

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting -
Board of Trustees Planning and Operations Committee, Teaching and Learning Committee,
Resources Committee, Governance Committee, Facilities Committee
March 2, 2010 – 6:00 p.m. –
J.F.K. Middle College High School Commons, 1951 Third Street, Norco, California

AGENDA

CALL TO ORDER

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a “REQUEST TO ADDRESS THE BOARD OF TRUSTEES” card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact the Chancellor’s Office at (951) 222-8801 as far in advance of the meeting as possible.

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

I. Comments from the Public

II. Chancellor’s Reports

A. Communications

- Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.

Information Only

III. Board Committee Reports

A. Planning and Operations Committee

1. Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10

- Committee to consider adopting a resolution authorizing the establishment of the Center Status Project at Ben Clark Public Safety Training Center, a Moreno Valley off-campus operation.

Recommended Action: To be Determined.

B. Teaching and Learning Committee (None)

C. Resources Committee

1. 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 36-09/10
- Committee to consider the borrowing of additional funds for fiscal year 2010-2011 and the issuance and sale of 2010-2011 Tax Revenue Anticipation Notes through the California School Cash Reserve Program.
Recommended Action: To be Determined
2. Citrus Belt Savings & Loan Gallery Architectural Study
- Committee to consider a tentative project budget and an agreement to provide design, engineer and construction administration services.
Recommended Action: To be Determined

D. Governance Committee

1. Revised and New Board Policies – Second Reading
- Committee to review revisions to the administrative procedures for the Committees of the Board, AP 2220, and Regular Meetings of the Board, AP 2310.
Recommended Action: To be Determined
2. Revised and New Board Policies –First Reading
- Committee to review new board policies BP 1100 - The Riverside Community College District; BP 6740 - Citizen’s Bond Oversight Committee; and revision to administrative procedure AP 2210 – Officers.
Recommended Action: To be Determined

E. Facilities Committee

1. Project Savings Reconciliation
- Committee to consider approving the adjusted budgets for the projects identified and return the project savings to District Measure “C” funds.
Recommended Action: To be Determined
2. Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10
- Committee to consider adopting an emergency resolution authorizing the emergency repairs, and agreement with Coutts Heating and Cooling to commence the work and construction budget.
Recommended Action: To be Determined
3. Norco Student Support Center – Change Orders
- Committee to consider a change order as described in the project Change Order Summary.
Recommended Action: To be Determined

4. Construction Management Services – Request for Qualification Status Update
- Committee presented with construction management firms who will be interviewed and considered for future District projects.

Information Only

IV. Business from Board Members

V. Adjournment

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: March 16, 2010

Subject: Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10

Background: The Riverside Community College District (RCCD) currently has an agreement with the Riverside County Sheriff's Department for the shared use of the Ben Clark Public Safety Training Center (BCTC) for office space, as well as classroom and laboratory facilities to teach courses in administration of justice, fire technology, and emergency medical services. The District is in the planning process to seek approval for a State-recognized Educational Center (Center Status Project) located at BCTC. On June 16, 2009, the Board of Trustees approved an agreement with tBP/Architecture to collect, prepare and submit to the State the required Letter of Intent and Needs Assessment Study documents for the State approval of the Educational Center at the Ben Clark Public Safety Training Center. Center Status for BCTC will entitle this facility to obtain additional operational funding from the State and the ability to participate in the California Community Colleges Capital Outlay Program.

Likewise, Education Code Section 66904; requires a positive California Postsecondary Education Commission (CPEC) recommendation to allow the Legislature to authorize or acquire new institutions or branches of public postsecondary education and authorize distribution of State funds. CPEC reviews require documentation to determine certain standards are met, such as: financial viability, provision of high quality educational services, and sufficient enrollment to sustain the project in the long-term. In addition to the required supporting documentation, a copy of a resolution by RCCD's Board of Trustees approving the Educational Center must be included with the application submission.

Staff is now requesting Board of Trustees approval of Resolution 40-09/10, to approve and establish an Educational Center at BCTC located in Riverside. The Educational Center will be an off-campus operation owned or long-term leased by the District and administered by the Moreno Valley College. CPEC requires the Educational Center to offer instructional programs leading to (but not limited to) certificates or degrees conferred by the District. A State recognized Educational Center must also enroll in the fall a minimum of 500 Full Time Equivalent Students (FTES) and maintain an on-site administration office. At this time, BCTC's enrollment has exceeded the required enrollment threshold and fall 2008 enrollment exceeds 1,100 FTES. The attached estimated Center Status Milestone Schedule (Exhibit A) to achieve Center Status is included for review.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING AND OPERATIONS COMMITTEE

Report No.: III-A-1

Date: March 16, 2010

Subject: Ben Clark Public Safety Training – Center Status Resolution No. 40-09/10
(continued)

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 40-09/10, authorizing the establishment of an Educational Center (Center Status Project) at the Ben Clark Public Safety Training Center, a Moreno Valley off-campus operation; and for the Riverside Community College District Board of Trustees to sign the associated resolution.

Gregory W. Gray
Chancellor

Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

Monte Perez
President
Moreno Valley College

Reagan Romali
Vice President, Business Services
Moreno Valley College

Cordell Briggs
Dean, Public Safety Education & Training
Ben Clark Public Safety Training Center

Exhibit A

Ben Clark Public Safety Training Center Center Status Project

MILESTONE SCHEDULE

- Background and History August 1, 2009 – October 31, 2009
- Environmental Impact August 1, 2009 – September 30, 2009
- Enrollment Projections September 15, 2009 – December 31, 2009
- Alternative Exploratory August 15, 2009 – November 30, 2010
- Academic Planning & Program Justification August 1, 2009 – February 15, 2010
- Student Services & Outreach August 15, 2009 – March 1, 2010
- Support & Capital Budget Projects August 15, 2009 – March 31, 2010
- Geographic & Physical Accessibility August 15, 2009 – March 31, 2010
- Effects on Other Institutions August 15, 2009 – March 31, 2010
- Economic Efficiency August 15, 2009 – March 31, 2010
- Submittal & Approval Process August 15, 2009 – March 31, 2010
- State Approval of Center Status Summer 2010 (target date)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION OF THE BOARD OF TRUSTEES OF
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE APPLICATION TO ESTABLISH AN
EDUCATION CENTER OF MORENO VALLEY COLLEGE
AT THE BEN CLARK PUBLIC SAFETY TRAINING CENTER

RESOLUTION NO. 40-09/10

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Moreno Valley campus as an education center; and

WHEREAS, in January 2010, the ACCJC acted to Grant Initial Accreditation to the Riverside Community College District for the Moreno Valley campus to become Moreno Valley College; and

WHEREAS, at the regular meeting of March 1-2, 2010 of the Board of Governor's for the California Community College system, the Board approved the establishment of Moreno Valley College as the 111th college in the California Community College system; and

WHEREAS, the Ben Clark Public Safety Training Center is a regional training facility in partnership with Riverside County Sherriff's Department, California Department of Fire (CAL Fire) , California Highway Patrol (CHP), and Riverside Community College District

WHEREAS, Riverside Community College District is the education partner for public safety training and education, dating back to 1953 with Cal Fire and Riverside County Sheriff's Office for public safety training and education; and

WHEREAS, Ben Clark Public Safety Training Center is a central instructional site that provides comprehensive public safety, law enforcement, fire training and emergency services training and education, and

WHEREAS, operations for the Moreno Valley College at Ben Clark Public Safety Training Center has increased over three (3) consecutive years, including enrollment; annually exceeding 500 full time equivalent student, and

WHEREAS, an Educational Center at Ben Clark Public Safety Training would accommodate the increase of operations and enrollment within the community, and

WHEREAS, Riverside Community College District has determined establishing Ben Clark Public Safety Training Center as an Educational Center of Moreno Valley College would better meet the needs of increased operations and student enrollment at the Ben Clark Public Safety Training Center and for Moreno Valley College; and

WHEREAS, the California Postsecondary Education Commission requires a copy of the District resolution to be included within the District's "Letter of Intent," concerning the Board of Trustees approval of an Educational Center, and

NOW THEREFORE, the Governing Board of the Riverside Community College District does hereby find, resolve, determine, and order the establishment of an Educational Center of the Moreno Valley College at the Ben Clark Public Safety Training Center within the Riverside Community College District.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia Blumenthal
President of the Board of Trustees
Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: March 16, 2010

Subject: 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 39-09/10

Background: The District has periodically participated in the Cash Reserve Program sponsored by the California School Boards Association Finance Corporation since 1993, most recently in FY 2009-2010. Through the Cash Reserve Program, districts issue a Tax and Revenue Anticipation Note (TRAN). A TRAN is a short-term debt instrument used to cover cash flow shortages or create additional reserves to a district's general fund. In 2009-2010, the program issued more than \$563 million in notes to more than 145 districts.

The Program's underwriter, Piper Jaffray, sells the notes in the financial marketplace as tax-exempt securities. The notes have a maturity length of one year. The proceeds of the notes are reinvested in high quality taxable investments (AA or AAA rated entities) with a corresponding maturity length. Since both the interest cost and reinvestment rates are guaranteed, the District is not exposed to the market risk of interest rate volatility during the course of the year.

As the Board is aware, with the passage of the State's fiscal year 2009-2010 budget and mid-year adjustments for fiscal year 2008-2009, the District became subject to significant apportionment cash deferrals from the months of January through April to the month of July in the subsequent fiscal year. In addition, the existing June apportionment cash deferral to the month of July has been extended to the month of October. These cash deferrals are expected to be recurring each year.

As discussed at the November 2009 and February 2010 meetings of the Board's Resources Committee, the State's funding strategy of deferring significant amounts of monthly apportionment payments to California community colleges appears to be a permanent part the budget landscape. In FY 2009-2010, District apportionment payments totaling \$19.3 million were deferred from the months of January through June to July 2010. In addition, another \$8.2 million was deferred from the months of July 2009 and March 2010 to the months of October 2009 and May 2010, respectively. Due to the substantial size of these apportionment deferrals and the impact on the District's cashflow, the Board approved an initial TRAN maximum borrowing authorization of \$15 million (March 17, 2009); a subsequent increase to the maximum TRAN borrowing authorization to \$25 million (February 16, 2010); and an authorization for a temporary loan from internal funds in the amount of \$10 million (May 19, 2009).

