 P	Facilitator	Φ1 27 0 5 0	00/10/10 10/10/10
Myhren, Brett	Online Educator Program	\$1,279.50	08/19/19-12/18/19
Myhren, Brett	OEI POCR Review # 2	\$500.00	08/05/19-08/12/19
Nathan, Heather	MA Adminstrative Success Coord	\$2,559.00	07/01/19-07/30/19
Nelson, Terence	Support for V-CAT Innovation	\$3,287.25	08/19/19-12/19/19
Ochi, Shellie	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
	Facilitator	-	
Ochoa, Heidi	Create POCR Aligned Online	\$2,132.50	01/13/20-05/20/20
	Canvas Shell for Spring 1		
Paige, Monique	ZTC Conversion, CDE 7	\$500.00	08/12/19-09/30/19
Pakula, Jennifer	OEI POCR Lead/Reviewer	\$5,500.00	08/12/19-12/06/19
Pakula, Jennifer	West Hills MOU (Zero Textbook	\$833.50	08/19/19-12/18/19
	Cost)		
Pedrals, Maricel	Resource Management HIT	\$1,492.75	07/01/19-07/30/19
	Update		
Pfeiler, Donna	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u> - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Porter, Jennifer	Assist students in Photography	\$2,454.48	09/18/19-12/18/19
	Lab.		
Ried, Silenia	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Robles, Dolores	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Sanders, Carole	HIT Coding Update	\$3,412.00	07/01/19-07/30/19
Schermerhorn, Brock	OEI POCR Review # 3	\$500.00	08/05/19-08/12/19
Shafe, Kia	SSSP Math Community of Practice	\$438.30	08/19/19-11/25/19
Shafe, Kia	(SEAP) Math Interviews	\$876.60	08/19/19-12/16/19
Silveira, Lisa	(SEAP) Math Interviews	\$876.60	08/19/19-12/16/19
Smith, Christina	Teaching Pathways Program	\$600.00	10/16/19-10/31/19
,	Coordinator		
Smith, Kathryn	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Sommerville, Nancy	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Sorenson, Stephanie	SSSP Math Community of Practice	\$438.30	08/19/19-11/25/19
Staley, Deborah	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Taylor, Karen	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
Taylor, Karen	Facilitator	\$200.00	06/13/19-06/10/19
Tener, Andrea	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Tomlinson, Kristen	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Tracy, Jacob	SSSP Math Community of	\$438.30	08/19/19-11/25/19
Truey, succes	Practice Practice	φ 130.30	00/19/19 11/23/19
Voisard, Nobert	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Walker, Tina	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
,	Facilitator	·	
Westphal, Karla	(SEAP) Math Interviews	\$876.60	08/19/19-12/16/19
Wetlesen, Sandra	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Whynaught, Jeffrey	(SEAP) AHE Practicum	\$394.47	09/06/19-11/01/19
Wolff, Michele	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
	Facilitator		
Wong, Julie	OEI POCR Workshop	\$200.00	08/30/19-08/30/19
Yurko, Matthew	SSSP Week of Workshops	\$200.00	08/13/19-08/16/19
	Facilitator		
Zaino-Hall, Rebecca	AEWD Faculty Coordination	\$11,277.45	08/19/19-12/20/19

Non-General Fund/SC Month to Date: \$111,263.47 SC APPROVED FISCAL YEAR TO DATE: \$218,760.21

D. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

 TANRIVERDI, FAWN ID #004923, EOPS-CARE Coordinator/Counselor, Pos #P0004818, School of Guidance and Counseling, Irvine Valley College, has requested to participate in a reduction in teaching contract to 50% workload beginning academic year 2020-21 in accordance with Article XXXI, Section 31.2, of the Academic Employee Master Agreement 2018-2021. CalSTRS Reduced Workload Program participation effective date is July 27, 2020.

E. WORKLOAD BANKING

- LLORENTE, ALEX, ID #001037, Accounting/Business Law/Management Instructor, Pos. #P0001605, Division of Business Sciences and Economic & Workforce Development, Saddleback College, is requesting a banked workload leave for the Spring Semester 2020, based on 15.33 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2018-2021, in compliance with the Workload Banking Program.
- 2. TANRIVERDI, FAWN, ID #004923, EOPS-CARE Coordinator/Counselor, Pos. #P0004818, School of Guidance and Counseling, Irvine Valley College, is requesting a banked workload leave for the Fall Semester 2020, based on 16 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2018-2021, in compliance with the Workload Banking Program.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

		Resignation	Retirement
<u>Name</u>	Position Title	<u>Date</u>	<u>Date</u>
Meyer, John	Chief of Police	12/02/2019	12/03/2019

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.17 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: 2020 - 2021 Tenure Track Hiring Authorization

ACTION: Approval

BACKGROUND

A priority in advancing the missions of Saddleback College and Irvine Valley College is to hire qualified full-time faculty at both colleges.

STATUS

Annually, Saddleback College and Irvine Valley College, through collegial consultation processes, develop lists of recommended full-time faculty positions for recruitment. These positions include proposed, newly created faculty positions as well as faculty positions that already exist but are currently vacant. The college presidents have reviewed the full-time faculty hiring recommendations for the 2020 - 2021 academic year (Exhibits A and B). With Board approval, the positions listed will be authorized for recruitment through academic year 2020 - 2021.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the college faculty hiring lists as shown in Exhibits A and B for the 2020 - 2021 academic year. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the presidents and approved by the chancellor.

Saddleback College

Tenure Track Hiring Authorization 2020 - 2021 Academic Year

Division/School	Academic Discipline	Vacant/New Position
Social & Behavioral Sciences	Political Science	Vacant
Econ. & Workforce Dev. & Business Science	Business	New
Fine Arts & Media Technology - CTVR	Film Production & Critical Studies	Vacant
Extended Learning	Adult Education OASIS	New
Mathematics, Science & Engineering	Computer Science	New
Mathematics, Science & Engineering	Physics and Astronomy	Vacant
Fine Arts & Media Technology -CTVR	Video Post Production	New
Liberal Arts	English	New
Counseling	Full Time Counselor	Vacant
Liberal Arts	ESL	Vacant
Econ. & Workforce Dev. & Business Science	Business	Vacant
Kinesiology & Athletics	Adapted Kinesiology	New
Liberal Arts	English	Vacant
Math, Science & Engineering	Geology	New
Health Sciences & Human Services	Nursing	Vacant

New = New position to be approved by the Board of Trustees Vacant = Previously approved position

Authorized for recruitment through academic year 2020 - 2021.

Irvine Valley College

Tenure Track Hiring Authorization 2020 - 2021 Academic Year

Division/School	Academic Discipline	Vacant/New Position
Languages and Learning Resources	Foreign Languages (Japanese)	Vacant
Social and Behavioral Sciences	Economics	Vacant
Physical Sciences and Technologies	Physics	New
Life Sciences and Technologies	Biology	New
Math and Computer Science	Computer Science	Vacant
Social and Behavioral Sciences	Human Development	Vacant
Languages and Learning Resources	English as a Second Language	New
Business Science	Accounting	Vacant
Humanities	History (Ethnic Studies)	New
Math and Computer Science	Mathematics	New
The Arts, Library, and Online Education	Art	New
Business Science	Accounting	New
Guidance and Counseling	Counseling (General)	New
Languages and Learning Resources	English as a Second Language	New
Guidance and Counseling	Counseling (General)	New
Life Sciences and Technologies	Biology	New
Languages and Learning Resources	English as a Second Language	Vacant
Math and Computer Science	Mathematics	New

New = New position to be approved by the Board of Trustees Vacant = Previously approved position

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 6.18

DATE: 10/28/19

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 <u>Irvine Valley College</u>. Totals paid to date are shown for informational purposes only.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
October 28, 2019	IVC Canvas Conversion	-	
September 23, 2019	IVC Canvas Conversion	-	
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. <u>ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND</u> - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated as indicated below for the <u>Canvas Conversion</u> (SC converted beginning Fall 2017) - 2017/2018, 2018/2019 and 2019/2020 fiscal years.

2018/2019 and 2019/2	2020 fiscal years.		
	•	Not to Exceed	
<u>Name</u>	Activity	<u>Amount (\$)</u>	Effective Date
Chang, Sarah	Canvas Conversion, Online	\$5,000.00	08/19/19-12/18/19
Long, Clifton	Canvas Conversion, Online	\$5,000.00	08/19/19-12/18/19
October 28, 2019	SC Canvas Conversion	\$ 10,000.00	
September 23, 2019	SC Canvas Conversion	1,000.00	
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	
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	
			•

\$ 1,180,500.00

TOTAL TO DATE:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.19 DATE: 10/28/19

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. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4000)
 - a. GARCIA, ARMANDO is to be employed as Senior Transfer Center Specialist, Pos. #P0015033, Career/Placement Center, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, Step 1, 40 hours per week, 12 months per year, effective September 23, 2019. The Board of Trustees approved this position on February 25, 2019.
 - b. PRICE, HOLLY is to be employed as Communications Specialist, Pos. #P0014325, Public Information, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, effective September 9, 2019. The Chancellor approved this position on August 28, 2019.
 - c. REYES, MARCELA is to be employed as Research & Planning Analyst, Pos. #P0005657, Research, Planning and Accreditation, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 3, 40 hours per week, 12 months per year, effective September 5, 2019.
 - d. THERIAULT, DONALD is to be employed as Clerical Assistant, Categorical, Pos. #P0015070, Veterans Services Center, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective September 30, 2019. Employment in this position is contingent upon funding by the Innovation Grant. The Board of Trustees approved this position on March 25, 2019.
 - e. TITKO, OLGA is to be employed Accounting Specialist, Pos. #P0004073, Accounting, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, effective October 1, 2019.

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS

- 1. CONTRACTS SPECIALIST, Pos. #P0016670, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Procurement, Central Services and Risk Management, District Services, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 17, 2019. This position was approved by the Chancellor on September 17, 2019.
- 2. SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0016723, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Technology Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 17, 2019. This position was approved by the Chancellor on September 17, 2019.

B. <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS</u> – Continued

- 3. COUNSELING OFFICE ASSISTANT, CATEGORICAL, Pos. #P0016671, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Veterans Education and Transition Services (VETS), Student Equity and Special Programs, Saddleback College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective September 17, 2019. Employment in this position is contingent upon funding by the Veteran Resource Center. This position was approved by the Chancellor on September 17, 2019.
- 4. STUDENT SERVICES SPECIALIST, CATEGORICAL, Pos. #P0016672, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Outreach and Recruitment, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 17, 2019. Employment in this position is contingent upon funding by the California College Promise. This position was approved by the Chancellor on September 17, 2019.
- 5. STUDENT SERVICES SPECIALIST, CATEGORICAL, Pos. #P0016676, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Financial Aid, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 17, 2019. Employment in this position is contingent upon funding by the California College Promise. This position was approved by the Chancellor on September 17, 2019.