Current projections indicate that the District will experience a cash flow shortage in July 2010 due to apportionment deferrals and in subsequent months if adoption of a State budget is delayed like it has been for the past two years. In addition, the cash deficits projected for the months of March through June in the current fiscal year will occur again in fiscal 2010-2011.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-1

Date: March 16, 2010

Subject: 2010-2011 – Tax and Revenue Anticipation Note (TRAN) – Resolution No. 39-09/10 (continued)

To protect the District's cash position for FY 2010-2011, the attached TRAN borrowing resolution is presented for the Board's consideration and action. The resolution establishes the District's maximum borrowing amount at \$25 million. Adoption of the attached resolution does not obligate the District to participate in the Program. The resolution delegates the authority to participate in the TRAN program to District staff based on further refinement of projected cash flow needs as we approach the end of the fiscal year and also describes the parameters of issuance.

New in this year's TRAN authorization is authority to issue multiple series of TRANs, up to the resolution limit, under one resolution. This contrasts with the prior year's TRAN whereby an increase to the maximum borrowing authorization was requested of the Board subsequent to original issuance of the TRAN.

We will continue to monitor cash flow over the ensuing months.

Recommendation: It is recommended that the Board of Trustees approve Resolution No. 39-09/10 authorizing the borrowing of funds for fiscal year 2010-2011, the issuance and sale of a 2010-2011 Tax and Revenue Anticipation Note, participation in the California School Cash Reserve Program, requesting the Board of Supervisors of the County to issue and sell said note and authorizing the Board's President and Secretary, the District Chancellor and Vice Chancellor, Administration and Finance, to sign the appropriate documents.

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor, Administration and Finance

Aaron S. Brown
Associate Vice Chancellor, Finance

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

NAME OF DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT*

LOCATED IN: COUNTY OF RIVERSIDE

MAXIMUM AMOUNT OF BORROWING: \$25,000,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2010-2011 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2010 through June 15, 2011 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the

Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in any such Repayment Period (or day preceding a single Repayment Period), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2010, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods

identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of

the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby

authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2010-2011 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2010-2011, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for

Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2004-2005 through Fiscal Year 2008-2009, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2009-2010 and 2010-2011, respectively.

(H) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2010 (the "Fiscal Year 2009-2010") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2009-2010 or Fiscal Year 2010-2011 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.

(S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United

States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2010-2011 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day

after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit

funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this

Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of

the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other

information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

_____ DISTRICT/ _____ BOARD OF EDUCATION
 COUNTY OF _____, CALIFORNIA
 2010-2011 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

	<u>Interest Rate</u> ____%		<u>Maturity Date</u> _____, 2011	
<u>First Repayment Period</u>	<u>Second Repayment Period</u>	<u>Third Repayment Period</u>	<u>Fourth Repayment Period</u>	<u>Fifth Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2011 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/_____
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Governing Board of the [Insert name of District] District/ [Insert name of County if District is an Office of Education] Board of Education, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the ___ day of _____, 2010, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$ _____.

Dated: _____, 2010

Secretary of the Governing Board
of the [Insert Name of District] District/ [Insert name of County if District is an Office of Education] Board of Education



MEMORANDUM

To California School Cash Reserve Program Authority
FROM Orrick, Herrington & Sutcliffe LLP
DATE 2/8/10
RE Questions related to Cross-Fiscal Year TRANs

The State of California (the "State") has deferred a substantial amount of funding for school districts, community college districts and county boards of education from fiscal year 2009-10 to fiscal year 2010-11 (the "Deferred Revenues"). This has complicated the cash flow management activities of those agencies, making it necessary for many of them to consider the issuance of a cross-fiscal year tax and revenue anticipation note ("TRAN") to provide operating liquidity until the State disburses the Deferred Revenues in fiscal year 2010-11.

The issuance of cross-fiscal year TRANs has raised questions about the legality of pledging TRAN repayment funds received in a different fiscal year than when the TRANs were issued. The questions relate to the debt limit imposed on education agencies under Section 18 of Article XVI of the California Constitution and the statutory provisions of the California Government Code (Sections 53850 to 53858, both inclusive, of the California Government Code) which authorize such agencies to borrow money by the issuance of TRANs.

Section 18 of Article XVI of the California Constitution generally limits such agencies' authority to incur indebtedness as follows:

No county, city... board of education, or school district, shall incur any indebtedness or liability in any manner or for any purpose exceeding in any year the income and revenue *provided for such year*, without the assent of two-thirds of the voters....
(Emphasis added.)

Section 53854 of the California Government Code provides, in relevant part, that:

Such [a TRAN] shall be payable not later than the last day of the fiscal year in which it is issued; provided that such note may be made payable during the fiscal year

February 8, 2010
Page 2

succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, when such note is payable only from revenue *received or accrued during* the fiscal year in which issued. (Emphasis added.)

In other words, a TRAN issued in fiscal year 2009-10 may not be payable from the Deferred Revenues (which are to be received in fiscal year 2010-11) unless the Deferred Revenues are determined to be (i) revenues “provided for” fiscal year 2009-10 within the meaning of Article XVI, Section 18 of the California Constitution, and (ii) revenues “accrued during” fiscal year 2009-10 within the meaning of Section 53854 of the California Government Code.

At least one rating agency has indicated that it will require (as part of its criteria for rating a cross-fiscal year TRAN) that a legal opinion be provided to the rating agency with respect to the pledge of revenues to be received in a fiscal year other than the one in which the TRAN is issued.

Orrick, Herrington & Sutcliffe LLP, Bond Counsel for the California School Cash Reserve Program, believes it will be in a position to render a legal opinion substantially to such effect in connection with the pooled 2009-10 Cross-Fiscal Year TRAN program developed by the California School Boards Association. Such opinion will be subject to certain limitations and assumptions, including that each participating local education agency in fact treats the applicable Deferred Revenues as accrued in fiscal year 2009-10 for budgetary, financial reporting and all other relevant purposes.

We hope this memorandum clarifies the questions raised by cross-fiscal year TRANs. If you need further clarification, please contact Donald S. Field, Esq., at (213) 612-2287.

PROPOSED FORM OF SPECIAL COUNSEL OPINION

__, 2010

School Districts Listed on
Schedule I to the Trust Agreement

California School Cash Reserve Program
Certificates of Participation
(2009-2010 TRANS) Series
(Final Opinion)

Ladies and Gentlemen:

We have acted as special counsel to the California school districts, community college districts and county boards of education (the "Districts") identified in Schedule I to the Trust Agreement, dated as of _____, 2010 (the "Trust Agreement"), between the Districts and U.S. Bank National Association, as trustee (the "Trustee"), in connection with the execution and delivery of \$_____ aggregate principal amount of California School Cash Reserve Program Certificates of Participation (2009-2010 TRANS) Series __ (the "Certificates"), evidencing and representing proportionate and undivided interests in the tax and revenue anticipation notes (the "Notes") issued on the date hereof by or on behalf of the Districts. Each Note is issued pursuant to a resolution of the respective issuing District and, for a District that is not fiscally accountable, in certain cases, a corresponding resolution of the County Board of Supervisors of the County in which such District is located (the "County"), each passed and adopted (collectively, the "Note Resolutions") under Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 53850 thereof), and designated the respective District's "2009-2010 Tax and Revenue Anticipation Note." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

In such connection, we have reviewed the Trust Agreement, the Note Resolutions, certificates of the Districts regarding tax and other matters ("the District Certificates") and of the Trustee, and opinions of counsel to the Trustee, the Districts and others, an opinion of Kutak Rock LLP, as special counsel to the Districts, regarding issuance of the Notes by the Districts or Counties, as applicable, and the adoption, legality, validity and enforceability of the Note Resolutions, the Notes and certain other matters, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Certificates has concluded with their execution and delivery, and we disclaim any

obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Districts or the Counties, as appropriate. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Note Resolutions, the Trust Agreement and the District Certificates, including (without limitation) covenants and agreements compliance with which is necessary to ensure that future actions, omissions or events will not cause interest evidenced and represented by the Certificates to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Note Resolutions, the Notes, the Trust Agreement and the District Certificates, and evidenced and represented by the Certificates, and their enforceability, may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts, community college districts, county boards of education and counties in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of any Note Resolution or the Trust Agreement, the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Notes or the Certificates and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

Each Note constitutes the valid and binding obligation of the respective issuing District. The principal of and interest on each Note are payable from Pledged Revenues (as that term is defined in the respective Note Resolution) of the issuing District and, to the extent not so paid, are payable from any other moneys of such District lawfully available therefor.

The Note Resolutions have been duly adopted by the Districts, and each constitutes a valid and binding obligation of the respective District.

The Trust Agreement, assuming due authorization, execution and delivery by the Districts and the Trustee, constitutes the valid and binding limited obligation of the Districts.

The Certificates upon execution and delivery thereof by the Trustee are entitled to the benefits of the Trust Agreement.

Interest on the Notes paid by the Districts and received by the registered owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. The amount treated as interest and excluded from gross income may depend upon the taxpayer's election under Internal Revenue Notice 94-84. Such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the

ownership or disposition of the Certificates or the accrual or receipt of interest evidenced and represented by the Certificates.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE
LLP

per

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: March 16, 2010

Subject: Citrus Belt Savings & Loan Gallery Architectural Study

Background: On April 28, 2009, the Board of Trustees was presented with information regarding the District's Planning of the Market Street Properties. The Market Street Properties is located at the corner of Market Street and University Avenue in downtown Riverside. The properties located along University Avenue have been designed for the Riverside School for the Arts (RSA); two of the three properties along Market Street continue to be studied for future use, however the third property is proposed below. On November 17, 2009, the Board of Trustees approved Resolution No. 16-09/10 as an emergency due to the pre-cast concrete architectural vertical fins being an imminent falling hazard for the Market Street Properties Building known as the Citrus Belt Savings and Loan (CBS&L), also known as the Heiting Building. Also approved, was an agreement with Tilden-Coil Constructors, Inc. in an amount not to exceed \$80,000 to mobilize the demolition contractor. The agreement was funded by the Riverside County/City designated Redevelopment Pass-Through funds (Resource 1180).

Since the CBS&L Building may be repurposed for non-instructional use, District staff is requesting the Board of Trustees to consider approval of architectural studies and plans for the CBS&L Building analyzing its renovation, exposing and restoring its original facade and architecture (Exhibit I). The interior (10,000 square feet) of the building, (located next to White Park) may be renovated to house the Citrus Belt Savings & Loan (CBS&L) Gallery. The CBS&L Gallery would contain a body of materials on the Japanese American experiences during the mid-20th century, including the Miné Okubo Collection entrusted to the District (by the famed artist). The Miné Okubo Collection includes photographs, paintings, sketches and correspondences dating back to the 1930's. The never before exhibited collection, would be a historic addition to the renaissance of downtown Riverside. The CBS&L Gallery project will expand Riverside's art triangle; joining the newly renovated Fox Performing Arts Center (City of Riverside) and the Culver Center recently renovated by the University of California Riverside. In addition, the City of Riverside may join the District in housing local history tied to the era, possible including such works as the Harada Family archival and artifact collections.

Staff is now requesting Board approval of a tentative budget for the Citrus Belt Savings & Loan Gallery Architectural Study and project budget at the Market Street Properties, in the amount of \$4 million. The tentative project budget includes the planning and working drawings, construction renovation, test and inspection services, construction management, and other related plan check fees. If approved, the staff and design team will complete the contract documents and present the final draft to the Board of Trustees for review and approval prior to proceeding to bid.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: III-C-2

Date: March 16, 2010

Subject: Citrus Belt Savings & Loan Gallery Architectural Study (continued)

Additionally, on January 20, 2010 the Miné Okubo Committee of the Board of Trustees (District Board Sub-Committee) recommended the office of Facilities Planning, Design and Construction move forward with a study and design of the (CBS&L) Gallery Project.

Staff therefore requests the Board of Trustees approve the attached agreement with LPA architects to provide design, engineering and construction administration services in an amount not to exceed \$327,500.

To be funded by Riverside County/City designated funds in Resource 1180 - Redevelopment Pass-Through.

Recommended Action: It is recommended that the Board of Trustees approve the Citrus Belt Savings & Loan Gallery Project located at the Market Street Properties, approve a tentative project budget in the amount of \$4 million; approve the agreement with LPA to provide design, engineer and construction administration services in an amount not to exceed \$327,500; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

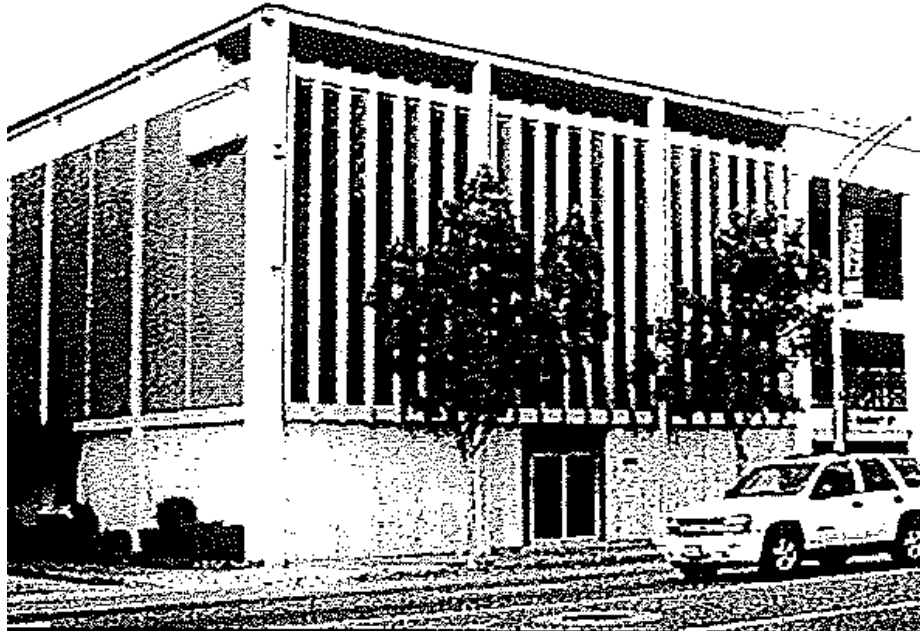
Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Chris Carlson
Chief of Staff/Executive Assistance to the Chancellor
Chancellor's Office

Exhibit I

Citrus Belt Savings & Loan Building

Restoration from this . . .



Back to this . . .



RIVERSIDE COMMUNITY COLLEGE DISTRICT ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and LPA, hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Citrus Belt Savings & Loan Gallery Project, hereinafter referred to as "PROJECT", located at 3845 Market Street, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$4,000,000 in total funding and an estimated construction cost of not to exceed \$3,000,000 for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the 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 II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and

any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, and public utilities, as well as City of Riverside Building construction approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall provide historical renovation specialists required for the facade restoration, as directed by the DISTRICT.
16. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
18. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to the City of Riverside and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

25. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to the City of Riverside and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

26. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the City of Riverside and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the City of Riverside and the local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact

costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

27. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing 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, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, ARCHITECT shall provide DISTRICT and an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, 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 as set forth in Articles V and VI.

28. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. 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.

l. The ARCHITECT shall at no additional cost provide services made necessary by 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 ARCHITECT failed to do.

m. 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 level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. 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 Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, 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. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant change in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a

final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as the City of Riverside and the local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. 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. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an AutoCAD file of all as-built conditions at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide 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.

29. PROJECT Close-Out

a. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory Inspections as returned and done on the PROJECT.

b. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (iii) Weighmaster's Certificate (if required by approved drawings And specifications).
- (iv) Verification by the City Inspector that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. 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 negotiated and approved in writing by the DISTRICT. Such services shall include:

a. 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 and completion of the Construction Documents.

b. 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 which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other service not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. 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 in Article II. 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 negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. 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 Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the

Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the 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.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other

party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or 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 this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination

by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Architect disagree with any audit conducted by District, Architect shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Architect shall not be reimbursed by District for such an audit.

In the event Architect does not make available its books and financial records at the location where they are normally maintained, Architect agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee as set forth on Attachment "A".

Design Development: 15% of estimated Architect Fee as set forth on Attachment "A".

Construction Documents: 40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".

City of Riverside Approval: 5% of estimated Architect fee as set forth on Attachment "A".

Bidding Phase: 3% of estimated Architect fee as set forth on Attachment "A".

Construction Admin: 25%, to be paid monthly based on actual level of completion, based on accepted bid.

Occupancy Approval Notice: 2% of estimated Architect fee as set forth on Attachment "A".

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION 100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. 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 shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$2,000, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, or other public agencies.

ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape ARCHITECT, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. 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 conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (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 ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT 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 ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, 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.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, 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.

3. ARCHITECT 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 ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed

by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT 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 ONE MILLION DOLLARS (\$1,000,000) 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 ONE MILLION DOLLARS (\$1,000,000) 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. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT 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 ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and

maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(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.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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 Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's 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.

5. 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.

6. 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. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

LPA

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Robert O. Kupper, AIA
Chief Executive Officer
5161 California Avenue, Suite 100
Irvine, CA 92617

By: _____
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of actual construction cost. (\$60,000.00)
2. Eleven and one-half percent (11 ½ %) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of actual construction cost. (\$110,000.00)
4. Ten percent (10%) of the next one million dollars (\$1,000,000.00) of actual construction cost. (\$100,000.00)

Total Compensation is not to exceed Three Hundred Twenty-Seven Thousand, Five Hundred Dollars and No Cents (\$327,500.00) of the estimated construction cost of Three Million Dollars (\$3,000,000).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-1

Date: March 16, 2010

Subject: Revised and New Board Policies – Second Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for second reading and approval.

Board of Trustees

AP 2220 – Committees of the Board – Revision of the Administrative Procedure adopted by the Board on September 16, 2008.

AP 2310 – Regular Meetings of the Board – Revision of the Administrative Procedure adopted by the Board on September 16, 2008.

Recommended Action: It is recommended that the Board of Trustees approve Administrative Procedures 2220 and 2310.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Procedure

No. 2220

**Board of Trustees
DRAFT 1/28/10**

AP 2220 COMMITTEES OF THE BOARD

Reference:

Government Code Section 54952

I. Meetings of the Committees

A. Regular Committee Meetings

~~Regular~~ Committee meetings will be **agendized as a regular Board of Trustees meeting and will** held generally **be held** on the first or second Monday or Tuesday of each month at times stated on the agenda.

B. Special Committee Meetings

Special committee meetings may be called by the Committee Chair in consultation with the Board President and the Chancellor.

C. Adjourned Committee Meetings

Adjourned committee meetings may be held as the business of the committee requires. Notice **will be given in accordance with the Brown Act** ~~provisions are the same as for special meetings.~~

D. Place of Meetings

The location of ~~the committee~~ meetings shall be stated on the meeting agenda.

~~E. Quorum~~

~~The presence of either the Committee Chair or the Committee Vice-Chair, and representatives from two constituencies other than the Board, shall constitute a quorum for the transaction of committee business.~~

II. Nature and Purpose of Committees

The committees are a forum where the various constituencies of the District – Trustees, faculty, classified/confidential employees, administrators, and students – meet to discuss issues and to present

ideas. ~~The committees will not take votes, but rather, will hear and discuss opinions.~~ The general purpose of the committees, ~~then,~~ is to provide advice to the Board of Trustees and to effectuate the goals of shared governance. **Generally, no action will be taken on agenda items until the next regularly scheduled Board of Trustees meeting.**

III. Committee Membership

Each **Committee is chaired by** ~~Board member~~ is a member of each committee, with one Board member being the Chair, and another being the Vice-Chair. **The Chancellor will designate, for each Committee, an Administrator to serve as co-chair.** Other members of each committee are the ~~Chancellor; a Vice-Chancellor, a President, the Chief of Staff, and any other person designated by the Chancellor or by the Committee Chair.~~

*Additionally, each committee shall have one representative(s) from each of the following constituencies, appointed annually by each respective group: Academic Senate, Associated Students, CTA, CSEA, and Confidential employees, **and Management Association.**

IV. ***In the event of an absence or unexpected availability of the Committee Chair, the Board President may designate an alternate Board member to chair the Committee.***

V. Committee Officers

A. Committee Chair

The Committee Chair shall:

1. Preside at meetings of the assigned committee.
2. Review the committee agenda.
3. Serve as spokesperson for the committee.
4. Perform such other duties as determined by the Board of Trustees.

~~B. Committee Vice-Chair~~

~~The Committee Vice-Chair shall perform the duties of the Committee Chair when the Committee Chair is unavailable.~~

B. Committee Secretary

The Chancellor, or designee, shall serve as Secretary to all committees and shall, personally or through a designee:

1. Be responsible for all records, minutes, and documents of the committee meetings.
2. Notify members of committee meetings.
3. Attend committee meetings.
4. Prepare the agendas.

VI. Agenda

An agenda shall be prepared and posted for each committee meeting in compliance with the Brown Act.

VII. Minutes

- A. The minutes of the committee meetings shall record those present and who presided over the meeting.
- B. The minutes are public records.