C. REORGANIZATION/RECLASSIFICATION

- 1. SADDLEBACK COLLEGE seeks authorization to reorganize, freeze and replace with the following classified position, within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021.
 - a. REORGANIZE DEVELOPMENT ASSISTANT I TECHNOLOGY AND DONOR/ALUMNI DEVELOPMENT, CATEGORICAL, Pos. #P0007015, Development Services, Foundation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, full-time, 40 hours per week, 12 months per year;
 TO DEVELOPMENT ASSISTANT II TECHNOLOGY AND DONOR/ALUMNI DEVELOPMENT, CATEGORICAL, Pos. #P0016765, Development Services, Foundation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, full-time, 40 hours per week, 12 months per year position, effective October 1, 2019. Employment in this position is contingent upon funding by Foundation Payroll. This reorganization was approved by the Chancellor on October 1, 2019.
 - i. **REORGANIZE** EMILY CRAMER, ID #018552, from DEVELOPMENT ASSISTANT I TECHNOLOGY AND DONOR/ALUMNI DEVELOPMENT, CATGORICAL, Pos. #P0007015, Development Services, Foundation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, Step 5, full-time, 40 hours per week, 12 months per year; to DEVELOPMENT ASSISTANT II TECHNOLOGY AND DONOR/ALUMNI DEVELOPMENT, CATEGORICAL, Pos. #P0016765, Development Services, Foundation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Step 5, full-time, 40 hours per week, 12 months per year, effective October 1, 2019.

C. <u>REORGANIZATION/RECLASSIFICATION</u> – Continued

- 2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Sections (a), (b), and (c) Recruitment 53021, from reporting to the Executive Director of College Foundation, to begin reporting to the Director of Fiscal and Contract Services, effective November 1, 2019.
 - a. Senior Accounting Specialist, Pos. #P0004017 (Appointed to Andrew Hom, ID #022097)

D. <u>AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON CLASSIFIED POSITIONS</u>

1. SWIMMING POOL MAINTENANCE WORKER, Pos. #P0003230, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to decrease the hours per week for this full-time, 40 hours per week, 12 months per year position, to part-time, 25 hours per week, 12 months per year, effective September 17, 2019. (Position #P0003230, is vacant)

E. CHANGE OF STATUS

1. IRVINE VALLEY COLLEGE (IVC): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 4000)

	Assignment	Assignment	Range/	Hours/	Effective
<u>Name</u>	<u>From</u>	<u>To</u>	<u>Step</u>	Week	<u>Date</u>
	P0005114, Senior	P0016723, Senior			
Alvarez, Stefanie	Administrative Assistant	Administrative Assistant	127/7	40	09/20/2019

F. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION

1. GIL, CHANTELLE, ID #020725, Program Assistant, Categorically Funded, Pos. #P0011295, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 40 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 "Bilingual Stipend", effective November 1, 2019.

- **G. <u>OUT OF CLASS ASSIGNMENTS</u>** FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.
 - 1. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

			Range/		Effective
<u>Name</u>	Permanent Assignment	Temporary Assignment	Step	Hours	<u>Date</u>
	P0011295, Program	P0016598, Senior			
Gil, Chantelle	Assistant (Cat. Fund)	Administrative Assistant	127/1	40	10/08/2019
	P0003524,	P0016574, Senior			
Ramirez, Reenie	Administrative Assistant	Administrative Assistant	127/2	40	09/23/2019
	P0005001, Program	P0016597, Senior			
Ramos, Diana	Assistant, (Cat. Fund)	Administrative Assistant	127/2	40	09/30/2019

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

		Resignation	Retirement
<u>Name</u>	Position Title	<u>Date</u>	<u>Date</u>
Chacon, Benjamin	Public Safety Assistant	09/24/2019	N/A
Dorman, Joshua	Research & Planning Analyst	10/04/2019	N/A
Fernandez, Kenneth	Swimming Pool Maintenance Worker	06/28/2019	06/29/2019
Kwan, Laura	Community Education Program Specialist	01/29/2020	N/A
Ramchandani, Brittany	Senior Administrative Assistant	09/13/2019	N/A
Santos, Kelly Mark	Custodian	09/11/2019	N/A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.20 DATE: 10/28/19

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 Exhibits A and B.

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)

		Hourly	
<u>Name</u>	<u>Classification</u>	Rate (\$)	Start Date
Aldaco, Yesenia	Office Asst./SC	19.53	09/11/19-06/30/20
Casaletta,	Office Asst./SC	19.53	09/17/19-06/30/20
Keirstenrichell			
Daniels-Norris,	Lab. Tech., Consumer Sci./SC	16.00	09/09/19-06/30/20
Kimberly			
Faulkner, Richard	Lab. Tech., Life and Phys. Sci./IVC	24.39	08/26/19-06/30/20
Goodwin, Alicia	Office Asst./IVC	19.53	09/06/19-06/30/20
Hernandez, Alondra	Prog. Asst./SC	19.00	09/02/19-06/30/20
Kindred, Nakiesha	Sr. Admin. Asst./IVC	27.60	09/19/19-06/30/20
Nguyen, Nhi	Sr. Counseling Off. Asst./IVC	22.65	08/30/19-06/30/20
Novoa, Dalia	Office Asst./IVC	19.53	09/06/19-06/30/20
¹ Parra, Jacqueline	Prog. Asst./SC	19.00	09/02/19-06/30/20
Petersen, Matthew	Groundskeeper/SC	22.10	09/03/19-06/30/20
Shenkin, Michele	Library Tech./SC	26.27	09/12/19-06/30/20
Swanson, Sherrie	Comm. Specialist/DS	27.60	09/09/19-06/30/20

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2019/2020** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		<u>Hourly</u>	
<u>Name</u>	<u>Position</u>	Rate \$)	Start/End Date
Bell, Dylan	TMD Aide/IVC	12.50	09/16/19-06/30/20
Brown, Natasha	Project Specialist (Perkins)/SC	13.00	09/11/19-06/30/20
Campos, Bryan	Project Specialist (Perkins)/SC	15.00	09/25/19-06/30/20
Chacon, Justine	Coaching Aide/SC	25.00	08/26/19-06/30/20
Chiu, Linda	Project Specialist (CDC)/SC	15.00	08/26/19-06/30/20
Connelly, Emma	Project Specialist (Kines.)/SC	25.00	09/06/19-06/30/20
Dillon, Natasha	Coaching Aide/IVC	25.00	09/18/19-06/30/20
Duval, Jaydon	Project Specialist (Perkins)/SC	20.00	09/27/19-06/30/20
Fermin, Marco	Coaching Aide/IVC	25.00	08/26/19-06/30/20
Golab, Noosha	Project Specialist (Perkins)/SC	15.00	09/25/19-06/30/20
Jones, Rory	Coaching Aide/IVC	25.00	09/03/19-06/30/20
LeVander, Alison	Coaching Aide/SC	25.00	08/26/19-06/30/20
Lumboy, Cyril	Project Specialist (CTVR)/SC	20.00	09/19/19-06/30/20
McClain, Alexander	Adapted Kines. Aide/SC	13.50	09/05/19-06/30/20

¹ Daughter of Lori Parra, Extended Opportunity Program Specialist, Saddleback College October 28, 2019

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

		Hourly	
<u>Name</u>	<u>Position</u>	Rate \$)	Start/End Date
Ohana, Noah	Outreach Aide/SC	13.50	09/16/19-06/30/20
Ong, Lay Chin	Clerk/IVC	18.00	08/19/19-06/30/20
Panina, Rimma	Project Specialist (CTVR)/SC	20.00	09/19/19-06/30/20
Payne, Roxanna	TMD Aide/IVC	12.50	09/04/19-06/30/20
Perez, Christina	TMD Aide/IVC	20.00	09/24/19-06/30/20
Rosa, Zoey	Project Specialist (Perkins)/SC	14.00	09/18/19-06/30/20
Schanderl-Richardson,	Coaching Aide/SC	25.00	08/26/19-06/30/20
Alexis			
Smith, Joshua	Project Specialist (Perkins)/SC	20.00	09/25/19-06/30/20
Stein, Abby	TMD Aide/IVC	12.50	09/27/19-06/30/20
Stoker, Brandon	Coaching Aide/SC	25.00	08/26/19-06/30/20
Vigo Janampa, Yesari	Project Specialist (Adult	19.00	08/30/19-06/30/20
-	Ed.)/SC		
Wallace, Cheryl	Project Specialist (Perkins)/SC	14.00	09/25/19-06/30/20
Ward, Conor	Coaching Aide/IVC	25.00	09/24/19-06/30/20
Williams, Elizabeth	Project Specialist (Strng Wkfrc	15.00	08/26/19-06/30/20
	Grant)/SC		
Zaragoza, Elizabeth	TMD Aide/IVC	12.50	09/10/19-06/30/20

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.

Name	Start/End Date
Aguilar, Nathaniel	08/27/19-06/30/20
Davison, Lynnsey	08/26/19-06/30/20
Hashemi-Nejad, Haniyeh	08/26/19-06/30/20
Jefferson, Jonathan	09/16/19-06/30/20
Kaiser, Keane	08/15/19-06/30/20
Kefu, Sione	09/26/19-06/30/20
Medukonduri, Nikhil	08/30/19-06/30/20
Orlando, Gabrielle	08/27/19-06/30/20
Paczkowski, Taylor	08/15/19-06/30/20
Rennie, Ian	09/05/19-06/30/20
Rodriguez, Arturo	09/23/19-06/30/20
² Schenitzki, Maxwell	08/27/19-06/30/20
Torres, Calen	08/27/19-06/30/20
Tu, Jeng-Rung	09/24/19-06/30/20

 $^{^{2}}$ Son of Lisa Schenitzki, Psychological Health Services Supervisor, Saddleback College October 28, 2019

A. <u>NEW PERSONNEL APPOINTMENTS</u> - 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 **2019/2020** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
Buckley, Kellie	Clinical Skills Spec./SC	30.00	08/19/19-06/30/20
Campbell, Brooke	Tutor/SC	15.00	09/15/19-06/30/20
Casimiro, Kenneth	Tutor/SC	12.50	08/15/19-06/30/20
Chabok, Milad	Tutor/SC	12.50	08/15/19-06/30/20
Chang, Selene	Tutor/IVC	14.00	09/18/19-06/30/20
Chu, Erica	Tutor/IVC	14.00	09/03/19-06/30/20
Cozzens, Brendon	Tutor/SC	12.50	08/15/19-06/30/20
Daher, Mohammad	Tutor/IVC	14.00	09/10/19-06/30/20
Davis, Sarah	Tutor/IVC	16.00	09/05/19-06/30/20
³ Diamond, Nicholas	Clinical Skills Spec./SC	15.00	09/05/19-06/30/20
Dubovyk, Yuliy	Tutor/SC	12.50	08/15/19-06/30/20
Evans, Brandon	Tutor/SC	12.50	08/15/19-06/30/20
Garnica, Kevin	Tutor/SC	12.50	09/04/19-06/30/20
Joyce, Hillary	Tutor/SC	14.00	08/19/19-06/30/20
Karimi Hashjin, Keivan	Tutor/IVC	13.00	08/26/19-06/30/20
Kimball, Vanessa	Tutor/SC	13.00	09/15/19-06/30/20
Koernicke, Daniela	Tutor/IVC	14.00	09/16/19-06/30/20
Koh, Katie	Clinical Skills Spec./SC	15.00	08/28/19-06/30/20
Korepanova, Larisa	Tutor/IVC	14.00	08/26/19-06/30/20
Kruse, Lea	Tutor/IVC	12.50	08/26/19-06/30/20
Lance, Douglas	Tutor/SC	12.50	09/05/19-06/30/20
Landgard, Brandon	Tutor/SC	12.50	09/18/19-06/30/20
Lillja, Christine	Medical Prof./SC	55.00	08/27/19-06/30/20
Lischer, Matthew	Tutor/SC	12.50	09/15/19-06/30/20
Lurye, Eleanor	Certified Test Proctor/IVC	12.50	08/29/19-06/30/20
Manely, Meena	Tutor/SC	12.50	08/28/19-06/30/20
Martin, Denise	Clinical Skills Spec./SC	30.00	09/11/19-06/30/20
Miller, Frances	Tutor/SC	14.00	09/15/19-06/30/20
Moreno O., Christina	Tutor/SC	14.50	09/15/19-06/30/20
Paganelli, Casey	Tutor/SC	13.00	07/01/19-06/30/20
Pham, Johny	Certified Test Proctor/IVC	12.50	08/29/19-06/30/20
Raja, Zain	Tutor/IVC	14.00	09/25/19-06/30/20
Reed, Katherine	Model/IVC	25.00	09/09/19-06/30/20
Reid, Kimberly	Certified Test Proctor/IVC	12.50	08/29/19-06/30/20
Sajjadi, Seyedeh Shohreh	Tutor/SC	14.00	09/12/19-06/30/20
Sanchez Sanchez, Yareli	Tutor/SC	14.00	09/15/19-06/30/20
Skov, Harrison	Clinical Skills Spec./SC	40.00	09/25/19-06/30/20
Stubbs, Brian	Tutor/SC	13.00	09/15/19-06/30/20
Tran, Anh Phan Diep	Tutor/IVC	14.00	08/27/19-06/30/20
Tsentsiper, Daniel	Tutor/IVC	14.00	09/06/19-06/30/20

 $^{^{\}rm 3}$ Brother of Mitchell Diamond, Clinical Skills Specialist, Saddleback College October 28, 2019

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
Vasquez, Rebeca	Comm. Ed. Trainer/SC	30.00	09/19/19-06/30/20
Warrington, Erica	Clinical Skills Spec./SC	30.00	08/27/19-06/30/20
Wunderlich, Christian	Model/SC	25.00	09/10/19-06/30/20
Yelverton, Michael	Tutor/SC	12.50	08/15/19-06/30/20

B. VOLUNTEERS

1. The following individuals are to be approved as **Volunteers** for the **2019/2020** and **2020/2021** academic years.

Division of Advanced Technology & Applied Science

*Wenzel, Thomas

Office of Economic and Workforce Development, Saddleback College

Estes, Edwin

Office of Extended Education/Emeritus Institute, Irvine Valley College

Cook, Kwang

Office of Student Life, Irvine Valley College

Ikeda, Nancy

School of Guidance and Counseling, Irvine Valley College

Hughes, Yvonne

School of Kinesiology, Health and Athletics, Irvine Valley College

Kim, Esther Siron, Jordan Van de Water, James

Zeldin, Monica

School of Languages and Learning Resources, Irvine Valley College

Guiotoko, Lisa

Division of Liberal Arts, Saddleback College

Garcia, Brittany

School of Physical Sciences and Technologies, Irvine Valley College

Raimondo, Morgan

School of Social & Behavioral Sciences, Irvine Valley College

Maleki, Niusha

^{*}Approval valid to perform volunteer work for a two-year period

C. <u>AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES</u>

1. Approval is requested to increase the District's minimum wage from \$12.50 to \$13.50 per hour on the Non-Bargaining Unit Salary Schedules for 2019-2020, effective December 15, 2019. (Exhibit B)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NON-BARGAINING UNIT SALARY SCHEDULES 2019 - 2020 (eff. 12/15/19)

NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY SCHEDULE*

*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of <u>160 days</u> in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

Range	Hourly Rate
Range 009	13.50
Range 010	14.00
Range 011	14.50
Range 012	15.00
Range 013	15.50
Range 014	16.00
Range 015	16.50
Range 016	17.00
Range 017	17.50
Range 018	18.00
Range 019	18.50
Range 020	19.00
Range 021	19.50
Range 022	20.00
Range 023	21.00
Range 024	22.00
Range 025	23.00
Range 026	24.00

South Orange County Community College District Page 2 – Non-Bargaining Unit Salary Schedules, 2019-2020

Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 027	25.00
Range 028	27.50
Range 029	30.00
Range 030	32.50
Range 031	35.00
Range 032	37.50
Range 033	40.00
Range 034	42.50
Range 035	45.00
Range 036	47.50
Range 037	50.00
Range 038	52.50
Range 039	55.00
Range 040	57.50
Range 041	60.00
Range 042	62.50
Range 043	65.00
Range 044	67.50
Range 045	70.00
Range 046	72.50
Range 047	75.00
Range 048	77.50
Range 049	80.00
Range 050	82.50
Range 051	85.00
Range 052	87.50
Range 053	90.00
Range 054	92.50
Range 055	95.00
Range 056	97.50
Range 057	100.00

South Orange County Community College District Page 3 – Non-Bargaining Unit Salary Schedules, 2019-2020

SHORT-TERM NON-BARGAINING UNIT: (Live Scans required if non-student)

Adapted Kinesiology Aide Ranges 009-022

Campus Security Officer (Short-Term) Ranges 009-037

Certified Test Proctor Ranges 009-022

Child Development Center Aide Ranges 009-022

(Depending on ECE units, Permit)

Clerk -- Short Term Ranges 009-022

(A&R /Comm. Ed./Fiscal Office use only)

Coaching Aide Ranges 009-029

DSPS Notetaker Ranges 009-022 (must be a SC/IVC student)

DSPS Proctor Ranges 009-022

AOJ Trainer Ranges 037-049

Matriculation Proctor Ranges 009-022

Outreach Aide Ranges 009-022

Project Specialist Ranges 009-057 (023+ require HR approval)

Theatre, Music, Dance (TMD) Aide Ranges 009-057 (023+ require HR approval)

STUDENT POSITIONS: (BP 4215 & EC88003)

Student Help Ranges 009-022 (Limited to 20 hours per week)

(Fall, Spring – 12 units; Summer - 6 units)

Work-Study Ranges 009-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human Resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District Page 4 – Non-Bargaining Unit Salary Schedules, 2019-2020

PROFESSIONAL EXPERTS: (Live Scan required)

Administrative Professional Expert Hourly rate determined by position and exp.

Captionist Ranges 022-047

Clinical Skills Specialist (Health Sci.) Ranges 012-037

Interpreter (Sign Language) Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language) Ranges 037-057 (Experience/Certification based)

Medical ProfessionalRanges 029-057Model (Art)Ranges 024-047TutorRanges 007-037

(AA degree/ equiv. knowledge/experience required)

Workforce Trainer Ranges 037-057

COMMUNITY EDUCATION EXPERTS: (Live Scan Required)

<u>Job Title</u>	Ranges available
Aquatics Aide	Ranges 007-022
Recreation Aide	Ranges 007-022
Recreation Leader	Ranges 007-029
Sr. Lifeguard	Ranges 007-022
Adult Education Trainer	Ranges 007-057
Community Ed. Trainer	Ranges 007-057
HSE Trainer (HS Equiv.)	Ranges 007-057

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 7.1

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.

Item Submitted By: Kathleen F. Burke, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 10/28/19

ITEM: 7.2

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.

Dr. Glenn R. Roquemore, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
9/17/2019 9:00am – 1:50pm	VIL 3-05	Lisa Inlow	FN 246, Intro to Culinary Arts	Dan Chlebowski	New Cooking Equipment Demonstration
9/17/2019 2:00pm – 3:00pm	BGS 119	Laura Bonnell	FASH 101	Mary Lombard	Fashion Careers
9/19/2019 10:30am – 11:35am	HS 206A	April Cubbage	SOC 2: Social Problems	Jason J. / Shanti San Francisco	HIV/AIDS Awareness
9/26/2019 12:30pm – 2:00pm	HS 105	Christina M. Jones	HS 119, Intro to Sociology	Valerie Stephens	Laura's House: Domestic Violence
10/1/2019 4:00pm – 5:00pm	BGS 119	Laura Bonnell	FASH 101 Intro to Fashion Industry & Careers	Debbie Bux Hurmitz	Fashion Careers
10/2/2019 10:00am –2:00 pm	BGS 254	Jane Medling	Accounting Society	Cris Avancena Steven Avila Andres Galvis Taline Guignard Chris Pinkstaff	Pursuing an Accounting Major at CSULB
10/2/2019 11:00am – 1:00pm	BGS 250	Dan Walsh	Muslim Student Association	Tarik Ata	Purpose in Education, Work and Career
10/15/2019 9:00am – 10:30am	HS 105	Christina M. Jones	HS 128 / Community Based Corrections	CIA Parole Agent Jose Bergara	Career Path in Parole Suspension
10/15/2019 1:00pm – 2:30pm	HS 105	Christina M. Jones	HS 187 / Juvenile Violence, Gangs and Victimization	Veronica Stephens	Gen Z and Dating Violence
10/16/2019 12:30pm	BGS 132	Farida Gabdrakhmanova	Interior Design	Ozzie Mercado	Using Solid Surface Material and Quartz with Multiple Images
10/16/2019 12:30pm	BGS 132	Farida Gabdrakhmanova	Interior Design	Julie Huelle	Using Solid Surface Material and Quartz with Multiple Images
10/16/2019 6:00pm – 7:00pm	BGS 254	Jane Medling	Accounting Society	Omid Missaghian Maria Mugica	VITA Volunteer Income Tax Assistance Program
10/21/2019 2:00pm – 4:50pm	BGS 119	Catherine Ginther	FASH 141 Apparel Selection	Rebecca Suhrawardi	Fashion Writing, Blogging and Editing
11/5/2019 12:00pm – 1:30pm	Auditorium	Kendrick Kim	BUS 1 / Introduction to Business	Piper Moretti Henry K. Elder	Crypto Currency Markets and Application of Crypto