VIII. Public Participation

Members of the public are invited to attend any committee meeting. Any member of the public who wishes to address a committee is requested to fill out a "Request to Address Committee" card. The Committee Chair will invite comments from the public on specific agenda items during the committee meeting.

Public comments are limited to five minutes.

Riverside Community College District Procedure

No. 2310

**Board of Trustees
DRAFT 2/1/10**

AP 2310 REGULAR MEETINGS OF THE BOARD

References:

Education Code Section 72000(d);
Government Code Sections 54952.2, 54953 et seq., and 54961

Regular meetings of the Board shall be held on the ***first and*** third Tuesdays of each month commencing at 6:00 p.m. at a location within the geographical boundaries of the District. ***The meeting on the first Tuesday will contain Board Committee items for discussion, as well as any other items deemed necessary.***

Agendas for each meeting will be posted at least 72 hours prior to the meeting at each campus/college within the District and shall remain so posted up to and including the time of such meeting. If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet at the posted location, meetings shall be held for the duration of the emergency at the place designated by the Chancellor, or his or her designee, in a notice to the local media that have requested notice, by the most rapid means of communication available at the time.

Date Approved: September 16, 2008
(Replaces Regulation 1010)

Revised:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: III-D-2

Date: March 16, 2010

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for first reading.

The District

BP 1100 – The Riverside Community College District. This is a new Policy for the District.

Board of Trustees

AP 2210 – Officers. This is an update to the Administrative Procedure which was approved by the Board on September 16, 2008.

Business and Fiscal Affairs

BP 6740 – Citizens' Bond Oversight Committee. This is a new Policy for the District.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 1100, 2210 and 6740.

Gregory W. Gray
Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy

No. 1100

**The District
DRAFT**

BP 1100 THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

References:

Education Code Section 72000(b);
Elections Code Section 18304

The District has been named the Riverside Community College District.

The name is the property of the District. No person shall, without the permission of the Board of Trustees, use this name or the names of any colleges or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following colleges and/or education center(s):

- **Moreno Valley College**
- **Norco College**
- **Riverside City College**

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

**Business and Fiscal Affairs
DRAFT**

BP 6740 CITIZENS' *BOND* OVERSIGHT COMMITTEE

References:

Education Code Sections 15278, 15280, and 15282;
Calif. Constitution Article XIII A Section 1(b) and Article XVI Section 18(b)

If a bond measure has been authorized pursuant to the conditions of Proposition 39 as defined in the California Constitution, the Chancellor shall establish a Citizens' *Bond* Oversight Committee in accordance with the applicable law and necessary regulations.

NOTE: The **bold type** signifies **legally advised** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in ***italic type*** is additional language to consider including in this policy. There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CCLC and the League's legal counsel)

Riverside Community College District Procedure

No. 2210

**Board of Trustees
DRAFT**

AP 2210 OFFICERS

Reference:

Education Code Section 72000

I. Organization of the Board

A. President

The President of the Board of Trustees shall:

1. Preside at all meetings of the Board unless unavailable.
2. Review the agenda with the ***Chancellor of the District*** ~~President of the College.~~
3. Assign a Trustee to the following committees:
 - a. ***Resources*** ~~Finance and Audit~~
 - b. ***Governance*** ~~Personnel and Labor Relations~~
 - c. ***Facilities*** ~~Planning and Development~~
 - d. ***Planning and Operations*** ~~Academic Affairs and Student Services~~
 - e. ***Teaching and Learning*** ~~Legislative~~
4. Designate a Trustee representative to:
 - a. Riverside County Committee on School District Organization
 - b. Association of Community College Trustees
 - c. California Community College Trustees
 - d. Community College League of California
 - e. Riverside County School Boards Association
 - f. ***Association of Governing Boards of Universities and Colleges***
 - g. Other appropriate recognized organizations
5. Appoint a Trustee to the Board of Directors of the RCC Foundation.
6. Serve as spokesperson for the Board when a decision or consensus has been reached.
7. Work with the Chancellor of the District to plan special events which specifically involve Board members.

8. Sign appropriate correspondence, documents, and certificates.
9. Call special meetings as required in accordance with I. D. above.
10. Perform other duties as prescribed by law or action by the Board.

B. Vice President

The Vice President of the Board of Trustees shall:

1. Sign all official documents as required.
2. Perform the duties required of the President of the Board of Trustees when that individual is unavailable.
3. Perform other duties as prescribed by law or action by the Board.

C. Secretary of the Board

The Secretary of the Board of Trustees shall:

1. Sign all official documents as required.
2. Conduct the official correspondence of the Board.
3. Perform other duties as prescribed by law or action by the Board.

D. Secretary to the Board

The Secretary to the Board of Trustees (Chancellor of the District) shall:

1. Be responsible for all records, minutes, proceedings and documents of the Board.
2. Notify members, the public, and District employees of all Board meetings.
3. Attend all Board meetings.
4. Prepare the agenda for Board meetings.
5. Sign and execute official papers as required.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-1

Date: March 16, 2010

Subject: Project Savings Reconciliation

Background: On February 11, 2010, the Associate Vice Chancellor of Facilities Planning, Design and Construction presented to the Board of Trustees a formal Capital Program Executive Summary (CPES) for review and consideration (Exhibit I). The CPES was presented as a planning tool to identify appropriations and prioritization of projects, as well as provide a roadmap for future Bond expenditures. Today, with the continued expansion and renovation of campuses, construction of new facilities, and added campus health and safety projects, the District has been successful in meeting many of the District's goals. Measure C Bond projects have allowed the District to provide students with classrooms, facilities and sites which improve the quality of learning and expand academic and workforce opportunities.

The Associate Vice Chancellor of Facilities Planning, Design and Construction now presents the Board of Trustees a Project Savings Reconciliation Report (PSR) for review and consideration (Exhibit II). The PSR is intended to reconcile the Board of Trustees approved project budgets with the actual completed project expenditures. Measure C Bond projects to date have amassed actual project savings totaling \$2,713,215.

Recommended Action: It is recommended that the Board of Trustees approve the adjusted budgets for the projects identified within the Project Savings Reconciliation Report (Exhibit II) and return the project savings totaling \$2,713,215 to District Measure "C" funds (Resource 4160).

Gregory W. Gray
Chancellor

Prepared by:

Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

"WORKING DRAFT"
 Exhibit I

RCCD CAPITAL PROGRAM EXECUTIVE SUMMARY

Project Title	Location (M,N,R,D,A)	Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C/ Future Local G.O. Bond	Declining Balance	IPP(0)/FPP(F)	CSPC Prelim. Appv'l	DSPC Prelim. Appv'l	CSPC Final Appv'l	DSPC Final Appv'l	BOT Approval Date	Start Date	Estimated Completion Date	DSA Closure	
INTEREST/INCOME:						\$350,000,000									
1 Total Issuance Premiums (Series A, B & 2007 C)	A	\$14,230,564	-	-	\$364,230,564	-	-	-	-	-	-	-	-	-	-
2 Total Interest Income (2004 - September 30, 2010)	A	\$11,254,156	-	-	\$375,484,720	-	-	-	-	-	-	-	-	-	-
3 Total Other Income (2006 - September 30, 2010)	A	\$6,224,836	-	-	\$381,709,556	-	-	-	-	-	-	-	-	-	-
4 Project Savings	A	\$2,970,678	-	-	\$384,680,234	-	-	-	-	-	-	-	-	-	-
Total		\$34,680,234	\$0	\$0	\$384,680,234										
COMPLETED PROJECTS:															
5 Certificates of Participation (1993 & 2001) - Refunding	A	\$12,492,085		\$12,492,085	\$372,188,149	-	-	-	-	-	6/93	-	-	-	-
6 GO Bond Issuance Related Expenditures	A	\$4,860,905		\$4,860,905	\$367,327,244	-	-	-	-	-	6/05	-	-	-	-
7 Bridge Space	R	\$1,175,132		\$1,175,132	\$366,152,112	-	-	-	-	-	8/23/05	8/31/05	12/13/05	**	
8 District Phone and Voicemail Upgrades	A	\$349,000		\$349,000	\$365,803,112	-	-	-	-	-	4/19/05	-	-	-	-
9 MLK Renovation	R	\$6,144,613	\$5,133,999	\$1,010,614	\$364,792,498	F	-	-	-	-	4/22/04	12/03	8/23/05	C	
10 Room Renovations	N	\$100,020		\$100,020	\$364,692,478	-	-	-	-	-	5/16/06	-	-	-	-
11 Swing Space (Lovekin)	R	\$4,273,734		\$4,273,734	\$360,418,744	-	-	-	-	-	12/14/04	1/3/05	7/1/05	-	
12 Wheelock PE Complex/Athletic Field - Phase I	R	\$4,516,435		\$4,516,435	\$355,902,309	-	-	-	-	-	11/16/04	2/15/05	-	C	
13 Parking Structure - Phase I	R	\$20,940,896		\$20,940,896	\$334,961,413	-	-	-	X	-	2/22/05	2/22/05	11/1/06	C	
14 ECS Secondary Effects	M	\$288,919		\$288,919	\$334,672,494	-	-	-	X	-	9/12/06	-	-	**	
15 RCCD System Office Purchase (Market Street Properties)	D	\$2,629,981		\$2,629,981	\$332,042,513	-	-	-	-	-	12/6/05	-	-	-	
16 Emergency Phone Project	A	\$379,717		\$379,717	\$331,662,796	-	-	-	-	-	-	-	6/17/08	-	
17 PBX Building	R	\$500,000		\$500,000	\$331,162,796	-	-	-	-	-	4/17/07	6/19/07	4/22/08	-	
18 Long Range Master Plans	A	\$1,439,077		\$1,439,077	\$329,723,719	-	-	-	-	-	2/20/07	-	-	-	
19 Hot Water Loop System & Boiler Replacement	M	\$869,848		\$869,848	\$328,853,871	-	-	-	X	-	5/15/07	-	9/16/08	-	
20 Logic Domain - Capital Project Management System	A	\$96,000		\$96,000	\$328,757,871	-	-	-	-	-	3/20/07	-	-	-	
21 Infrastructure Projects (IT Infrastructure Upgrade)	A	\$484,414		\$484,414	\$328,273,457	-	-	-	-	-	11/21/06	-	-	-	
22 Utility Retrofit Project (NORESO)	A	\$6,181,188		\$6,181,188	\$322,092,269	-	-	-	X	-	8/29/06	-	-	C	
23 Stokoe Innovative Learning Center	R	\$10,098,237	\$2,444,632	\$7,653,605	\$314,438,664	-	-	-	-	-	1/24/06	04/06	05/08	**	
24 Modular Redistribution Projects	A	\$10,260,988		\$10,260,988	\$304,177,676	-	-	-	-	-	4/17/07	4/27/08	12/22/08	**	
25 Scheduled Maintenance Match (Historic)	A	\$3,511,299	\$2,140,534	\$1,370,765	\$302,806,911	-	-	-	-	-	06/XX	-	-	-	
26 ECS Building Upgrade	R	\$625,327		\$625,327	\$302,181,584	-	-	-	-	-	11/26/06	-	-	-	
27 Industrial Technology Facility - Phase III	N	\$30,631,826	\$20,484,000	\$10,147,826	\$292,033,758	F	-	-	X	-	12/11/07	12/07	6/1/09	-	
28 Quad Modernization	R	\$12,938,566	\$4,019,766	\$8,918,800	\$283,114,958	-	-	-	-	-	11/15/05	06/07	12/1/09	-	
29 Bradshaw Building Electrical Project (Emergency Resolution)	R	\$366,353		\$366,353	\$282,748,605	-	-	-	-	-	8/19/08	10/27/08	2/24/09	-	
30 District Computer/Network/System Upgrades	A	\$1,002,043		\$1,002,043	\$281,746,562	-	-	-	-	-	09/02	6/30/03	-	-	
31 Soccer Field/Artificial Turf/Locker Rooms	N	\$4,616,480		\$4,616,480	\$277,130,082	-	-	-	X	-	8/18/08	01/09	10/09	-	
32 Safety and Site Improvement Project (3rd Street)	N	\$1,700,000		\$1,700,000	\$275,430,082	-	-	-	-	-	8/18/09	08/09	12/09	-	
33 Safety and Site Improvement Project	M	\$1,100,000	\$200,000	\$900,000	\$274,530,082	-	-	-	-	-	8/18/09	7/23/09	10/13/09	-	
Total		\$144,573,083	\$34,422,931	\$110,150,152	\$274,530,082										
PLANNING, DESIGN OR CONSTRUCTION PROJECTS (ACTIVE):															
34 Food Services Remodel	A	\$4,539,705		\$4,539,705	\$269,990,377	-	-	X	-	X	11/21/06	8/31/09	4/2/10	-	
35 Interim Food Service Facility	M	\$80,000	\$28,000	\$52,000	\$269,938,377	-	-	X	-	X	8/18/09	7/22/09	8/14/09	-	
36 Student Support Center	N	\$19,994,500		\$19,994,500	\$249,943,877	I	-	-	-	-	6/16/09	04/09	08/10	-	
37 Nursing/Science/Math Building	R	\$56,840,000	\$40,947,400	\$15,892,600	\$234,051,277	F	-	-	-	-	11/17/09	10/09	09/11	-	
38 Aquatics Center	R	\$10,833,783	\$5,833,783	\$5,000,000	\$229,051,277	-	-	X	-	X	9/15/09	10/09	11/10	-	
39 Wheelock PE Complex Gymnasium, Seismic Retrofit - Phase II	R	\$18,601,751	\$10,156,000	\$8,445,751	\$220,605,526	F	-	X	-	X	6/16/09	07/10	08/11	-	
40 Network Operations Center (NOC)	M	\$3,013,357		\$3,013,357	\$217,592,169	-	-	X	-	X	1/27/09	06/10	-	-	
41 Parking Structure & Surge Space	M	\$31,800,000		\$31,800,000	\$185,792,169	X	-	X	-	-	12/15/09	10/10	08/12	-	
42 Riverside School for the Arts (RSA)	R	\$62,858,000	\$57,981,767	\$4,876,233	\$180,915,936	F	-	-	-	-	6/20/06	06/14	09/16	-	
43 Downtown Parking Structure (RSA)	R	\$5,500,000	\$3,151,924	\$2,348,076	\$178,567,860	-	-	-	-	-	6/20/06	06/14	09/16	-	
44 Culinary Project	R	\$14,000,000		\$14,000,000	\$164,567,860	-	-	-	-	-	-	06/11	-	-	
45 CBS&L Gallery	D	\$4,000,000	\$4,000,000		\$164,567,860	-	-	-	-	-	-	01/11	03/12	-	
46 Student/Academic Services - Phase III	M	\$19,398,730	\$15,101,000	\$4,297,730	\$160,270,130	F	-	X	-	X	8/18/09	06/14	12/15	-	
47 Norco Operations Center (PBX/M&O Facility)	N	\$16,834,625		\$16,834,625	\$143,435,505	-	-	-	-	-	12/15/09	06/10	-	-	
48 ADA Transition Plan & Implementation - Phase I	A	\$6,360,000		\$6,360,000	\$137,075,505	-	-	-	-	-	2/24/09	08/10	-	-	
49 Utility Infrastructure Upgrade / I.T. Upgrade - Phase I	A	\$7,000,000		\$7,000,000	\$130,075,505	-	-	-	-	-	5/19/09	06/10	08/13	-	
50 Quad Basement Remodel	R	\$467,500		\$467,500	\$129,608,005	-	-	X	-	X	12/9/08	-	-	-	
51 Black Box Theatre Remodel	R	\$761,750		\$761,750	\$128,846,255	-	-	X	-	X	12/9/08	-	-	-	
52 Technology Building - A Remodel	R	\$935,000		\$935,000	\$127,911,255	-	-	X	-	X	12/9/08	06/10	09/10	-	
53 Life Science/Physical Science Secondary Effects	R	\$24,805,000	\$20,343,000	\$4,462,000	\$123,449,255	F	X	X	-	-	6/16/09	01/13	06/14	-	
54 Administrative Move to Humanities Building	M	\$50,000		\$50,000	\$123,399,255	-	X	X	-	-	6/16/09	06/10	08/12	-	
55 Science Laboratories Remodel Project (Phase I & II)	M	\$500,000		\$500,000	\$122,899,255	-	X	X	-	-	6/16/09	02/10	08/12	-	
56 Ben Clark Public Safety Training Center Status Project	M	\$14,655,122	\$7,325,000	\$7,330,122	\$115,569,133	I	X	X	-	-	2/16/10	06/12	12/13	-	
57 Center for Health, Wellness, and Kinesiology (Phase II)	N	\$23,893,000	\$15,571,000	\$8,322,000	\$107,247,133	F	X	X	-	-	6/16/09	01/13	06/14	-	
58 South Corona Academic Facilities - Phase I	N	\$18,295,000	\$8,000,000	\$10,295,000	\$96,952,133	I	X	X	-	-	6/16/09	01/13	06/14	-	
59 Health Science Center (w/o MDEC)	M	\$27,470,009	\$20,317,010	\$7,152,999	\$89,799,134	F	X	-	X	-	6/16/09	-	-	-	
60 March Dental Education Center (MDEC)	M	\$15,271,000	\$1,000,000	\$14,271,000	\$75,528,134	-	X	X	X	X	3/17/09	12/10	03/12	-	
61 Secondary Effects Project - Industrial Technology (Phase III)	N	\$16,009,004		\$16,009,004	\$59,519,130	-	X	X	X	X	10/20/09	04/11	10/12	-	
62 Monitoring Wells - Disposition	N	\$30,000		\$30,000	\$59,489,130	-	-	-	-	-	6/3/09	6/20/09	3/10/10	-	
63 Stokoe Innovative Learning Center - Phase II	R	\$589,000		\$589,000	\$58,900,130	-	X	X	X	X	2/16/10	03/10	06/10	-	
64 Cosmetology Building	R	\$13,740,000	\$11,640,000	\$2,100,000	\$56,800,130	I	X	X	X	X	6/16/09	08/14	12/15	-	
65 Amphitheater	M	\$3,000,000	\$2,000,000	\$1,000,000	\$55,800,130	-	X	-	-	-	9/10/02	06/11	03/12	-	
66 Future Projects - Feasibility/Planning/Management	A	\$1,908,937		\$1,908,937	\$53,891,193	-	-	-	X	-	-	-	-	-	
67 Interim Parking	R	\$116,250		\$116,250	\$53,774,943	-	X	X	X	X	1/26/10	09/09	09/11	-	
Total		\$444,151,023	\$223,395,884	\$220,755,139	\$53,774,943										
PROPOSED/FUTURE PROJECTS:															
68 2010 IPP's/FPP's (New)	A	\$350,000		\$350,000	\$53,424,943	-	-	-	-	-	08/10	01/10	08/10	-	
69 Student Services/Administration	R	\$69,702,000	\$47,502,000	\$22,200,000	\$31,224,943	I	X	-	-	X	-	-	-	-	
70 Program Contingency	A	\$9,750,000		\$9,750,000	\$21,474,943	-	-	-	-	-	-	-	-	-	
71 Electronic Contract Document Storage	A	\$100,000		\$100,000	\$21,374,943	-	-	-	-	-	-	-	-	-	
72 Scheduled Maintenance (2010 +) (\$640k x 5 yrs.)	A	\$5,120,000	\$1,920,000	\$3,200,000	\$18,174,943	-	-	-	-	-	-	-	-	-	
73 Non-science Lab Renovation	M	\$2,000,000		\$2,000,000	\$16,174,943	-	-	-	-	-	-	-	-	-	
74 DSA Close-out	A	\$200,000		\$200,000	\$15,974,943	-	-	-	-	-	3/13/08	-	-	N/A	
75 Center for Health and Wellness	M	\$18,553,000	\$14,853,000	\$3,700,000	\$12,274,943	I	-	-	-	-	6/16/09	06/12	12/13	-	
76 One-Stop Renovation	R	\$1,200,000		\$1,20											

Exhibit II

RCCD PROJECT SAVINGS RECONCILIATION

Project Title	Location (M, N, R, D, A)	Approved Project Budget	Leverage (State Capital Funds Unless Noted Otherwise)	Measure C / Future Local G.O. Bond	Actual Project Budget	MEASURE C Project Savings Total	BOT Approval Date	Start Date	Estimated Completion Date
COMPLETED PROJECTS:									
8 District Phone and Voicemail Upgrades	A	\$349,000		\$349,000	\$348,000	(\$1,000)	4/19/05		
9 MLK Renovation	R	\$6,144,613	\$5,133,999	\$1,010,614	\$5,539,092	(\$605,521)	4/22/04	12/03	8/23/05
10 Room Renovations	N	\$100,020		\$100,020	\$93,820	(\$200)	5/16/06		
11 Swing Space (Lovekin)	R	\$4,273,734		\$4,273,734	\$4,179,009	(\$94,725)	12/14/04	1/3/05	7/1/05
12 Wheelock PE Complex/Athletic Field - Phase I	R	\$4,516,435		\$4,516,435	\$4,515,056	(\$1,379)	11/16/04	2/15/05	
13 Parking Structure - Phase I	R	\$20,940,896		\$20,940,896	\$20,931,662	(\$9,234)	2/22/05	2/22/05	11/1/06
14 ECS Secondary Effects	M	\$288,919		\$288,919	\$286,227	(\$2,692)	9/12/06		
17 PBX Building	R	\$500,000		\$500,000	\$428,119	(\$71,881)	4/17/07	6/19/07	4/22/08
18 Long Range Master Plans	A	\$1,439,077		\$1,439,077	\$1,417,770	(\$21,307)	2/20/07		
19 Hot Water Loop System & Boiler Replacement	M	\$869,848		\$869,848	\$848,400	(\$21,448)	5/15/07		9/16/08
21 Infrastructure Projects (IT Infrastructure Upgrade)	A	\$484,414		\$484,414	\$467,099	(\$17,315)	11/21/06		
22 Utility Retrofit Project (NORESCO)	A	\$6,181,188		\$6,181,188	\$6,176,457	(\$4,731)	8/29/06		
24 Modular Redistribution Projects	A	\$10,260,988		\$10,260,988	\$8,532,853	(\$1,728,135)	4/17/07	4/27/08	12/22/08
29 Bradshaw Building Electrical Project (Emergency Resolution)	R	\$366,353		\$366,353	\$232,706	(\$133,647)	8/19/08	10/27/08	2/24/09
TOTAL:		\$56,715,485	\$5,133,999	\$51,581,486	\$54,002,270	(\$2,713,215)			

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: March 16, 2010

Subject: Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10

Background: On June 16, 2009, the Board of Trustees approved funding in the amount of \$500,000 in Measure “C” funds for Phase I of the Moreno Valley Science Laboratories Remodel project. The future Health Science building, which will house additional lab space for biology, microbiology, anatomy and chemistry, is not yet approved by the State and may not be built for another five to nine (5-9) years. Given its Health Science orientation, the College cannot wait for those labs to come online in order to address concerns with existing lab space. These concerns revolve around the functionality and sufficiency of laboratory space. The Moreno Valley College has proposed to address these concerns in two (2) phases.

Phase I and Phase II of the project is included within the Board approved \$500,000 of Measure “C” funds; however, Phase I will consist of assessing, planning and initial construction work to rectify the functionality of laboratory space, as well as the immediate health and safety concerns of the existing mechanical system. It was anticipated by the College that the approved Phase I budget would cover the costs for planning and design of both phases as well as construction of Phase I emergency repairs. On December 15, 2009 the Board of Trustees ratified an agreement with Steinberg Architects (Steinberg) for the design of the mechanical system repair services of Phase I of the project in an amount not to exceed \$29,466.

Since approval of the Moreno Valley Science Laboratories Remodel project, Steinberg evaluated the existing mechanical systems within the affected laboratories. Steinberg advised the District on the necessary changes/additions for compliance with the California Mechanical Code. The changes/additions involve a thorough review of the existing system drawings, reconciliation of the various code issues, and several jobsite visits. Since the architect evaluation is complete, there are immediate functionality concerns necessary to be corrected expeditiously. The District now requests approval of Phase I of the construction project immediately for emergency repairs.

As permitted under Public Contract Code 20654, the District may authorize, in lieu of formal bidding, the initiation of emergency repairs to avoid danger to life or property. Public Contract Code reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, *or to avoid danger to life or property*, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-2

Date: March 16, 2010

Subject: Moreno Valley Science Laboratories Remodel – Emergency Resolution No. 41-09/10 (continued)

Staff is now requesting the Board of Trustees declare an emergency due to the conditions stated above which include the remediation of the mechanical fresh air and exhaust systems within the Science and Technology Building laboratories and approval in an amount not to exceed \$35,000 in project funds for demolition, equipment, and finish repairs required to execute the work. Additionally, it is requested the Board of Trustees approve the attached Resolution No. 41-09/10 authorizing the emergency repairs and approve the agreement (Exhibit I) with Coutts Heating and Cooling to complete the emergency repairs.

To be funded by the Board approved project budget, Measure C funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees declare an emergency exists for the Moreno Valley Science Laboratories Remodel project for the remediation of the laboratory mechanical systems; approve Board Resolution No. 41-09/10 authorizing the emergency repairs for the Science Laboratories Remodel (Phase I) project; approve the agreement with Coutts Heating and Cooling to commence work in an amount not to exceed \$35,000 of the approved construction project budget; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley College

Reagan Romali
Vice President, Business Services
Moreno Valley College

Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Michael J. Stephens, AIA
Capital Program Administrator
Facilities Planning, Design and Construction

BEFORE THE GOVERNING BOARD
OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
Resolution for Approval of
Authorizing Emergency Repairs to the
Moreno Valley Science Laboratories Remodel (Phase I)

RESOLUTION NO. 41-09/10

WHEREAS, Riverside Community College District is an institution of higher education since 1916 serving the region of Western Riverside County; and

WHEREAS, in 1991, Riverside Community College District created the Moreno Valley campus as an education center; and

WHEREAS, in January 2010, the ACCJC acted to Grant Initial Accreditation to the Riverside Community College District for the Moreno Valley campus to become Moreno Valley College; and

WHEREAS, at the regular meeting of March 1-2, 2010 of the Board of Governor's for the California Community College system, the Board approved the establishment of Moreno Valley College as the 111th college in the California Community College system; and

WHEREAS, Riverside Community College District is the owner of the Science and Technology Building, located at the Moreno Valley College;

WHEREAS, Riverside Community College District discovered that operational conditions of the mechanical fresh-air and exhaust fans for fume hoods within the Science and Technology Building laboratories were in a non-compliant state, and posed an imminently unsafe condition;

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and health to students, faculty and staff; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency which prevents the continuance of existing college classrooms, or in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the Science and Technology Building at the Moreno Valley College, and could cause serious health issues and/or bodily injury.

Section 2: The Vice Chancellor, Administration and Finance of Riverside Community College District, or designee, is authorized to seek the approval of the County Superintendent of Schools to make the necessary contracts without advertising or inviting bids to avoid danger to life and health from this condition and to continue District business use.

PASSED AND ADOPTED this 16th day of March, 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

Virginia Blumenthal
President of the Board of Trustees
Riverside Community College District

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

COUTS HEATING & COOLING, INC.

THIS AGREEMENT, entered into this 17th day of March, 2010 in the County of Riverside of the State of California, by and between the Riverside Community College District, hereinafter called the "DISTRICT", and Coutts Heating & Cooling, Inc., hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Moreno Valley Science Laboratories Remodel (Phase I) project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within thirty (30) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10)

days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of Five Hundred Dollars and No Cents (\$500.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of Twenty-Eight Thousand, Two Hundred Dollars and No Cents (\$28,200.00), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Affidavit
- Bid Guarantee Form
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Acknowledgment of Bidding Practices Regarding Indemnity Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Substitution Request Form
- Labor Compliance Program

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. The DISTRICT's Labor Compliance Program

ARTICLE 9

STATE RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

DISTRICT RIGHT OF AUDIT- EXAMINATION OF RECORDS:

Contractor's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by District's representative, the Construction Manager, or an outside representative engaged by the District. The District, or its designee, may conduct such audits or inspections through the term of this contract and for a period of three (3) years after final payment or longer if required by law. District's representatives may (without limitation) conduct verifications such as counting employees at the construction site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with contractor's employees, field and agency labor, subcontractors, and vendors.

Contractor's records as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreement, purchase orders, leases, contracts, commitments, arrangement, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in District's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; information detailing cash and trade discounts earned; insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the District in connection with the contractor's dealings with the District to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- (a) Compliance with contract requirements for deliverables
- (b) Compliance with approved plans and specifications
- (c) Compliance with District's business ethics expectations
- (d) Compliance with contract provisions regarding the pricing of change orders
- (e) Accuracy of contractor representations regarding the pricing of invoices
- (f) Accuracy of contractor representations related to claims submitted by the contractor or any of its payees.

Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract.

District's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

If an audit inspection or examination in accordance with this section, discloses overpricing or overcharges (of any nature) by the Contractor to the District in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the District's audit shall be reimbursed to the District by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of District's findings to Contractor.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a Class B and C20 Contractor's License, issued by the State of California, which must be current and in good standing.

ARTICLE 11 – DEBARMENT – Contractor declares that if this contract is over \$100,000 and funded by a federal or state grant or cooperative agreement, it is not currently debarred, suspended or otherwise prevented from entering into such contracts, nor are there any proceedings currently taking place to debar, suspend or otherwise prevent Contractor from entering into such contracts.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties,
on the day and year first above written.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CONTRACTOR

Signature

Couts Heating & Cooling, Inc.

Typed or Printed Name

By: James L. Buysse
Vice Chancellor
Administration and Finance

Secretary/Treasurer

Title

Signature

John R. Coutts

Type or Printed Name

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: March 16, 2010

Subject: Norco Student Support Center - Change Orders

Background: On August 19, 2008 the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Student Support Center at the Norco College. On February 26, 2009, the Board of Trustees approved thirty-two (32) construction trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Norco Student Support Center project.

Staff is now requesting Board approval of a Change Order for modifications to the Norco Student Support Center project for the following contractors:

- | | |
|---|-------------|
| • Casco Equipment Corporation | \$764.58 |
| • Inland Empire Architectural Specialties, Inc. | \$12,499.05 |

A description of change order work is noted in the attached Change Order Summary.

Additionally, although the added change order amount will exceed the allowable ten percent (10%) limit of Public Contract Code, Section 20111; it is within the limits of Public Contract Code, Section 20118.4, which allows any change order to be added so long as it does not exceed \$15,000. The contract change with Inland Empire Architectural Specialties, Inc., is necessary, as the original specified seating did not meet the expectations of the college as originally agreed upon. Excess costs will be paid from project contingency funds.