					Currency in Real Estate Transctions
11/6/2019 9:00am – 10:15am & 10:30am – 11:45am	BGS 144	Lori Hoolihan	FN 50 Fundamentals of Nutrition	Maria Quintanilla	Dietary Supplements
11/20/2019 9:00am – 10:15am & 10:30am – 11:45am	BGS 144	Lori Hoolihan	FN 50 Fundamentals of Nutrition	Steven Sharp	Food Safety, OC Health Care Agency
2/27/2020 12:00pm – 1:30pm	SSC 212	Nicole Major	SOC 1, Intro to Sociology	Beverly Sanborn	Brain Health, Brain Function and Cognitive Decline
2/27/2020 12:00pm –1:30 pm	SSC 212	Nicole Major	SOC 1, Intro to Sociology	Kelli Morris	Financial Abuse

IRVINE VALLEY COLLEGE

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Topic
9/18/2019 11:00am – 2:15pm	B 304	Leslie Lewis	ASESL 520 US Citizenship Test Prep	Graciela Lopez	US Citizenship Test Prep
10/1/2019 12:00pm – 1:00pm	ASIVC PAC Lounge	Amy Hunter	Classified Professional Development Learning Lunches Series	Waddell & Reed	Estate and Long Term Care Planning
10/8/2019 3:30pm – 4:30pm	BSTIC 104	John Russo	Business Leader Society Club	Suzanna Choi	Public Relations
10/9/2019 1:00pm – 2:30pm	SSC 230	Amanda Romero Cindy Voss	Career Chat	Dr. Zeller, DO Family Practitioner	Sharing His Educational and Professional Experience with Students
10/14/2019 6:00pm – 7:00pm	SSC 230	Amanda Romero Cindy Voss	Career Chat	Christy Jacobs	The Geographic Information System (GIS) Industry, Job Outlook, and Skills Required to be Successful
10/14/2019 12:30pm – 2:00pm	SSC 260K	Mark Franco	Undocumented Student Action Week	Lisa Ramirez	AB 540/Deferred Action for Childhood Arrivals Faculty Training – Option 1
10/15/2019 12:30pm – 2:00pm	SSC 260K	Mark Franco	Undocumented Student Action Week	Lisa Ramirez	AB 540/Deferred Action for Childhood Arrivals Faculty

					Training – Option 2
10/16/2019	CEC 6	Gail Schwartz	AESL 505	Deborah Meany	Talking With Your Kid's
8:30am – 11:40am			Advanced Adult ESL Level 5		Teachers
10/18/2019	SSC 260K	Mark Franco	Undocumented Student	Janeth Bucio	AB 540/Deferred Action for
10:00am – 11:30am			Action Week		Childhood Arrivals Staff
					Training
10/21/2019	BSTIC 101	Carolina	CIM/ENTR 117	Ryan Zervakos	LinkedIn
5:30pm – 6:50pm		Kussoy	Social Media Marketing		

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM:

ITEM: 7.3 DATE: 10/28/19

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.

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

FACILITIES PLAN STATUS REPORT *October* 28, 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.socced.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

<u>Project Description</u>: The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	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	Nov 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.

<u>Budget Narrative</u>: 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>	Revision	<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 54% complete.

<u>In Progress</u>: Working with the County of Orange regarding their storm-drain outfall design comments, *installing* site irrigation, *synthetic turf at football and soccer practice fields, site concrete, emergency vehicle access road, site perimeter fencing, and fabricating* elevators and bleachers.

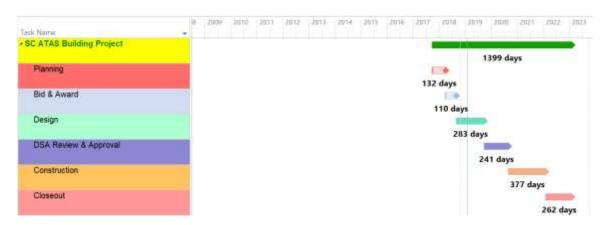
Recently Completed: Roof truss delivery, installing synthetic turf wash down water cannons at practice fields, placing concrete associated with bleacher foundations and building interiors, and placing aggregate base and slot drains at synthetic turf practice fields.

<u>Focus</u>: 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

<u>Project Description</u>: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (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.

	Original	Revision	<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

<u>Status</u>: DSA Review Phase for the ATAS Building project. *Design Development* Phase for the New Connector Road & Parking Lot 5-B.

<u>In Progress</u>: *Design Development Phase* workshop with Saddleback College FMO, IT, Campus Police & Athletics department for the New Connector Road & Parking Lot 5-B.

<u>Recently Completed</u>: DSA approval of Tennis Courts Center. Saddleback College Executive Cabinet, FMO, IT, Campus Police & Athletics department Schematic Design

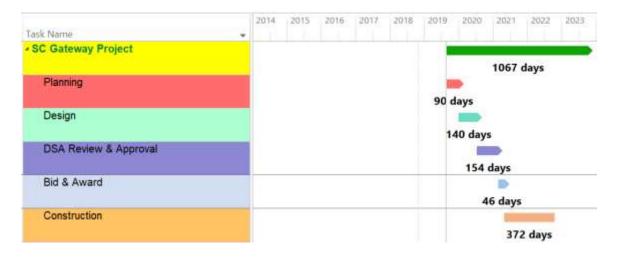
sign-off for the New Connector Road & Parking Lot 5-B. Registered the New Connector Road & Parking Lot 5B Increment No. 01 with DSA.

<u>Focus Issue</u>: *Design Development Phase for* New Connector Road & Parking Lot 5-B and *obtain DSA final approval for the* Tennis Courts Center.

3. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This 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



<u>Budget Narrative</u>: 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	<u>Total</u>
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: Schematic Design Phase (Preliminary Plans).

<u>In Progress</u>: *Schematic Design workshop* meetings with Gateway Building *stakeholders*. *Geotechnical testing performed at the project site*.

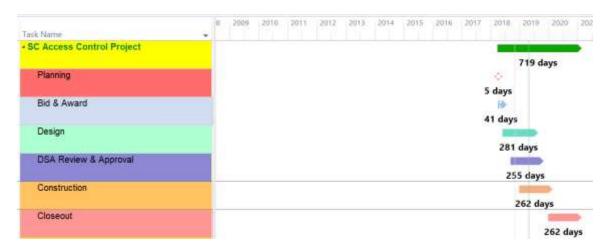
<u>Recently Completed</u>: Saddleback College Executive Cabinet and Gateway Building stakeholders signed-off on the Program Validation Phase deliverables.

<u>Focus</u>: Complete *Schematic Design* Phase, schedule user groups meetings, and perform topographic survey & *fire flow testing* at the *project* site.

4. ACCESS CONTROL PROJECT

<u>Project Description</u>: 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 Close Out	Pending



<u>Budget Narrative</u>: 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>	Revision	<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

<u>Status</u>: Phased Project: Increment 2 construction, including the BGS and SSC buildings is 85% complete. Increment 3 construction, including the LRC, AGB, and HS buildings is 30% complete.

<u>In Progress</u>: Increment 2 and 3 construction is underway. *Increment 3 electrical/data backbone is 75% complete*.

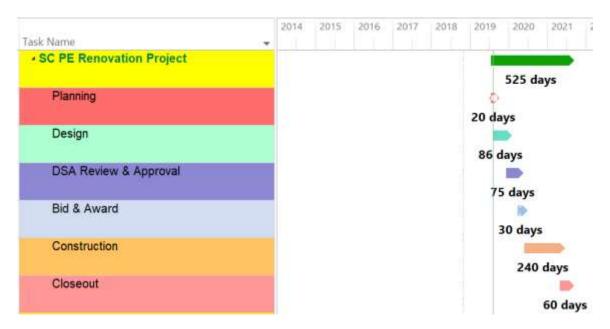
<u>Recently Completed</u>: Increment 2 *cameras and interior doors is complete*. Increment 4 procurement is complete.

Focus: Increment 2 exterior doors. Increment 3 and 4 construction.

5. PE RENOVATION

<u>Project Description</u>: 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



<u>Budget Narrative</u>: 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.

	Original	Revision	<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.

<u>In Progress</u>: Design Development Phase *sign off by faculty and college Executive Cabinet*.

Recently Completed: Design Development documents.

<u>Focus</u>: Design meetings with user group, and preparation of Working Drawings. Presubmission meeting with DSA.

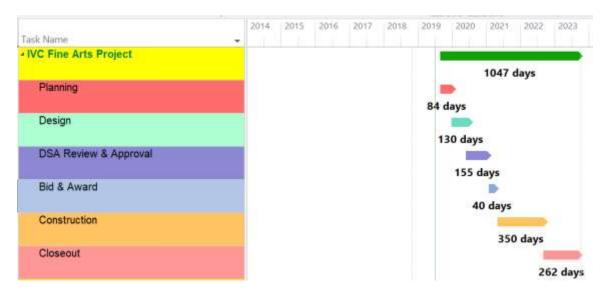
IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

<u>Project Description</u>: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and

expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located 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



<u>Budget Narrative</u>: 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>	Revision	<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: Schematic Design Phase (Preliminary Plans).

<u>In Progress</u>: Schematic Design workshop meetings with Fine Arts stakeholders for development of Preliminary Plans for submission to the State Chancellor's office for review.

Recently Completed: Award of Geotechnical and Special Inspection & Testing Services agreement. Completion of program validation.

<u>Focus</u>: Continue *Schematic Design Phase for* development of Preliminary Plans and perform topographic survey of site.

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

<u>Project Description</u>: 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	Nov 2019	Begin construction	Aug 2020
Start Working Drawings	Jan 2020	Complete Construction	Jan 2021
Complete Working Drawings	Apr 2020	Advertise for FF&E	N/A
DSA Final Approval	Jul 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.

	Original	Revision	<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.

<u>In Progress</u>: Solar firms' are responding to Request for Proposals for Solar Shade project.

Recently Completed: Release of Request for Proposals for Solar Shade project.

<u>Focus</u>: Conduct Pre-Proposal meeting with potential solar firms and respond to any preproposal questions.

3. HEALTH CENTER/CONCESSION PROJECT

<u>Project Description</u>: 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



<u>Budget Narrative</u>: 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.

	Original	Revision	<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 92% complete.

<u>In Progress</u>: Interior flooring, doors and hardware, including access control and landscaping.

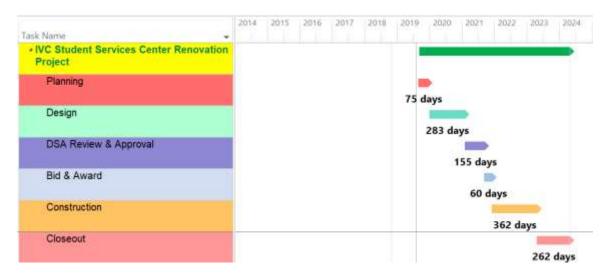
<u>Recently Completed</u>: Site concrete, bleacher assembly, HVAC and lighting controls, commissioning and irrigation.

<u>Focus</u>: Complete *door and hardware installation, access control and landscaping. Begin final punch list.*

4. STUDENT SERVICES CENTER RENOVATION

<u>Project Description</u>: 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



<u>Budget Narrative</u>: Budget reflects Board action on 4/22/2019. On April 22, 2019, the Board approved \$23,850,000.

	<u>Original</u>	Revision	<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 Phase.

<u>In Progress</u>: Programming meetings with college are underway. *Tours of similar facilities at other colleges*.

Recently Completed: Programming meetings 2 and 3 with user group and individual departments.

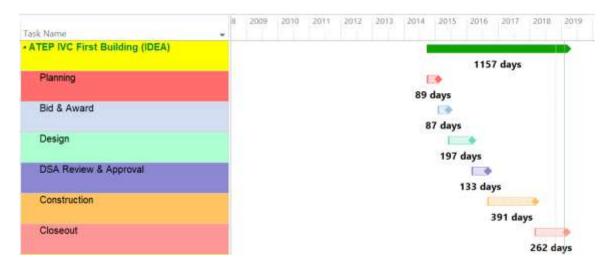
Focus: Complete programming and evaluate feasibility for alternate design solution.

ATEP

1. ATEP - IVC FIRST BUILDING

<u>Project Description</u>: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The 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 50kV 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>	Revision	<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.

<u>In Progress</u>: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). Coordinate warranty related items with contractor.

<u>Recently Completed</u>: Installation of SCE compliant inverters for photovoltaic system.

<u>Focus</u>: 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

<u>Project Description</u>: 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	Nov 2019
Start Working Drawings	Aug 2018	Complete Construction	May 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	June 2020



<u>Budget Narrative</u>: 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>	Revision	<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: Bid Phase.

In Progress: Bid solicitation.

Recently Completed: DSA approved plans.

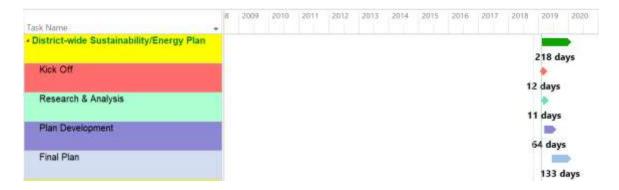
<u>Focus</u>: *Recommend award of contractor agreement* to the board for approval in November.

DISTRICT WIDE

1. SUSTAINABILITY/ENERGY PLAN

<u>Project Description</u>: 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	Dec 2019
Complete Research/Analysis	Aug 2019	Final Plan, Phase II	Dec 2019



<u>Budget Narrative</u>: 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.

	Original	Revision	Total
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: Preparation of draft Integrated Energy Master Plan (IEMP) for review.

In Progress: Initial draft of IEMP.

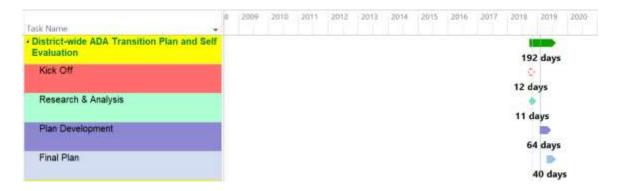
<u>Recently Completed</u>: *Research and Analysis Phase*.

<u>Focus</u>: Complete draft IEMP for District and college review.

2. ADA TRANSITION PLAN AND SELF EVALUATION

<u>Project Description</u>: 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	Nov 2019



<u>Budget Narrative</u>: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	Original	Revision	<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.

<u>In Progress</u>: Consultant response to District review of draft report.

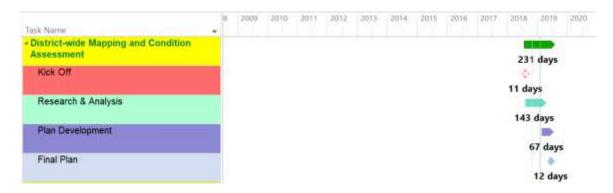
Recently Completed: District review of draft report.

<u>Focus</u>: Complete final plan for district-wide review.

3. MAPPING AND CONDITION ASSESSMENT

<u>Project Description</u>: 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	Mar 2020



<u>Budget Narrative</u>: 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>	Revision	<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 (Final Deliverables Review) at Irvine Valley College.

<u>In Progress</u>: *Initiate Saddleback College Georeferenced Utility Exhibits. Finalize* IVC Acreage Exhibit and finalize the Condition Assessment & Capacity Analysis report.

Recently Completed: Presented Saddleback College Final Condition Assessment & Capacity Analysis Report to FMO & IT Departments. Obtained approval on Saddleback College Acreage Exhibit.

<u>Focus</u>: 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, complete IVC Acreage Exhibit and *Saddleback College Georeferenced Utility Exhibits*.

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.)
 - o 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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.4 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Monthly Financial Status Report

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through September 30, 2019 (EXHIBIT A). A review of current revenues and expenditures for FY 2019-2020 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Unrestricted General Fund Income and Expenditure Summary As of September 30, 2019

			Adopted Budget		Revised Budget	,	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$	77,459,498	\$	77,459,498	\$_	77,459,498	100.00%
SOURCES OF FUNDS								
REVENUES:		•	404 000 000	•	404 000 000	•	10 500 551	0.000/
SCFF Revenue	Various	\$	161,922,903	\$	161,922,903	\$	13,569,554	8.38%
Basic Aid Federal Sources	8100-8199		86,327,097		86,327,097		-	0.00% 0.00%
Other State Sources	8600-8699		- 19,311,977		- 19,311,977		- 1,605,187	8.31%
Other Coal Sources	8800-8899		19,276,659		19,276,659		9,307,179	48.28%
Total Revenue	0000-0000	_	286,838,636	_	286,838,636	_	24,481,920	8.54%
OTHER FINANCING SOURCES								
Sale of Surplus	8910-8919	\$	195,000	\$	195,000	\$	176,612	90.57%
Incoming Transfers	8980-8989	Ψ	8,786,000	Ψ	8,786,000	Ψ	800,000	9.11%
Total Other Sources		_	8,981,000	-	8,981,000	_	976,612	10.87%
TOTAL SOURCES OF FUNDS		_	295,819,636		295,819,636	_	25,458,532	8.61%
USES OF FUNDS EXPENDITURES:								
	1000-1999	\$	88,204,673	\$	88,242,760	\$	17,376,178	19.69%
	2000-1999	Ψ	47,775,711	Ψ	47,779,107	Ψ	7,276,536	15.23%
	3000-3999		62,861,316		62,867,210		11,650,134	18.53%
	4000-4999		2,250,909		2,328,772		381,868	16.40%
	5000-5999		21,178,275		21,078,490		5,142,277	24.40%
	6000-6999		1,060,782		1,035,327		109,242	10.55%
Total Expenditures		_	223,331,666	_	223,331,666	_	41,936,235	18.78%
OTHER FINANCING USES:								
	7300-7399	\$	819,721	\$	819,721	\$	819,721	100.00%
	7300-7399	,	91,000,966	•	91,000,966	•	5,700,000	6.26%
Other Transfers 7	7400-7499		-		-		-	0.00%
,	7500-7699		-	_	-		-	0.00%
Total Other Uses			91,820,687		91,820,687		6,519,721	7.10%
TOTAL USES OF FUNDS		_	315,152,353		315,152,353	_	48,455,956	15.38%
SURPLUS / (DEFICIT)			(19,332,717)		(19,332,717)		(22,997,424)	
ENDING FUND BALANCE		\$	58,126,781	\$	58,126,781	\$	54,462,074	
		· =		- ' -	, -, -	· =		
COMPONENTS OF ENDING BALANCE								
Reserve for Economic Uncertainties		\$	33,469,676	\$	33,469,676			
Reserve for Unrealized Tax Collections	s (Basic Aid)		17,145,419		17,145,419			
Nondesignated Ending Balance		_	7,511,686		7,511,686			
		\$_	-	\$_	-			

NOTE: As of September 30, 2018 actual revenues to date were **8.96%** and actual expenditures to date were **14.35%** of the revised budget to date.

SADDLEBACK COLLEGE

Unrestricted General Fund Income and Expenditure Summary As of September 30, 2019

			Adopted Budget		Revised Budget	,	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$	12,551,485	\$	12,551,485	\$	12,551,485	100.00%
SOURCES OF FUNDS								
REVENUES: SCFF Revenue	Various	φ	90 F2F 440	φ	90 F2F 440	œ.	4,894,081	5.47%
Basic Aid	Various	\$	89,535,410	\$	89,535,410	\$	4,094,001	0.00%
Federal Sources	8100-8199		_		-		<u>-</u>	0.00%
Other State Sources	8600-8699		6,753,131		6,753,131		963,754	14.27%
Other Local Sources	8800-8899		8,110,540		8,110,540		4,724,215	58.25%
Total Revenue		_	104,399,081		104,399,081		10,582,050	10.14%
OTHER FINANCING SOURCES								
Sale of Surplus	8910-8919	\$	117,081	\$	117,081	\$	106,037	90.57%
Incoming Transfers	8980-8989	_	5,147,000		5,147,000	_	800,000	15.54%
Total Other Sources			5,264,081		5,264,081		906,037	17.21%
TOTAL SOURCES OF FUNDS		_	109,663,162		109,663,162		11,488,087	10.48%
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999	\$	51,281,306	\$	51,281,306	\$	10,585,996	20.64%
Classified Salaries	2000-2999		22,154,124		22,154,124		3,370,556	15.21%
Employee Benefits	3000-3999		28,596,060		28,596,060		6,719,388	23.50%
Supplies & Materials	4000-4999		1,226,610		1,228,959		253,069	20.59%
Services & Other Operating	5000-5999		8,694,544		8,692,195		1,596,834	18.37%
Capital Outlay	6000-6999	_	872,282		872,282		76,006	8.71%
Total Expenditures			112,824,926		112,824,926		22,601,849	20.03%
OTHER FINANCING USES:								
Transfers Out	7300-7399	\$	389,721	\$	389,721	\$	389,721	100.00%
Basic Aid Transfers Out	7300-7399		-		-		-	0.00%
Other Transfers	7400-7499		-		-		-	0.00%
Payments to Students	7500-7699	_			<u> </u>	_		0.00%
Total Other Uses			389,721		389,721		389,721	100.00%
TOTAL USES OF FUNDS		_	113,214,647		113,214,647	_	22,991,570	20.31%
SURPLUS / (DEFICIT)			(3,551,485)		(3,551,485)		(11,503,483)	
ENDING FUND BALANCE		\$_	9,000,000	\$	9,000,000	\$	1,048,002	
COMPONENTS OF ENDING BALANCE Reserve for Economic Uncertainties Reserve for Unrealized Tax Collectic Nondesignated Ending Balance		\$	9,000,000	\$	9,000,000			
		\$_		\$				
		=				-		

NOTE: As of September 30, 2018 actual revenues to date were **9.13%** and actual expenditures to date were **20.41%** of the revised budget to date.