To be funded from the Board approved project contingency, District Measure "C" funds - Resource 4160.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-3

Date: March 16, 2010

Subject: Norco Student Support Center - Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Order for the Norco Student Support Center for Casco Equipment Corporation in the amount of \$764.58 and Inland Empire Architectural Specialties, Inc. in the amount of \$12,499.05; approve the exceeded contingency amount with Inland Empire Architectural Specialties, Inc.; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President
Norco College

Curt Mitchell
Vice President, Business Services
Norco College

Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Riverside Community College District
Facilities, Planning, Design and Construction
Norco Student Support Center Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Casco Equipment Corporation

<i>Contract Amount:</i>	\$ 26,400.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 764.58</u>
<i>Revised Contract Sum:</i>	\$ 27,164.58
<i>Original Contract Contingency:</i>	\$ 2,640.00
<i>Remaining Contract Contingency:</i>	\$ 1,875.42

Change Order Description: \$764.58
Add motors to all overhead coiling grilles. The total cost is \$5,764.58. Since there is \$5,000 allowance, the allowance will be taken in full and the balance of \$764.58 is being paid via change order \$764.58. The overhead coiling grilles were originally specified as manual operation but the District requested to make them electrically operated.
Requested by: District
Accountability: College Request

Change Order: 1
Contractor: Inland Empire Architectural Specialties, Inc.

<i>Contract Amount:</i>	\$ 38,360.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 12,499.05</u>
<i>Revised Contract Sum:</i>	\$ 50,859.05
<i>Original Contract Contingency:</i>	\$ 3,836.00
<i>Remaining Contract Contingency:</i>	\$ -8,663.05

Change Order Description: \$12,499.05
Furnish and install 119 audience seating, Model Steller 270, manufactured by American Seating. This cost includes a credit for the original specified audience seating by Seating Concepts. The total cost is \$14,999.05 of which \$2,500.00 is taken from Allowance No.1 and the balance of \$12,499.05 is being paid by this Change Order. The original specified seating shown in the contract documents did not meet the expectations of the campus as originally agreed upon with Harley Ellis Devereaux. The newly specified audience seating by American Seating complies with the needs of the campus.
Requested by: District
Accountability: Architect Errors & Omissions

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-4

Date: March 16, 2010

Subject: Construction Management Services – Request for Qualification Status Update

Background: At the request of the Board of Trustees, a search for firms to update the District's present pool of construction management firms was initiated. On December 15, 2009, the Riverside Community College District (District) advertised a Request for Qualifications (RFQ's) for construction management services to assist the District in managing and executing future construction projects (Exhibit I). Twenty-three (23) responses were submitted by various companies on January 19, 2010.

The office of Facilities Planning, Design and Construction (FPDC) prescreened the twenty-three submittals and concluded (10) construction management firms are recommended for interview based on their team profile, team experiences within the community college system, experience with Division of State Architect (DSA), location, and type of delivery methods such as design bid build, design build, multiple-prime and Construction Management (CM) at risk. The interview committee will include the Chancellor, the Vice Presidents of Business Services from the Moreno Valley, Norco and Riverside City Colleges, and the Associate Vice Chancellor and Capital Program Administrators from the FPDC office. The construction management firms recommended for interview are listed below and are tentatively scheduled for April 12, 2010 and April 13, 2010.

<u>Company</u>	<u>Location</u>
Barnhart, Inc.	Riverside
Bernards Builders Management Services	Ontario
C.W. Driver	Ontario
Cordoba Corporation	San Bernardino
GKK Works	Riverside
Kitchell Corporation	Ontario
McCarthy Building Companies, Inc.	Newport Beach
ProWest Constructors	Wildomar
Rudolph and Sletten, Inc.	Irvine
Tilden-Coil Constructors	Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES COMMITTEE

Report No.: III-E-4

Date: March 16, 2010

Subject: Construction Management Services – Request for Qualification Status Update
(continued)

Once the construction management companies are interviewed and the final firms are selected, staff will recommend future project assignments to the Board of Trustees for approval on an individual, as needed basis. Individual agreements will be brought forward for Board of Trustees' approval prior to commencement of work on projects. This final selection list will supersede the prior list and remain in effect for three years, or until the Board of Trustees sees fit to solicit new construction management firms.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Orin L. Williams
Associate Vice Chancellor
Facilities Planning, Design and Construction

Exhibit I

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Request for Qualifications
CONSTRUCTION MANAGEMENT SERVICES

Various Projects District-Wide

Information Package

December 15, 2009

The Riverside Community College District's (RCCD) Facilities Planning, Design and Construction (FPDC) office, on behalf of the RCCD Board of Trustees is seeking to identify qualified consultants that can, if selected, provide "construction management services" on an individual project basis or on a group of projects.

Questions should be addressed to: Orin Williams, Associate Vice Chancellor of Facilities Planning, Design and Construction at (951) 222-8201.

Statements of Qualification (SOQ) must be received by 2:00 PM, on January 19, 2010, at the District's Purchasing Office, Attention:

mailing address:
Riverside Community College District
Purchasing Office/North Hall
4800 Magnolia Avenue
Riverside, CA 92506-1299

personal delivery/courier address:
Riverside Community College District
Purchasing Office/North Hall
3617 Saunders Street
Riverside, CA 92506

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by more than 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campuses: Riverside Campus, Moreno Valley Campus, and Norco Campus, and four other Learning Centers in the surrounding communities. The District serves 38,395 students each semester.

The Riverside Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 23,522 students each semester and has 52 buildings and a Systems Office Building in downtown Riverside.

Located in the City of Moreno Valley, the Moreno Valley Campus opened in 1991 and serves more than 9,407 students each semester and has 31 buildings. It is also operates three off site learning centers.

Since opening in March 1991, the Norco Campus has grown to serve more than 10,792 students, has 20 buildings, and is in the planning stages for additional off-site Learning Centers in order to serve.

A. SELECTION PROCESS

Following the Statement of Qualification submittal deadline, those firms selected as “short-list” Construction Management Firms will be required to attend a mandatory Pre-Interview Introduction Conference. The conference will be held with the intended purpose of introducing those firms to the proposed project(s) and provide information about the expectations required of the selected firm(s).

Only those firms selected to participate in the Pre-Interview Introduction Conference and subsequent interviews will be considered for Construction Management Services.

1. The District will solicit State of Qualifications from prospective firms.
2. The District will screen proposals and establish a short list of “finalists” (5-7) to be interviewed.
3. The District will conduct a Pre-Interview Introduction Conference.
4. The District will conduct interviews of the finalist(s).
5. The District will negotiate fees and agreed upon services.
6. District staff will recommend appointment of the firm(s) to the Board of Trustees.
7. Upon action by the Board, District will execute agreement(s) with the firm(s).

B. OVERVIEW

The FPDC office is seeking qualified construction management firms that can assist the Riverside Community College District’s FPDC staff are to deliver quality capital construction projects. The objectives of the FPDC Department are to deliver quality projects on time and on budget that most economically meet the educational program needs and service needs of the District. RCCD capital construction projects may be delivered under the traditional design/bid/build delivery method, multiple prime delivery method, design-build method, or other lawful variation. The construction management agreement will be negotiated based on the delivery methodology determined by the District.

C. ROLES AND RESPONSIBILITIES

THE FPDC POINT OF CONTACT – The Riverside Community College District’s employee responsible for management, supervision, and oversight of all planning, design, and construction related activities is Orin Williams, Associate Vice Chancellor, FPDC or his designee.

PROJECT MANAGER – The District employee or contract employee charged with the overall responsibility for the management of a District capital construction project.

CONSTRUCTION MANAGER – MULTIPLE PRIME - The identified firm or individual that will provide staff augmentation services to support the District’s FPDC staff during pre-construction and construction administration for projects delivered by the multiple prime build methods. Examples of services include: Pre-construction/construction management services including: site logistic evaluation,

document quality control review, field engineering, schedule preparation and evaluation, construction sequencing preparation and evaluation, cost estimating, construction oversight, and other construction administrative support, the assembly and distribution of bid packages in coordination with the Architect; bid opening, evaluation, recommendation, award, and contracting; construction management and administration of general or trade contractors; labor compliance oversight coordination of separately hired specialty consultants affiliated with the Project under contract with the District.

D. SCOPE OF SERVICES

The Construction Manager “Basic Services” shall, at a minimum, consist of performing the duties enumerated below:

BASIC SERVICES

PRECONSTRUCTION PHASE

1. The Construction Manager will provide preliminary evaluation of the project and project budget requirements. With the Architect’s assistance, prepare preliminary estimates of construction cost for early schematic designs based upon area, volume and other standards as applicable. Assist the District and the Architect in achieving mutually agreed-upon project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems. Construction Manager will prepare a Construction Management Plan for the project, which will establish the general basis for the sequence of contracting for construction of the project and the attendant design effort required. For Multiple Prime Construction Management Services the Construction Management Plan will indicate the project construction rationale and recommend the strategy for purchasing construction services and will contain the various bid packages for the project and maintain the Master Project Schedule.
2. The Construction Manager will review and evaluate project designs (plans & specifications) during the design phases (Schematic Design, Design Development, Working Drawings and Construction Documents) or as applicable depending on when the Construction Manager is successfully under contract. Advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the project, and factors relating to cost including, but not limited to, costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions.
3. The Construction Manager will provide for the Architect’s and the District’s review and acceptance, and periodically update, a project schedule that coordinates and integrates the Construction Manager’s services, the Architect’s services, the services of other pre-bid consultants, and the District’s responsibilities with anticipated construction durations, and key milestones comprising the Master Project Schedule.
4. The Construction Manager will prepare for the District’s approval a more detailed estimate of Project Construction Cost or “Construction Costs” developed by using estimating techniques which anticipate the various elements of the project, and which are based upon the Design Documents prepared by the

Architect. Advise the District and the Architect if it appears that the construction costs may exceed the project budget established by the District. Make recommendations for corrective action. Construction Manager will also provide input to the District and Architect relative to value of construction, means and methods of construction, duration of construction of various building methods and constructability.

5. The Construction Manager will coordinate all documents pertaining to the construction of the project, including, but not limited to, plans and specifications, bid documents, construction contracts and general, supplementary and special conditions, scope of work summaries by consulting with the District and the Architect regarding plans and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility or ability to keep cost within the project budget and Master Project Schedule.

6. The Construction Manager will provide recommendations and information to the District and the Architect regarding the assignment of responsibilities for safety precautions and programs; temporary project facilities, and equipment, materials and services for common use of contractors.

7. For Multiple Prime Construction Management Services the Construction Manager will advise on the most effective and efficient separation of the project into contracts for various categories of work. Advise on the method to be used for selecting contractors and awarding construction contracts. Review the drawings and specifications to provide that (a) the work of the separate contractors is coordinated; b) all requirements for the project have been assigned to the appropriate separate contract; and c) proper coordination has been provided for phased construction.

8. For Multiple Prime Construction Management Services the Construction Manager will prepare cost estimates for the project, such that subtotal budgeted amounts are identified prior to bid opening for each separate bid package.