IRVINE VALLEY COLLEGE

Unrestricted General Fund Income and Expenditure Summary As of September 30, 2019

			Adopted Budget		Revised Budget		Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$_	4,953,550	\$	4,953,550	\$	4,953,550	100.00%
SOURCES OF FUNDS								
REVENUES: SCFF Revenue	Various	\$	58,103,728	¢	58,103,728	Ф	3,175,999	5.47%
Basic Aid	various	Ψ	30,103,720	Ψ	30,103,720	Ψ	3,173,999	0.00%
Federal Sources	8100-8199		-		_		-	0.00%
Other State Sources	8600-8699		4,494,323		4,494,323		641,433	14.27%
Other Local Sources	8800-8899		11,166,119		11,166,119		4,565,511	40.89%
Total Revenue		_	73,764,170		73,764,170	_	8,382,943	11.36%
OTHER FINANCING SOURCES								
Sale of Surplus	8910-8919	\$	77,919	\$	77,919	\$	70,574	90.57%
Incoming Transfers	8980-8989	_	2,799,000		2,799,000	_		0.00%
Total Other Sources			2,876,919		2,876,919		70,574.00	2.45%
TOTAL SOURCES OF FUNDS		-	76,641,089		76,641,089	_	8,453,517	11.03%
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999	\$	33,313,128	\$	33,338,139	\$	6,516,502	19.55%
Classified Salaries	2000-2999		14,987,798		14,997,798		2,216,256	14.78%
Employee Benefits	3000-3999		19,862,355		19,868,249		4,289,158	21.59%
Supplies & Materials	4000-4999		908,249		938,307		113,796	12.13%
Services & Other Operating	5000-5999		5,932,609		5,911,646		1,052,391	17.80%
Capital Outlay	6000-6999	_	90,500		40,500	_	21,119	52.15%
Total Expenditures			75,094,639		75,094,639		14,209,222	18.92%
OTHER FINANCING USES:								
Transfers Out	7300-7399	\$	-	\$	-	\$	-	0.00%
Basic Aid Transfers Out	7300-7399		-		-		-	0.00%
Other Transfers	7400-7499		-		-		-	0.00%
Payments to Students	7500-7699	_	-		-	_		0.00%
Total Other Uses			-		-		-	0.00%
TOTAL USES OF FUNDS		_	75,094,639	_	75,094,639	· -	14,209,222	18.92%
SURPLUS / (DEFICIT)			1,546,450		1,546,450		(5,755,705)	
ENDING FUND BALANCE		\$	6,500,000	\$	6,500,000	\$	(802,155)	
		=		_		=		
COMPONENTS OF ENDING BALANCE		¢.	6 500 000	ф.	6 500 000			
Reserve for Economic Uncertainties Reserve for Unrealized Tax Collection	ne (Basia Aid	\$ \	6,500,000	Φ	6,500,000			
Nondesignated Ending Balance	no (Dasic Ald	,	-		-			
Nondesignated Ending Dalance			-		-			
		\$_		\$_	-	:		

NOTE: As of September 30, 2018 actual revenues to date were **13.43%** and actual expenditures to date were **19.94%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.5 DATE: 10/28/19

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 August 31, 2019 (EXHIBIT A).

For August, the portfolio was composed of 44.3% common stocks (domestic and international) and 55.7% fixed funds (bonds). The portfolio's performance decreased 0.20%, ending with a fair market value of \$123,206,435 and an annualized return of 5.57% since inception.



September 12, 2019

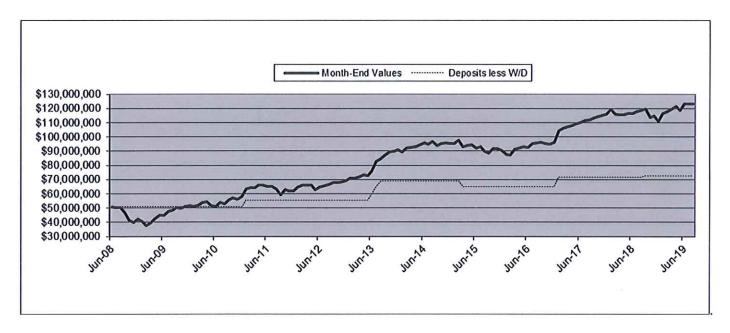
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on August 31st of \$123,206,434.58 your portfolio's performance was down -0.20% for the month and up 5.57% 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 (44.3%) and fixed income funds (55.7%). 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>	August 2019	Year-To-Date	Annualized Since Inception
South Orange CCCD	-0.20%	11.06%	5.57% annualized return
S&P 500	-1.58%	18.35%	10.02% (Domestic Stocks)
MSCI EAFE	-2.59%	9.66%	2.28% (International stocks)
Barclays Aggregate	2.59%	9.11%	4.30% (Domestic Bonds)
Barclays Global	2.03%	7.40%	2.98% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	C	ontributions	Con	tribution Balance	ln	Month-End vestment 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
June-19	\$	-	\$	72,729,695	\$	123,157,480
July-19	\$	-	\$	72,729,695	\$	123,449,353
August-19	\$	-	\$	72,729,695	\$	123,206,435

\$ 72,729,695

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.6 DATE: 10/28/19

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of September 30, 2019 for FY 2019-2020, is attached (EXHIBIT A) for the Board of Trustees' information and review. The FY 2018-2019 actual data will be populated by the state after all districts complete the annual CCFS-311 report and will be reflected in the second quarter report.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

District: (890) SOUTH ORANGE

	L	E THE PI		****
	Fisca	al Year:	2019	202
Quarter	Ended:	(Q1) S	ep 30,	201

Your Quarterly Data is ready	for certification. low and click on the 'Certify This C)uarter' button	
Chief Business Officer		District Con	tact Person
CBO Name:	Ann-Marie Gabel, Vice Chancellor,	Name:	Kim McCord
CBO Phone:	Use format 999-555-1212 949-582-4663	Title:	Executive Director, Fiscal Srvcs/Co
CBO Signature:		227 (4) (4)	Use format 999-555-1212
Date Signed:		- Telephone:	949-582-4661
Chief Executive Officer Name:	Kathleen F. Burke, Chancellor	Fax:	Use format 999-555-1212 949-347-0390
CEO Signature: Date Signed:		— E-Mail:	kmccord@socccd.edu
Electronic Cert Date:			
	Certify This Quarte	er	

California Community Colleges, Chancellor's Office Fiscal Services Unit 1102 Q Street, Suite 4550 Sacramento, California 95811

Sacramento, California 95811

Send questions to:
Christine Atalig (916)327-5772 cataliq@cccco.edu or Tracy Britten (916)324-9794 tbritten@cccco.edu or Tracy Britten (916)324-9794 tbritten@ccco.edu or Tracy Britten (916)324-9794 tbritten or Tracy Britten (916)324-9794 tbr

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2019-2020

District: (890) SOUTH ORANGE

I.

Quarter Ended: (Q1) Sep 30, 2019

			As of June 30 for the fiscal year specified				
	Line	Description	Actual	Actual	Actual	Projected	
			2016-17	2017-18	2018-19	2019-2020	
Un	restrict	ed General Fund Revenue, Expenditure and Fund Balance:					
Α.		Revenues:					

A.	Revenues:			
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	247,386,136	264,707,731	286,838,636
A.2	Other Financing Sources (Object 8900)	4,835,415	3,953,307	8,981,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	252,221,551	268,661,038	295,819,636
В.	Expenditures:			
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	189,573,456	195,156,187	223,331,666
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	57,374,918	68,226,257	91,820,687
B.3	Total Unrestricted Expenditures (B.1 + B.2)	246,948,374	263,382,444	315,152,353
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	5,273,177	5,278,594	-19,332,717
D.	Fund Balance, Beginning	50,616,800	55,889,977	77,459,498
D.1	Prior Year Adjustments + (-)	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	50,616,800	55,889,977	77,459,498
E.	Fund Balance, Ending (C. + D.2)	55,889,977	61,168,571	58,126,781
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	22.6%	23.2%	18.4%
				·

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,365	26,963	0	26,532
-----	---------------------------------------------------------	--------	--------	---	--------

			As of the specified quarter ended for each fiscal year				
III.	Total Gen	eral Fund Cash Balance (Unrestricted and Restricted)	2016-17	2017-18	2018-19	2019-2020	
	H.1	Cash, excluding borrowed funds		52,880,605	62,240,666	61,406,535	
	H.2	Cash, borrowed funds only		0	0	0	
	H.3	Total Cash (H.1+ H.2)	30,118,118	52,880,605	62,240,666	61,406,535	

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	286,838,636	286,838,636	24,481,920	8.5%
1.2	Other Financing Sources (Object 8900)	8,981,000	8,981,000	976,612	10.9%
1.3	Total Unrestricted Revenue (I.1 + I.2)	295,819,636	295,819,636	25,458,532	8.6%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	223,331,666	223,331,666	41,936,235	18.8%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	91,820,687	91,820,687	6,519,721	7.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	315,152,353	315,152,353	48,455,956	15.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-19,332,717	-19,332,717	-22,997,424	
L	Adjusted Fund Balance, Beginning	77,459,498	77,459,498	77,459,498	
L.1	Fund Balance, Ending (C. + L.2)	58,126,781	58,126,781	54,462,074	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	18.4%	18.4%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY		Manage	ment	Academic				Classified	
				Permanent		Temporary			
		Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:									
	Year 1:								
	Year 2:								
	Year 3:								
. BENEFITS:									
	Year 1:								
	Year 2:								
	Year 3:								

^{*} As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI.	. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of
	audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds
	(TRANs), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII.Does the district have significant fiscal problems that must be addressed?

This year?
Next year?

NO NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 8.0 DATE: 10/28/19

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
Saddleback College Classified Senate
California School Employees Association
Police Officers' Association







DATE: October 28, 2019

TO: Members of the Board of Trustees **FROM:** Chancellor Kathleen F. Burke, Ed.D.

SUBJECT: District Services Report for October 28, 2019

Trustee Milchiker Receives "Above and Beyond Award" from Angel Light Academy



On October 5, 2019 the Angel Light Academy honored Trustee Milchiker with the *Above and Beyond* award for her service to the South Orange County Community College District. As one of the founders of the Orange County Community Colleges Legislative Task Force, Trustee Milchiker was recognized as a key voice and leader for advocacy activities that support community college students. Trustee Milchiker was honored with other leaders throughout the county, including Costa Mesa Mayor, Katrina Foley. The mission of the Angel Light Academy is to improve the health, happiness, and well-being of individuals through the practice and demonstration of unconditional love. Their mission is accomplished through service, education, and research. Each awardee was featured in a highlight video during the organization's gala. To view the video of Trustee Milchiker, please click on the link -

https://www.youtube.com/watch?v= 6o0813HDUU.

OCBC Workforce Development Conference

The Orange County Business Council held their annual Workforce Development Conference on Thursday, October 10 at the Hotel Irvine. The 2020 Workforce Indicators Report was unveiled, along with an analysis of the report by Dr. Wallace Walrod, Chief Economic Advisor to OCBC. Attendees gained insight about the emerging trends in the labor market, as well



as opportunities to best prepare a competitive workforce for a 21st global economy. You can find the report, by visiting the link: https://www.ocbc.org/research/workforce-indicators-report/

The Great Shakeout



Students, faculty, and staff of Irvine Valley College, Saddleback College, and the District Services participated in the annual Great California ShakeOut earthquake drill on October 17. The main objective of the Shakeout is to build international awareness around the importance of earthquake preparedness. By participating in a coordinated drill, we have an opportunity to test our systems, processes, and procedures to ensure that we can recover quickly from big earthquakes wherever we live, work, or travel. Many thanks to all of the staff for collaborating on this very important preparation exercise.

SADDLEBACK COLLEGE + IRVINE VALLEY COLLEGE + ATEP

Regional Job Fair

Through collaborative efforts, the South Orange County Community College District will co-host a regional faculty job summit on December 7, 2019 to promote increased diversity in faculty hiring pools. The summit, hosted by seven local Southern California community college districts, will help attendees learn how to navigate through job announcements,



create stand-out application materials, and understand the hiring process. Attendees will also have the opportunity to participate in workshops, mock interviews, faculty meet-and-greets, and have professional head shots taken. Admission to this event is free and the event expects to draw hundreds of potential applicants! Registration is now open - https://www.eventbrite.com/e/city-to-sea-community-college-faculty-job-summit-tickets-74451866537. Many thanks to Vice Chancellor of Human Resources, Dr. Cindy Vyskocil for her leadership with her counterparts across the region to make this job summit happen.

Knock Out Breast Cancer

October is National Breast Cancer Awareness Month and SOCCCD was proud to participate. On October 22, we encouraged staff to wear pink and pick up educational materials as a way to demonstrate our fight against breast cancer. We came together throughout the day to enjoy pink treats, share breast cancer testimonials, and take shots at knocking down cancer. We appreciate all who participated. To learn more, we encouraged staff to visit www.komenoc.org or www.cancer.org for more information about breast cancer prevention and treatment.

State Legislative Update

Governor Newsom has signed several bills relating to key subject areas such as housing, gun violence, and fire protection, just to name a few. Many of the bills we advocated for, this session, have already been signed by the Governor and filed with the Secretary of State. The legislative presentations by Strategic Education Services and Capital Advocacy Partners, that you will hear during the October 28, 2019 board meeting, will provide a more detailed account of the status of bills and will outline some proposed priorities for next session. Meanwhile, the Orange County Legislative Task Force has discussed potential priorities, with the following to consider—affordable housing, student success funding formula, and financial aid. The taskforce met in October and will reconvene before the January CCLC Legislative Conference in Sacramento, CA.



TO: Members of the Board of Trustees

Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for October 28, 2019 Board of Trustees Meeting

Endowment Established in Memory of Jason Schmid, 2015 Alumnus of the Year

Saddleback College is saddened to announce the recent passing of Jason Schmid, a longtime friend of the college and our Alumnus of the Year in 2015. Schmid played football for the Gauchos during the 1980's and was inducted into the CCCFCA Hall of Fame in 2017.

Schmid was a member of the 1984 and 1985 football teams, which amassed a 20-2 record with two conference titles during those seasons. During his freshman season in 1984 he played five different positions: quarterback, running back, wide receiver, slot receiver, and free safety. He settled into the quarterback position as a sophomore and, as the team's starting signal-caller in 1985, he became the first Gaucho to throw for over 350 yards in a single game. He did it twice that season and ended up passing for 2,882 yards and 23 touchdowns while leading Saddleback to an undefeated 11-0 record which led to Mission Conference, state, and national titles. Using the no-huddle offense, Saddleback averaged 92 plays and 41 points per game in 1985.

During that season, Schmid was named the Mission Conference Player of the Year, the regional Offensive Player of the Year, the state Offensive Player of the Year, and the national Offensive Player of the Year. He was also awarded the MVP of the Pony Bowl and garnered first-team All-America honors.

Schmid worked in commercial real estate from 1989 to 2007 and opened JT Schmid's restaurant and brewery on Katella Avenue between Angel Stadium and the Honda Center in Anaheim. He had also opened a second JT Schmid's restaurant and brewery off of Jamboree Road at The District in Tustin.

The Athletics Department and the Saddleback College Foundation have been working with the Schmid family to develop the JT Schmid Family Endowment in his memory that will support Saddleback College Athletics. A \$20,000 commitment has already been secured by a generous family friend that would like to see Jason's memory live on in perpetuity at the college.

Jason Schmid touched the lives of many students and employees alike and was recognized with a tribute and moment of silence at the September 28 football game. Donations to the JT Schmid Family Endowment can be made at https://www.saddlebackcollegegiving.org/JTSchmid.

Contributions will provide an annual scholarship for an outstanding student, and will go toward the athletics department's greatest needs, including team equipment and uniforms, and funding priorities not covered by the college's operations budget.

Saddleback Student Voting Rate Surged in 2018

Saddleback students are civically engaged! A study by the Institute for Democracy and Higher Education at Tuft's University showed that student voting rates at participating colleges nearly doubled in 2018, to 39.1% nationally from 19.7% in 2014. By comparison, Saddleback College students voted at a rate of 50% in 2018, up from 27% in 2014! ASG created initiatives with the Pre-Law Society and American Association of University Women to promote civic engagement on campus. College employees lent a hand to the voting drive. Special thanks to Chris Hargraves, Ari Grayson, Emily Quinlan, volunteers from AAUW, and ASG Leadership for making the 50% target a reality.

Homecoming 2019

The Homecoming football game was held on Saturday, October 19, where the undefeated Gauchos played Southwestern College. A barbecue and games were held before kickoff and were attended by members of the Board of Trustees and administrators, faculty, and staff from the college and district. Half-time featured a cheer routine, recognition of the 1969 football team's conference championship and status as a state finalist, and a scrimmage between two local youth flag football teams.

Unified Basketball Event Celebrates Athletic Diversity

Saddleback College employees cheered on our disabled athletes at an inclusive basketball game on Friday, October 18 from noon to 1:00 pm in the gym. The adapted kinesiology students played basketball with players from the men's and women's basketball teams in a unified game complete with an announcer, cheer squad, and the National Anthem.

The festive event created a "real game" experience for our disabled athletes, with uniforms and referees. Mike Bennett, adapted kinesiology program chair, said, "This experience is incredibly exciting for our young adult students with disabilities. The Saddleback College athletes will be there to facilitate the game, but in return will be able to make new friends and get exposure to individuals with disabilities that they may have never had."

Real Estate Education Center Hosts Conference for Faculty

The California Community Colleges Real Estate Education Center, a Saddleback College grant-funded project from the Foundation for California Community Colleges, held the Southern California Conference for Real Estate Faculty on October 4 in Newport Beach. The two conferences a year hosted by the Real Estate Education Center are the only state-wide professional development conferences for real estate faculty. Fall conference topics included student retention and success strategies, real estate legal updates, Department of Real Estate licensing statistics and regulatory changes, student scholarship opportunities, and real estate curriculum development. More than 65 people attended, including 40 real estate faculty representing the 68 community colleges with real estate programs. Saddleback College continues to lead in real estate education, with one of the largest programs supporting students in vocational real estate education.

Adult Education Bridge Event

On the evening of October 3, approximately 150 students from the Adult Education Program visited the Saddleback College campus for the Bridge Event, which provides an opportunity for Adult Education students to gain tools to support their academic journeys. The students attended a resource fair with support from financial aid, student development, EOPS, counseling, and the Promise Program. The students participated in break-out sessions with information including Non-Credit to Credit Transitions, Work/School and Life Balance, Financial Aid, Fast Track Certificates, ESL Classes at Saddleback College, U.S. Citizenship Prep Courses, and Being Involved on Campus. The event culminated

with a student panel comprised of current and former AESL off-campus students who shared their experiences in our programs.

WALL Literary Journal Wins Award in National Competition

WALL Literary Journal, a campus publication featuring the literature and artwork of Saddleback College students, has received a Third Place award in a national literary magazine competition sponsored by the Community College Humanities Association.

The CCHA, a Baltimore-based national organization that promotes the teaching of the humanities at community colleges, selected the 2018 edition of WALL for this distinction in the Pacific-Western Division.

In addition, the CCHA singled out two students for recognition as individual winners in the categories of Art and Photography. Amy Kaplan received Third Place for a photograph titled "Fight Like a Girl." Sharon Yu received a Third Place award for her oil painting titled "Tibetan Prayer."

WALL is created annually by students enrolled in English 160, a three-unit class devoted to production of the journal. Students are involved in reading, selecting, and editing submissions as well as layout, design, and publicity. The journal is produced during the Spring Semester and distributed on campus in the Fall Semester.

Advanced Technology and Applied Science Update

Lisa Inlow (culinary arts) participated in the Vital Link Culinary Arts and Hospitality Regional Advisory Board on October 11. She spoke to over 100 industry representatives, high school counselors, and faculty related to opportunities and trends in the culinary field. She was able to share the value of the Saddleback program where we work with a broad demographic base including K-12, incumbent workers, and lifelong learners.

The Saddleback Automotive Technology program hosted the semi-annual California Automotive Teacher's (CAT) Conference on October 18 and 19. The event alternates between Northern and Southern California locations; bringing over 200 college and high school faculty to professional development and networking opportunities in the fast growing area of advanced transportation. Vendors participated to provide industry insights and information on workforce trends and necessary skills our students need to be successful as they enter into the workforce.

The Saddleback Automotive Technology program held the 2nd Annual Car show on October 25. It was open to the community. Last year, more than 100 cars were showcased along with our CTE programs demonstrating their technical areas. Over 350 community members attended the event. They learned about the college and its programs, most walking away with information they were not previously aware.

Interior Design student Soraia De Souza won the Platinum Award and a \$500 scholarship for her design project submitted in the student category of the 2019 American Society of Interior Design - Orange County Chapter Design Awards contest. The award was presented at the ASID OC Gala on September 22nd in the Dana Point Yacht Club. Regarding her submission, which was a conceptual design of a spa for multiple sclerosis patients, Soraia said, "A good design incorporates the needs of its users and can change their lives for the better. I strongly believe in my project and its intent to demonstrate that sustainability is the key to our future."

Transfer Fair Sees Record-Breaking Attendance

The Transfer Fair was held on September 10th and had more than 70 universities in attendance. It was a large event with multiple record-breaking attendance numbers at the following workshops: *So you want to be a Bruin?*, *So You want to be a USC Trojan?*, *So you want to transfer to a CSU?*, or UC Santa Barbara Transfer Admission Guarantee workshop. Through our strong relationships with university representatives, many continue to visits the Transfer Center throughout the semester including multiple UC's, CSU's, and private universities. Some examples of current university representative visits include UCLA, UC Irvine, CSU Fullerton, Colorado State University, University of Colorado-Boulder, Mills College, Hope International, Art Center College of Design, University of San Francisco, and Biola University. Thanks to the hiring of two new adjunct faculty we continue to assist the increase in student traffic.

Fine Arts and Media Technology Update

Commercial Music Instructor Ariel Alexander worked as music transcriber for Season 2 of The Masked Singer airing now on FOX, on the finale of Rhythm and Flow (featuring Chance the Rapper, Cardi B and T.I) airing on Netflix, and on HER Breast Cancer Special airing on BET on Wednesday, October 16. McKinney Theatre Technical Director Michael McCormick and former Saddleback Entertainment-Theatre-Technology student Amber Caras worked on the crew for KTLA's broadcast of the 2019 Emmy Awards.

Saddleback Costume Designer Kathryn Bergh's costume designs are featured in Delaware Theatre Company's production of "One November Yankee" starring Stephanie Powers and Harry Hamlin. Kathryn's work will be seen in the Delaware production and then to Off-Broadway at the 59E59 Theatre in New York in November.

Theatre Department Chair William Francis McGuire will be featured as Mr. Fezziwig in South Coast Repertory's production of *A Christmas Carol*. Saddleback Associate Theatre Faculty, Hal Landon, will have his 40th and final year playing Scrooge in this annual Southern California holiday tradition.

New Associate Faculty Luke Yankee, who will be directing the spring musical *Heathers*, is publishing a new textbook entitled The Art of Writing for the Theatre: An Introduction to Script Analysis, Criticism and Playwriting with Bloomsbury Press. Luke's newest play *Marilyn*, *Mom and Me* (about the unlikely friendship of Marilyn Monroe and Eileen Heckert, Luke's mother, during the filming of Bus Stop) was given a rave review by New York critic, Rex Reed.

Saddleback Chamber Singers will be a featured choir at the USC Choral Invitational Festival on Saturday, October 26.

Athletics Update

The Saddleback College football team is currently 5-0 on the season and ranked No. 4 in the nation by JCGridiron.com. The Gauchos have a week off for a bye and will open National Division Southern League play against Southwestern College on Saturday,

October 19 (Homecoming). Saddleback is led by red-shirt freshman quarterback Chance Nolan, who currently has the highest passer efficiency rating in the state (181.3). The Gauchos have defeated College of the Canyons (45-20), Ventura College (48-24), Pasadena City College (53-28), Moorpark College (36-20) and Mt. San Antonio College (27-24) in their undefeated start.

The Saddleback women's cross country team is currently ranked No. 4 in Southern California after a sensational start to the season. The Gauchos have won two meets so far, dominating both the Tour de

Cuesta on August 30 and most recently the Cerritos Falcon Invitational last Friday, October 4. Saddleback is led by sophomore Dana McGrath, who has won three different individual medalist honors. McGrath won the Palomar Invitational (September 6), Golden West Invitational (September 20) and Cerritos Falcon Invitational (October 4) and is a likely candidate to finish in the top-10 at the state finals in November. Saddleback is back in action this Friday at the Brubaker Invitational at Irvine Regional Park.

Respectfully Submitted,

Elliot Stern

President



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:

October 17, 2019

SUBJECT:

President's Report for the October 28, 2019 Board of Trustees

Meeting

Mock Interview Workshop

On Friday, September 27, the Career Center at Irvine Valley College (IVC) hosted a Mock Interview Workshop in the A100 lobby. This was a collaborative event between the Career Center, the Irvine Rotary, and Brandman University that provided students with an opportunity to learn how to write resumes and cover letters, and allowed them to practice interviewing with industry and service professionals.



ASEC Hosts STEM Transfer Talk



On Friday, September 27, the Applied Sciences and Engineering Club (ASEC) hosted its annual STEM (Sciences, Technology, Engineering, and Math) Transfer Talk in the IDEA building. Representatives from UCI, UC San Diego, UC Santa Barbara, Cal Poly Pomona, CSU Long Beach, and CSU Fullerton were in attendance to answer all students' transfer questions and to speak with them about their STEM programs.

IVC Marketing and Creative Services Wins at NCMPR

IVC's Office of Marketing and Creative Services won five Medallion awards at the National Council for Marketing and Public Relations (NCMPR) District 6 conference in Park City, Utah. IVC won gold in the Notes/Cards/Invitations category for the Foundation Birthday Card and in the Poster Series category for the Theatre Posters (Shakespeare, South Pacific, and Arsenic Old Lace). Silver awards were also awarded in the Notes/Cards/Invitations category for the Foundation Thank You Card; the Logo Category for the Promise Logo; and the Original Photography (manipulated) for the Dance postcard. Special congratulations to Lindsey Sweeney and Melinda Wilhelm for their outstanding work as well as the entire Marketing and Creative Services Department.

President's Report to the Board of Trustees October 17, 2019 Page 2

IVC Speech Team Has a Strong Debut



On September 28 and 29, the IVC Speech Team participated in the 2019 Pacific Southwest Forensic Association Warm-Up Collegiate Tournament at El Camino College. In total, 28 students participated in the tournament, but 3 particular, excelled by students. in undefeated and were all presented with a Superior Certificate: Ian Brever and Sam Greenberg for Parliamentary Debate, and Tina Persuasive Speaking. Nine other certificates were

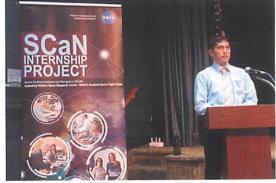
awarded for students placing in the top 20 percent of their field for individual speaking events, or winning 3 out of 4 rounds of debate: Anahita Jafary (Debate), Anni Chen (Informative Speaking), Elidh Stalker (Debate & Extemporaneous Speaking), Hamza Sadiq (Debate), Hedieh Sorouri (Poetry Interpretation), Mira Ogawa (Debate), Saba Qutami (Debate), and Zeynep Cetin (Debate).

Transfer Fair

On October 8, the Transfer Center at IVC hosted its annual transfer fair. Students were given an opportunity to meet with representatives from universities all over the country including the University of California campuses, California State University campuses, and numerous private universities.

Former IVC Student Completes Two Internships at NASA

Ryan Hashi, who attended IVC's School of Integrated Design, Engineering, and Automation (IDEA) in the Spring of 2018, recently completed his second internship with NASA. The first internship took place in January of 2019 at NASA's Langley Research Center in Hampton Virginia. Hashi was one of five people involved in the Digital Transformation Rapid Development Team who was tasked with improving and modernizing NASA software programs. The



second internship was a 10-week internship that began in June 2019 for NASA's Space Communications and Navigation (SCaN) Internship Project at NASA's Glenn Research Center in Cleveland, Ohio. There, he conducted photon entanglement experiments in an optics laboratory, putting his training in IVC's Laser Technology program to good use. He plans to seek employment in a related field and pursue his doctorate in the future.

IVC Hosts its 3rd Annual Walk of Hope

On October 16, IVC hosted its 3rd Annual Walk of Hope to bring attention to the tragic and highly stigmatized topic of suicide. The 1.4 mile walk featured guest speaker Assemblywoman Cottie Petrie-Norris; Keynote Speaker, Robert Stohr, Executive Director of United States Veterans at Patriotic Hall in Los Angeles; and community and mental health agencies who provided educational materials and referrals to participants.

President's Report to the Board of Trustees October 17, 2019 Page 3

IVC's Battery Storage System Up for Red Tape Award Consideration

IVC's "Battery Storage Energy Management System" has been nominated in the "Sustainable and Green Development" category for OCBC's "Turning Red Tape into Red Carpet" Awards, to be announced on November 20, at the Center Club. In summer 2018, IVC partnered with Southern California Edison to deploy 32 high-capacity Tesla battery storage units capable of providing up to 6,300 kW/h of power. The minimum energy cost savings to IVC is \$125,000 annually; over the span of the 10-year contract, the project will save \$2.3 million in taxpayer funds. The new battery system not only saves taxpayer dollars, but provides a sustainable "living laboratory" for faculty and students. Soon, IVC and our local communities will have access to a web app that will show the real-time performance of the batteries from multiple vantage points.

President Roquemore attends AACC's "Unfinished Business" initiative



On September 4, IVC President Glenn Roquemore, traveled to Washington DC to participate in the American Association of Community Colleges (AACC), Unfinished Business initiative. AACC CEO Walter Bumphus invited ten seasoned presidents from across the nation to engage in probing dialog intended to identify issues that prevent students from completing their community college goals nationwide. The Unfinished Business initiative emphasizes fairness and

inclusion and seeks out stellar practices that will help educators create a framework founded on Diversity, Equity, and Inclusion for all students. President Roquemore said, "This was a very rich dialog with shared observations, challenges, and potential solutions. As a country, we are far from embracing differences and discovering the door that leads to opportunity and inclusion for all. I look forward to having a part in our anticipated progress."

IVC Hosts Women's Self Defense Workshop

On Saturday, October 19, Assemblywoman Cottie Petrie-Norris hosted a Women's Self Defense Workshop at IVC. The event was co-hosted by the Irvine Police Department, administrators for IVC, Councilwoman Farrah Khan, and Councilwoman Melissa Fox. Participants took part in a two-hour class designed to teach them basic self-defense skills and to discuss legislative priorities on women's issues and safety.

IVC Participates in the Great California ShakeOut

On Thursday, October 17, IVC participated in the Great California ShakeOut drill. At 10:17am, students, faculty, and staff members practiced the "drop, cover, and hold on" method for protecting themselves in the event of an earthquake. Immediately following the event was a campus evacuation drill. The Great California ShakeOut is the state's effort to assist families and organizations in practicing earthquake safety.