9. For Multiple Prime Construction Management Services the Construction Manager will develop a project construction schedule providing for all major elements such as phasing of construction times of commencement and completion required of each separate contractor to be incorporated into the Master Project Schedule. Provide the Project construction schedule and Master Project Schedule for each set of bidding documents.

10. The Construction Manager will investigate and recommend a schedule for the District's purchase of materials and equipment if applicable, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases to meet the project schedule.

11. For Multiple Prime Construction Management Services the Construction Manager will provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

12. The Construction Manager will verify that all contracts for construction are advertised and competitively bid as required by District policy and State and Federal law.

13. The Construction Manager will coordinate with Architect and District regarding Invitation for Bids, General Conditions, Bid Forms, and Supplementary Instruction to Bidders, and other items to include in the contract for construction

14. The Construction Manager shall not be a bidder on any individual contract for construction of the project, nor shall the Contractor Manager have any joint business interests with any bidder, such that such mutual business interest may in any way be construed as a representing a potential conflict of interest. However, the Construction Manager shall develop and maintain bidders' interest in the Project and help to establish bidding schedules. The Construction Manager will assist the District and the Architect in preparing and placing notices and advertisements to solicit bids for the project. Conduct pre-bid conferences to familiarize bidders with bidding documents and management techniques and with any special project systems, materials or methods and assist the Architect with receipt and response to questions from prospective bidders, and with issuance of addenda. Assist the District in the pre-qualification process, as necessary and as requested.

15. The Construction Manager shall, under the direction of the District and with the Architect's assistance, conduct pre-bid conferences with all bidders and pre-award conferences with successful bidders.

16. For the benefit of the District and with the advice and assistance of the Architect, the Construction Manager will review bids, prepare bid summaries and make recommendations to the District for award of construction contracts or rejection of bids.

CONSTRUCTION PHASE

1. The Construction Manager, in cooperation with the Architect, will provide administration of the contracts for construction under the direction of the District.

2. The Construction Manager will provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Construction Manager, the District and Architect, to complete the Project in accordance with the District objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of the Construction Management Agreement.

3. The Construction Manager will schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, issues, problems, and scheduling. Prepare and promptly distribute minutes of meetings and prepare pre-meeting agenda if needed. Construction Manager will prepare and distribute Project status reports as requested by the District.

4. The Construction Manager will prepare and update the Master Project Schedule incorporating the activities of the all trade contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of the shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Include the District's occupancy requirements, showing and scheduling portions of the Project having occupancy priority. Update the Master Schedule (actual vs. baseline) and reissue the Master Project Schedule to delineate the current conditions and revisions required by actual experience. If requested by the District, Construction Manager shall assist the

contractor(s) in preparing a recovery schedule. Such recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken by the contractor(s) to recapture lost time and will be distributed to the contractor(s), District, Architect and other appropriated parties.

5. The Construction Manager shall implement a process to achieve satisfactory performance from each of the contractors. Recommend courses of action to the District when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.

6. The Construction Manager shall maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

7. The Construction Manager shall recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and contractor's signatures and District authorization. If requested by the District, the Construction Manager will analyze claims for extension of time; prepare estimates based upon alleged cause of claims. The Construction Manager shall prepare and distribute change order reports on a monthly basis, or as required, throughout the Construction Phase. Such reports will provide information pertaining to proposed and executed change orders and their effect on the Construction Costs and Master Project Schedule.

8. The Construction Manager shall develop and implement procedures for the review and processing of applications for payment by contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the District for payment

9. The Construction Manager shall verify that safety programs are developed by each of the contractors as required by the Contractor Documents and that same are submitted to the District for review for completeness. The Construction Manager shall take necessary precautions for the safety of its employees, all construction contractors and others on the Project site and comply with the applicable safety laws and building codes to prevent accidents or injuries to person on, about or adjacent to the Project site.

10. If required, the Construction Manager shall assist the District in selecting and retaining the professional services of surveyors, special consultants, and materials testing laboratories and coordinate their services as necessary during construction.

11. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the Contract Documents. Provide written recommendations regarding defects and deficiencies in the work.

12. The General or Prime Trade Contractors shall be responsible for the construction means, methods, techniques, sequences and procedures employed on the Project. The Construction Manager shall be responsible for overseeing the Prime Trade Contractors in the implementation of the correct means, methods, techniques, sequences and procedures employed on the Project but shall not be responsible for the failure of any contractor to carry out the work in accordance with the Contract Documents.

13. The Construction Manager shall consult with and advise the Architect and the District if any contractor requests interpretations of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions which may arise.

14. The Construction Manager shall receive certificates of insurance from the contractors combined with advice as to the sufficiency of coverage.

15. The Construction Manager will establish and implement procedures for submittals, change orders and other such procedures and maintain logs, files, and other necessary documentation relating thereto. The Construction Manager shall receive from the Contractors and shall review all shop drawings, product data, samples and other submittals and provide advice thereon. Construction Manager shall coordinate them with information contained in related documents and shall transmit them, together with the Construction Manager's review comments, to the Architect for review. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and the approval of shop drawings, product data, samples and other submittals. Construction Manager shall maintain logs, files and other necessary records and documentation for the District.

16. The Construction Manager shall assist and cooperate with the District's outside labor compliance consultant in the monitoring of prevailing wages for all applicable contractor work.

17. The Construction Manager shall be responsible to support the District in all close-out and warranty procedures as set forth by the Contract

18. The Construction Manager shall observe and record the progress of the Project. Submit written progress reports to the District and to the Architect, including information on each contractor and each contractor's work, as well as the entire Project, showing percentages of completion and the dollar number and amounts of charge orders. Verify the DSA Inspector of Record's daily log is available for use and review by the District and the Architect. Use reasonable diligence to discover work performance by contractor(s) that is not in compliance with the Contract Documents.

19. The Construction Manager shall perform Additional Services upon written authorization in writing from the District.

E. REQUIRED INFORMATION AND FORMAT

In order to be considered for selection as a Construction Manager, the respondent firm, or firms, or team will submit the following items in the specified order below:

Cover Letter

This letter should introduce the team and include as a minimum:

- a. If submitting as a team, note which team member (company) is the prime consultant, or if it will be a prime-sub consultant(s) contractual relationship.
- b. Identify individual (person) or individual(s) who will be responsible in oversight capacities for work; and identify individual or individuals, who will be leading the Construction

Management team or Construction Management teams and to which entity they are employed, and for how long employed with the current company.

Team Profile

Consultant Company History (include for all team member firms) including:

- Number of Years in business
- Annual Revenues
- Current Work Backlog, broken down by “Multiple-prime”, CM “at risk”, “Design/Build”, “Hard Bid” work, negotiated work, etc.

Project Team

Provide resumes of key proposed project personnel. Indicate number of years employed by firm, or joint venture team member, or sub-consultant.

Key resumes would include: Project Executive; Project Managers; Construction Managers; Project Superintendents; Building Information Manager’s (BIMs); Assistant Project Managers; Project Engineers, Estimators, and Schedulers.

Project Experience & References

Provide a brief and concise description of educational projects, Community College, Public or Private College or University projects completed. Provide a concise description of the educational facility, or college or university projects completed or in progress within the last 5 years. This description should demonstrate your Firm’s (or your team’s, which can include sub-consultants) combined experience as a Prime Consultant hired to perform Construction Management services.

Description should include:

- Services provided (indicated completed or in progress) and date completed.
- Project delivery method (Construction Management (For Fee) or CM Multiple Prime)
- Services provided for staff augmentation.
- Number of buildings per project and their square footages.
- Construction value
- Construction duration
- References (please include name, title, organization/entity), address, current phone number, and email address. If using a sub-consultant’s experience, please indicate.

Project Controls

Demonstrate your Firm’s (or your team’s) abilities in:

- Estimating
- Cost Control
- Document Management/Control, quality control review

Financial Strength

Indicate the dollar value of the three largest projects (within the past (5) five years) that the Prime Consultant has served in a Construction Management capacity, regardless of project type.

Litigation

If you have been terminated from a project contract, for any reason, prior to the termination date of the contract, within the last five (5) years, please explain in detail, the reasons for said termination.

Provide specific information on any civil litigation (including arbitrations) you have been involved in, within the last five (5) years related to your firm, joint venture partners or sub-consultants. Include whether you were a plaintiff or defendant, the reasons for the litigation, and whether or not each listed litigation was concluded by default, settlement, or judgment. Also, provide information relative to any judgments for filing false claims within the past 5 years.

Declaration

Submit a declaration that reasonable diligence has been used in preparation of the Statement of Qualifications submitted in response to the RFQ and that all information provided in response to Paragraphs (a) through (f) below is true, correct and complete.

- a. Type of organization or company structure.
- b. Number of years the firm has been in business.
- c. General Contracting License is clear and current.
- d. Location of principal office that will be responsible for the implementation of this contract, and where project team is located.
- e. Certification that the Construction Management firm is legally permitted to conduct business in the State of California.
- f. Capacity and capability of firm: The Construction Manager or firm must demonstrate an ability to be able to deal with the multi-disciplinary services outlined in this RFQ.

F. SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the power to bind the firm contractually must sign the RFQ.

Questions should be addressed to: Orin Williams, Associate Vice Chancellor of Facilities Planning, Design and Construction at (951) 222-8201.

Interested firms should submit three (3) copies of their bound proposal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled "Request for Qualifications CONSTRUCTION MANAGEMENT SERVICES" and delivered to RCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to:

Purchasing Office
Riverside Community College District
4800 Magnolia Avenue

Riverside, CA 92506-1299

G. BASIS OF AWARD

The RFQs will be evaluated based on each firm’s qualifications, relevant experience with similar work, and location. All RFQs will be evaluated and take into account strengths in performing modernization and new construction related work.

H. SCHEDULE

RFQ – solicitation date	December 15, 2009
Deadline for submission of RFQs	January 19, 2010
RFQ Pre-Interview Conference (short-list only)	February 1, 2010
Tentative dates for interviewing	February 17 & 18, 2010

I. FEE

Following the Qualification Based Evaluation process, an “Initial Shortlist” of firms will be identified to be interviewed. Following the interview phase of the process, the District will have arrived at an approved “Final Shortlist – Construction Manager Consultants”. Fees will be negotiated following the tentative selection of a firm to perform Construction Management Services on a given project or projects. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist.

J. EVALUATION & ACCEPTANCE OF REQUEST FOR QUALIFICATIONS

The District reserves the right to reject any and all Request for Qualifications, to amend the Request for Qualification and the process itself, or to discontinue the process at any time.

All submittals become the property of the Riverside Community College District.

K. INSURANCE

The selected Construction Management Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant