



**Board of Trustees - Regular Meeting  
Tuesday, June 17, 2014 6:00 PM  
Moreno Valley College, Student Academic  
Services, General Assembly Room #121, 16130  
Lasselle Street, Moreno Valley, CA 92551**

**ORDER OF BUSINESS**

**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 any meeting should contact the Chancellor's Office at [\(951\) 222-8801](tel:9512228801) as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507 or online at [www.rccd.edu/administration/board](http://www.rccd.edu/administration/board).

**I. COMMENTS FROM THE PUBLIC**

*Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.*

**II. APPROVAL OF MINUTES**

- A. Minutes of the Board of Trustees Regular/Committee Meeting of May 6, 2014  
*Recommend approving the May 6, 2014 Board of Trustees Regular/Committee meeting minutes as prepared.*
- B. Minutes of the Board of Trustees Special Meeting of May 12, 2014  
*Recommend approving the May 12, 2014 Board of Trustees Special meeting minutes as prepared.*
- C. Minutes of the Board of Trustees Regular Meeting of May 20, 2014  
*Recommend approving the May 20, 2014 Board of Trustees Regular meeting minutes as prepared.*

**III. PUBLIC HEARING**

- A. Public Hearing for Final Environmental Initial Study / Mitigated Negative Declaration for Student Services Building  
*Recommend holding a public hearing on the Final Environmental Initial Study/Mitigated Negative Declaration*

*for the Student Services Building, and consider any testimony received.*

IV. CHANCELLOR'S REPORTS

- A. Chancellor's Communications  
*Information Only*
- B. Presentation of Spring 2014 Scholarship Award to Student Trustee  
*Information Only*
- C. Swearing in of 2014-2015 Student Trustee  
*Information Only*
- D. Presentation - Moreno Valley College STEM Mobile Innovation Center  
*Information Only*
- E. Health Care Update  
*Information Only*
- F. Future Monthly Committee Agenda Planner and Annual Master Planning Calendar  
*Information Only*

V. STUDENT REPORT

- A. Student Report  
*Information Only*

VI. CONSENT AGENDA ACTION

- A. Diversity/Human Resources
  - 1. Academic Personnel  
*Recommend approving/ratifying academic personnel actions.*
  - 2. Classified Personnel  
*Recommend approving/ratifying classified personnel actions.*
  - 3. Other Personnel  
*Recommend approving/ratifying other personnel actions.*
- B. District Business
  - 1. Purchase Order and Warrant Report – All District Resources  
*Recommend approving/ratifying the Purchase Orders and Purchase Order Additions totaling \$4,902,010 and District Warrant Claims totaling \$4,241,352.*
  - 2. Budget Adjustments (None)
  - 3. Resolution(s) to Amend Budget
    - a. Resolution No. 47-13/14 – 2013-2014 Board Financial Assistance Program – Student Financial Aid Administration  
*Recommend approving adding the revenue and expenditures of \$5,000 to the budget.*
  - 4. Contingency Budget Adjustments (None)
  - 5. Bid Awards
    - a. Bid Award for the Culinary Arts Academy & District Offices, Coil School for the Arts, and Parking Structure (CAADO/CSA) Phase 2 – Construction – Bid Categories 04 through 23, & 25  
*Recommend awarding the Culinary Arts Academy & District Offices/Coil School for the Arts Phase 2 –Construction - Bid Categories 04 through 23, & 25, for the total bid amount of \$50,266,678 to*

- the contractors listed on the attached.*
- b. Revised Bid Award for the Culinary Arts Academy & District Offices, Coil School for the Arts and Parking Structure (CAADO/CSA) Phase 1 – Ground Work – Bid Category 24 – Electrical  
*Recommend awarding the Culinary Arts Academy & District Offices/Coil School for the Arts Phase 1 –Ground Work project - Bid Category 24 - Electrical, to the second lowest responsible and responsive bidder, Neal Electric Corporation, for the total bid amount of \$297,000.*
  - c. Approval to Purchase Electrical Products from Graybar Electric Company, Utilizing the US Communities Government Purchasing Alliance Contract No. MA-IS-1230234  
*Recommend approving the purchase of LED lighting products from Graybar Electric Company, utilizing the US Communities Government Purchasing Alliance Contract No. MA-IS-1230234.*
6. Grants, Contracts and Agreements
- a. Contracts and Agreements Report Less than \$84,100 – All District Resources  
*Recommend ratifying contracts totaling \$570,723 for the period of May 1, 2014 through May 31, 2014.*
  - b. Contract and Resoultion No. 49-13/14 for Disabled Student Services Program Workability III Program with Department of Rehabilitation  
*Recommend approving the contract agreement with the Department of Rehabilitation and the resolution authorizing the Vice Chancellor of Business and Financial Services to sign and execute documents.*
  - c. Agreement Extension for Licensing of the TurnItIn Anti-plagiarism Software Program with iParadigms, LLC  
*Recommend approving the two-year extension agreement with iParadigms, LLC for a total of \$93,682.12.*
  - d. Agreement Amendment for Fire Technology Training and Education with the County of Riverside Fire Department  
*Recommend approving the agreement amendment, for an amount not to exceed \$188,541.00.*
  - e. Agreement for 2014-2015 Managed IT Services between Acorn Technology Corporation and Riverside Community College District  
*Recommend approving the Agreement with Acorn Technology Corporation in the amount of \$11,599.50.*
  - f. Agreement for 2014-2015 to provide Data Center Colocation Services between the County of Riverside and Riverside Community College District  
*Recommend approving the agreement with the County of Riverside in the amount of \$5,163.84.*
  - g. Resolution No. 42-13/14 To Approve Sole Source Procurement of Ellucian Software Maintenance and Future Product Enhancement Services and

For Award of Contract to Ellucian  
*Recommend adopting the resolution approving sole source procurement of Ellucian Software maintenance and future product enhancement services throughout the District and for award of contract to Ellucian.*

- h. Compensation Agreements with the City of Riverside for the Stalder and Imperial Hardware Buildings, and the Farm House Motel  
*Recommend approving the agreements for the Stalder Building, Imperial Hardware Building, and Farm House Motel with the City of Riverside, Successor Agency to the Redevelopment Agency of the City of Riverside.*
- i. Agreement for Facilities Planning and Construction Services with Professional Personnel Leasing, Inc.  
*Recommend approving the agreement with Professional Personnel Leasing, Inc. to provide consulting services for \$122,650, using Measure C Funds.*

7. Out-of-State Travel  
*Recommend approving the out-of-state travel.*

8. Other Items

- a. Surplus Property  
*Recommend declaring the property on the attached list to be surplus; finding property does not exceed the total value of \$5,000; and authorizing the property to be consigned to The Liquidation Company to be sold on behalf of the District.*

VII. CONSENT AGENDA INFORMATION

- A. Monthly Financial Report for Month Ending – May 31, 2014  
*Information Only*

VIII. BOARD COMMITTEE REPORTS

- A. Governance (None)
- B. Teaching and Learning
  - 1. Proposed Curricular Changes  
*Recommend approving the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.*
- C. Planning and Operations
  - 1. 2016-2020 Five-Year Capital Construction Plan and Initial Project Proposals  
*Recommend approving: 1) 2016-2020 Five-Year Capital Construction Plan; 2) the Initial Project Proposals for Natural Science Building and the Center for Human Performance (Moreno Valley College); Library/Learning Resource Center and the Center for Human Performance and Kinesiology (Norco College); and Cosmetology Building (Riverside City College).*
  - 2. Final Environmental Initial Study / Mitigated Negative Declaration for

Student Services Building

*Recommend adopting a Mitigated Negative Declaration for the Student Services Building; approving the building project, subject to the mitigation measures and conditions of approval based upon the findings and conclusions incorporated in the Final Environmental Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, and 3) authorize the filing of notice of determination.*

3. Contract Amendment of the Go-Pass Transportation Fee for Moreno Valley College

*Recommend approving the Contract Amendment of the Go-Pass Transportation Fee Contract for Moreno Valley College Students with the Riverside Transit Agency*

D. Resources

1. Tentative Budget for 2014-2015 and Notice of Public Hearing on the 2014-2015 Final Budget  
*Recommend approving the 2014 - 2015 Tentative Budget, as presented, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools. It is also recommended that the Board of Trustees announce that: 1) the proposed 2014 - 2015 Final Budget will be available for public inspection beginning September 11, 2014, at the Office of the Vice Chancellor, Business and Financial Services; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 16, 2014, to be followed by the adoption of the 2014 - 2015 Final Budget.*
2. Allocation of \$2.6 Million from the Redevelopment Pass-Through Fund for additional contingency funding for Construction Bids of Culinary Arts Academy/District Offices and Coil School for the Arts projects.  
*Recommend allocating additional funds of \$2.6 million to serve as additional contingency funding for the Culinary Arts Academy/District Offices and the Henry W. Coil and Alice Edna Coil School for the Arts projects.*

E. Facilities (None)

IX. ADMINISTRATIVE REPORTS

A. Vice Chancellors

1. Minimum Wage Increase  
*Recommend approving the minimum wage increase effective July 1, 2014.*

B. Presidents

1. Moreno Valley College Catalog 2014-2015  
*Recommend approving the 2014-2015 Moreno Valley College Catalog as submitted.*
  2. Norco College Catalog 2014-2015  
*Recommend approving the 2014-2015 Norco College catalog as submitted.*
  3. Riverside City College Catalog 2014-2015  
*Recommend approving the 2014-2015 Riverside City College catalog as submitted.*
- X. ACADEMIC SENATE REPORTS
- A. Moreno Valley College
  - B. Norco College
  - C. Riverside City College/Riverside Community College District
- XI. BARGAINING UNIT REPORTS
- A. CTA - California Teachers Association
  - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
- A. Reporting Out of Board of Trustees Annual Self Evaluation for 2014  
*Recommend reviewing and accepting the objectives for the next 12-month Board Self Evaluation period, as a means of reporting out from the 2012-13 Board Self Evaluation process.*
  - B. Update from Members of the Board of Trustees on Business of the Board.  
*Information Only*
- XIII. CLOSED SESSION
- A. Pursuant to Government Code Section 54957, Public Employee Appointment Title: Chancellor  
*Recommended Action to be Determined.*
  - B. Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator District Designated Representative: Brad Neufeld, Gresham Savage, Unrepresented Employee: Chancellor  
*Recommended Action to be Determined*
  - C. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release  
*Recommended Action to be Determined*
- XIV. ADJOURNMENT

## Agenda Item (II-A)

Meeting	6/17/2014 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of May 6, 2014
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommended approving the May 6, 2014 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By: Irving Hendrick, Interim Chancellor  
Kathy Tizcareno, Administrative Assistant

### Attachments:

[050614\\_MIN](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
RESOURCES, AND FACILITIES COMMITTEES  
OF MAY 6, 2014

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m., in the Bradshaw Building-Hall of Fame, Riverside City College, 4800 Magnolia Avenue, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Mary Figueroa, Board Member  
Sam Davis, Board Member  
Jared Snyder, Student Trustee

Absent

Nathan Miller

Staff Present

Dr. Irving G. Hendrick, Interim Chancellor  
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services  
Ms. Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources  
Dr. Robin Steinback, Interim Vice Chancellor, Educational Services, Workforce Development and Planning  
Dr. Wolde-Ab Isaac, Acting President, Riverside City College  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Paul Parnell, President, Norco College  
Ms. Chris Carlson, Chief of Staff and Facilities Development  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Dr. Shelagh Camak, Vice President, Workforce and Resource Development, Riverside City College  
Mr. Richard Keeler, Dean, Grants  
Dr. John Tillquist, Associate Vice Chancellor, Economic Development

Guests Present

Ms. Debra Yorba, Vice President, Keenan & Associates

Student Trustee Jared Snyder led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Green/Davis moved that the Board of Trustees approve the absence of Trustee Nathan Miller from the meeting on Tuesday, May 6, 2014.  
Motion carried (4 ayes, 1 absent [Miller])

MOTION TO EXCUSE TRUSTEE'S ABSENCE

Ms. Yorba provided a health care update that included the benefits matrix implementation, progress of prescription and medical appeal claims and reprocessing of claims, and noted there would be no charge to the District for the manual audit of 2,395 claims. Discussion followed.

Health Care Update



The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:16 p.m. Committee members in attendance: Dr. Robin Steinback, Interim Vice Chancellor, Educational Services, Workforce Development and Planning, Academic; Senate Representatives: Mr. Sal Soto (Moreno Valley College) and Ms. Peggy Campo (Norco College); and CTA Representatives: Dr. Dariush Haghghat and Mr. John Sullivan.

## TEACHING AND LEARNING

Dr. Steinback led the committee review of the proposed curricular changes for inclusion in the college catalogs and schedule of class offerings that will be presented to the Board for approval at the May 20 regular Board meeting. Discussion followed.

Proposed Curricular Changes

Dr. Shelagh Camak and Dr. Isaac provided the committee with an informational presentation on the current proposed partnership programs being considered for the Stokoe Integrated Learning Center and the partnership between Alvord Unified School District and Riverside City College. Discussion followed.

Update on Phillip M. Stokoe Elementary School

Dr. John Tillquist presented the 2013 Annual Report outlining the work completed in the last year that included information on newly-created jobs, jobs saved, specific services offered at minimal or no cost, and the general of millions of dollars in new capital and sales. Discussion followed.

Annual Report for Office of Economic Development

Mr. Richard Keeler provided a summary report that included an update to the Master Submission Schedule, a summary of grant applications and awards received as well as accomplishments on behalf of the District and its three colleges. Discussion followed.

2013-2014 Annual Summary Report for Grants Office

The Committee adjourned the meeting at 6:55 p.m.

Vice President Green convened the meeting at 6:56 p.m. Committee members in attendance: Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College) and Dr. Lynn Greene (Norco College); ASRCCD Representative: Mr. Brennan Gonerig; and CTA Representative: Dr. Mark Sellick (Riverside City College).

## FACILITIES COMMITTEE

Ms. Carlson presented the committee with the agreement amendment for the District-wide ADA Transition Plan Implementation Phase I Project for architectural and structural design services for Moreno Valley College, Norco College, and Riverside City College and partial fire alarm

Agreement Amendment 2 for the District-wide ADA Transition Plan Implementation Phase I Project with PSOMAS

system upgrade for Norco College with PSOMAS in an amount not to exceed \$21,745 that will be presented to the Board for approval at the May 20 regular meeting. Discussion followed.

The committee adjourned the meeting at 6:59 p.m.

Adjourned

The Board adjourned the meeting in at 7:00 p.m.

ADJOURNMENT

## Agenda Item (II-B)

Meeting	6/17/2014 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Special Meeting of May 12, 2014
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the May 12, 2014 Board of Trustees Special meeting minutes as prepared.

Prepared By: Irving Hendrick, Interim Chancellor  
Liz Romero, Administrative Assistant III

### Attachments:

[051214\\_MIN](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF MAY 12, 2014

President Blumenthal called the special meeting of the Board of Trustees to order at 6:00 p.m., at Magnone's Trattoria & Market, 1630 Spruce Street, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Nathan Miller, Secretary  
Mary Figueroa, Trustee  
Sam Davis, Trustee

Trustees Absent

Jared Snyder, Student Trustee

The Board adjourned to closed session at 6:00 p.m., Pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Kathryn Jeffery, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 8:45 p.m., announcing no action and adjourned the meeting to Monday, May 19, 2014 at 6:00 p.m. at Magnone's Trattoria & Market.

RECONVENED/ADJOURNED TO  
MAY 19, 2014

The Board adjourned to closed session on Monday, May 19, 2014, at 6:12 p.m., Pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Tod Burnett, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session at 8:40 p.m., announcing no action and adjourned the meeting to Wednesday, May 28, 2014 at 6:00 p.m., at the C3 Restaurant, Marriott Riverside at the Convention Center, 3400 Market Street, Riverside, California.

RECONVENED/ADJOURNED TO  
MAY 28, 2014

The Board adjourned to closed session on Wednesday, May 28, 2014, at 6:09 p.m. pursuant to Government Code Section 54957, Public Employment, to confer with a final level candidate, Dr. Michael Burke, for the Chancellor's position.

CLOSED SESSION

The Board reconvened to open session announcing no action was taken, and adjourned the meeting at 8:54 p.m.

RECONVENED/ADJOURNED

## Agenda Item (II-C)

Meeting	6/17/2014 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Regular Meeting of May 20, 2014
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommended approving the May 20, 2014 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Irving Hendrick, Interim Chancellor  
Michelle Haeckel, Administrative Assistant, Office of the Chancellor

### Attachments:

[052014\\_MIN](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF MAY 20, 2014

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m., in the O.W. Noble Administrative Center, Board Room AD 122, Riverside City College, 4800 Magnolia Avenue, Riverside, California 92506

CALL TO ORDER

Trustees Present

Virginia Blumenthal, President  
Janet Green, Vice President  
Nathan Miller, Secretary  
Sam Davis, Board Member  
Mary Figueroa, Board Member  
Jared Snyder, Student Trustee

Staff Present

Ms. Sylvia Thomas, Acting Interim Vice Chancellor, Diversity and Human Resources  
Mr. Aaron Brown, Vice Chancellor, Business and Financial Services  
Dr. Robin Steinback, Interim Vice Chancellor, Educational Services,  
Workforce Development & Planning  
Dr. Wolde-Ab Isaac, Interim President, Riverside City College  
Dr. Sandra Mayo, President, Moreno Valley College  
Dr. Paul Parnell, President, Norco College  
Ms. Chris Carlson, Chief of Staff and Facilities Development  
Mr. Lee Nelson, Academic Senate Representative, District/Riverside City College  
Dr. Lyn Greene, Academic Senate representative, Norco College  
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley College  
Dr. Dariush Haghighat, President, CTA

Guests Present

Dr. Marie Colucci, Nursing, Co-chair of the Facilities Recognition and Naming Committee  
Ms. Amy Cardullo, Director, RCCD Foundation  
Director, International Education Study Abroad for Riverside Community College District  
Dr. Thatcher Carter, Associate Professor, English/Honors Coordinator, Riverside City College  
Dr. Roslynn Byous, Director/Assistant Professor, Physician Assistant Program, Moreno Valley College  
Dr. Daniel Kim, Medical Director, Riverside County Regional Medical Center/Moreno Valley College Physician Assistant Program  
Mr. Don Wilcoxson, Associate Professor, Business Administration, Riverside City College  
Ms. LaNeshia Judon, Associate Professor, Business Administration, Riverside City College

Student Trustee Jared Snyder led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Green/Davis moved that the Board of Trustees approve moving Consent Item VI-A-1 to be heard before Chancellor's Reports Items IV-b and IV-c. Motion carried.  
(5 ayes)

AMEND AGENDA

Davis/Green moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of April 1, 2014. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF APRIL 1, 2014

Green/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of April 15, 2014. Motion carried. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF April 15, 2014

Miller/Green moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of April 22, 2014. Motion carried. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF APRIL 22, 2014

CHANCELLOR'S REPORTS

Green/Figueroa moved that the Board of Trustees approve Consent Item No. VI-A-1, Academic Personnel. Motion carried (5 ayes)

Academic Personnel

Presentations

Dr. Steinback recognized eight faculty members who have earned the Rank of Professor effective 2014-2015 as follows: Moreno Valley College: Dr. Chris Nollette, Emergency Medical Services; Norco College: Mr. Rex Beck, Business Administration, Ms. Rosina Chacon, Counseling; Dr. Dominique Hitchcock, Spanish; Dr. Gail Zwart, Business Administration; Riverside City College: Dr. Debbie Cazares, Dr. Patricia Tutor, and Mr. Don Wilcoxson.

Presentation of Rank of Professor for 2014-2015

Dr. Steinback recognized and presented certificates to faculty and academic administrators granted with the Rank of Emeritus as follows: 2012-2013: Mr. Douglas Bowen, Associate Professor, English as a Second Language; Ms. Renee Kimberling, Director, Health Services; Dr. Bonnie Pavlis, Professor, Humanities; 2013-2014: Mr. Richard Finner, Professor, Applied Digital Media; Dr. Diane Solorzano, Professor, English; Mr. Jose Duran, Professor, Business Administration; Mr. Michael Cluff, Professor, English (special circumstances); Dr. Reza Maghroori, Provost/Vice Chancellor, Educational Services; Dr. Shelagh Camak, Vice President, Workforce and Resource Development; Dr. Bernard Fradkin, Dean of Instruction, Ms. Joy Chambers, Dean, Enrollment Services.

Presentation of Rank of Emeritus

Dr. Colucci provided comments that included a history of the RCCD Facilities Recognition and Naming Committee's recommendation to recognize Dr. Charles A. Kane who was the Superintendent/President of Riverside Community College from 1978 to 1992. The committee first considered Dr. Kane's nomination to have a building named in his honor in 2009; and, again, in subsequent years while they waited for an appropriate building to honor him for his service and contributions over the years.

COMMENTS FROM THE PUBLIC

Ms. Cardullo read the comments of Ms. Jan Schall, Director, International Education Study Abroad for RCCD, who supports the naming of the new building. Many District employees and members of the community supported his nomination for the naming of the building.

Facilities Recognition and Naming Recommendation - Dr. Charles A. Kane

Figueroa/Green moved that the Board of Trustees approve the naming of the planned Student Services and Administration Building at Riverside City College in honor of former Superintendent/President Charles A. Kane, and transferring the designation O.W. Noble on the current Administration Building to the administration wing of the new building upon completion of construction. Motion carried. (5 ayes)

The honors program is a model program committed to the District's mission. Over time, it has grown from serving 50 students enrolled in 4 honors seminars to serving over 600 students enrolled in 22 honors seminars with classes at all three colleges. Dr. Carter discussed statewide transfer agreements with UCs and Cal States as well as private universities, the invitation into the prestigious Honors to Honors Program at UC/Irvine, and varied honors offerings, noting recently offered honors classes in Biology 1H, and Biology 11H.

RCCD Honors Program Presentation

Figueroa/Miller moved that the Board of Trustees adopt Resolution Number 46-13/14, Order of Election of Riverside Community College District, Riverside, California - Resolution ordering consolidated governing board member biennial election specifications of the election order, and request for consolidation for the November 4, 2014 election; and send Order of Election to the Registrar of Voters and County Superintendent of Schools. Motion carried. (5 ayes)

Resolution Number 46-13/14 Order of Election, Ordering of Consolidated Governing Board Member Biennial Election



Ms. Thomas announced that an audit of claims during January through April, 2014 is underway, any issues with chiropractic claims should be reported for review, and several claims in favor of District employees have resulted in checks being paid directly to the employees.

Health Care Update

The Board of Trustees received information on documents that are used to monitor and review upcoming action items, information items, and presentations, as well as planning for the monthly committee and Board meetings.

Future Monthly Committee  
Agenda Planner and Annual  
Master Planning Calendar

### STUDENT REPORT

Student Trustee Jared Snyder presented the report about recent and future student activities at Norco, Moreno Valley, and Riverside City Colleges and Riverside Community College District.

### CONSENT ITEMS

#### Action

Figueroa/Green moved that the Board of Trustees:

Approve/ratify the listed academic appointments, separations, and assignment and salary adjustments;

Academic Personnel

Approve/ratify the listed classified appointments, separations, and assignment and salary adjustments;

Classified Personnel

Approve/ratify the listed other personnel appointments, and assignment and salary adjustments as amended;

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,986,638 and District Warrant Claims totaling \$7,707,921;

Purchase Order and Warrant  
Report – All District  
Resources

Approve the budget transfers as presented;

Budget Adjustments

Approve adding the revenue and expenditures of \$6,500 to the budget;

Resolution No. 41-13/14 –  
2013-2014 TANF Program

Approve adding the revenue and expenditures of \$262,321 to the budget;

Resolution No. 43-13/14 –  
2013-2014 Upward Bound  
TRIO – Alvord Unified  
School District Program

Approve adding the revenue and expenditures of \$5,000 to the budget;

Resolution No. 44-13/14 –  
2013-2014 Board Financial  
Assistance Program – Student  
Financial Aid Administration

Approve adding the revenue and expenditures of \$180,000 to the budget;

Resolution No. 45-13/14 –  
2013-2014 Resource 3200  
Food Services

Award Bid Number 2013/14-43 – Chiller Replacement at Landis and MLK Data Room HVAC Upgrades Project, in the total amount of \$360,259 to Allison Mechanical, Inc.;

Bid Award for the Chiller Replacement at Landis and MLK Data Room HVAC Upgrades Project

Ratify contracts totaling \$319,623 for the period April 1, 2014 through April 30, 2014;

Contracts and Agreements Report Less than \$84,100 – All District Resources

Approve Norco College (as fiscal agent for "About Students" Regional Consortium) move forward to engage WestEd effective May 21, 2014 in the amount of \$95,370 to assist in the development and submission of the Regional Comprehensive Plan completed to date by July 31, 2014;

Consulting Services for the AB86 Consortium Grant between Riverside Community College District on behalf of Norco College and WestEd

Approve the procurement of gas supply and delivery arrangements for the Norco College Fuel Cell from the Department of General Services (DGS), utilizing the State of California Department of General Services Natural Gas Services Program Gas Services Agreement;

Approval to Procure Gas Supply and Delivery Arrangements from the Department of General Services (DGS), Utilizing the State of California Department of General Services Natural Gas Services Program Gas Services Agreement

Approve the out-of-state travel;

Out-of-State Travel

Accept the project listed on the attachment as complete, and approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works)

Notice of Completion

Approve the sale of three (3) 1995 buses with the Vehicle Identification Numbers: 1GF5ACNK6SD106241, 1GF5CNK46SD106237, 1GF5ACNK7SD106233 for the amount of \$1.00 each to Transit Sales International (TSI);

Part out and Disposal of RTA Buses

Declare the property on the attached list to be surplus; find property does not exceed the total value of \$5,000; and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the

Surplus Property

District.

Motion carried. (5 ayes)

The Board received the monthly financial report for month ending April 30, 2014.

The Board received the quarterly financial status report for the quarter ended March 31, 2014.

Davis/Green moved that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings. Motion carried. (5 ayes)

Miller/Green moved that the Board of Trustees approve Agreement Amendment No. 2 for the District-wide ADA Transition Plan Implementation Phase I Project for Architectural and Structural Design Services for Moreno Valley College, Norco College and Riverside City College and partial Fire Alarm System upgrade for Norco College with PSOMAS in the amount not to exceed \$21,745.

Dr. Byous, Dr. Kim, and students, current and former, from the Physician Assistant Program at Moreno Valley College, gave a presentation on the program's progress from its start, its growth, and the accreditation process as well as current projects and future goals.

A presentation was given by Mr. Wilcoxson and Ms. Judon regarding a program established under the auspices of the State Bar of California's Council on Access and Fairness. The purpose of the initiative is to provide a 2+2+3 pathway to a law school education for students whose post-secondary education begins at the community college level. It will provide a clear pathway from community colleges to law

## Information

Monthly Financial Report for Month Ending – April 30, 2014

CCFS-311Q – Quarterly Financial Status Report for the 3rd Quarter Ended March 31, 2014

## BOARD COMMITTEE REPORTS

### Teaching and Learning

Proposed Curricular

### Facilities

Agreement Amendment 2 for the District-wide ADA Transition Plan Implementation Phase I Project with PSOMAS

## ADMINISTRATIVE REPORTS

### Presidents

Presentation Update on Physician Assistant Program

Community Colleges Pathway to Law School Initiative

schools.

Dr. Travis Gibbs presented the report on behalf of Moreno Valley College.

Mr. Lee Nelson presented the report on behalf of Riverside City College and the District.

Dr. Dariush Haghghat, President, CTA, presented the report on behalf of the CTA.

Results of the annual self-assessment, the tool used to categorize and compile each Board members' views on the Board of Trustees' goals for 2014, as well as the effectiveness of the Board in achieving the goals set during 2013, were reviewed by Ms. Carlson.

By consensus of the Board of Trustees, the trustees will review the goals as listed in the annual self-evaluation and submit additional goals to Ms. Carlson no later than two weeks from tonight's meeting.

The Board adjourned to closed session at 8:35 p.m. and reconvened at 9:04 p.m. after considering the following closed session items:

The Board of Trustees announced that no action was taken.

Miller/Green moved that the Board of Trustees approve the Severance Agreement between the District and Dr. Cynthia Azari and authorized Interim Chancellor, Dr. Irving Hendrick, to sign the Agreement on behalf of the District. Motion carried. (5-0)

## ACADEMIC SENATE REPORTS

Moreno Valley College

Riverside City College

## BARGAINING UNIT REPORTS

CTA – California Teachers Association

## BUSINESS FROM BOARD MEMBERS

Annual Self Evaluation for Board of Trustees

## ADJOURNED TO CLOSED SESSION/RECONVENED

Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (D) of Government Code Section 54956.9) – CSEA Chapter 535 v. Riverside Community College District. PERB Case No. LA-CE-5895-E

Pursuant to Government Code Section 54957.6, "Conference with Labor Negotiator, District Negotiator: Bradley Neufeld, Gresham, Savage, Unrepresented Employee: Riverside City College President

The Board adjourned the meeting at 9:05 p.m.

ADJOURNED

## Agenda Item (III-A)

Meeting	6/17/2014 - Regular
Agenda Item	Public Hearing (III-A)
Subject	Public Hearing for Final Environmental Initial Study / Mitigated Negative Declaration for Student Services Building
College/District	Riverside
Funding	Measure C - College Funds
Recommended Action	It is recommended that the Board of Trustees hold a public hearing on the Final Environmental Initial Study/Mitigated Negative Declaration for the Student Services Building, and consider any testimony received.

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### Background Narrative:

A Final Environmental Initial Study (FEIS)/Mitigated Negative Declaration (MND) was prepared for the District, on behalf of Riverside City College by DUDEK. Said document, was completed in May 2014 in compliance with the California Environmental Quality Act (CEQA) for the Student Services Building project located at Riverside City College.

Based upon analysis, agency comments, and professional judgment a FEIS/MND is being recommended in accordance with District Guidelines for implementing the California Environmental Quality Act (CEQA). The Environmental Initial Study was undertaken for the purpose of deciding whether the project would have a significant adverse effect on the environment. If no substantial evidence for such an effect exists, or if the potential effect can be reduced to a level of insignificance through project revisions, a mitigated negative declaration may be adopted by the Board of Trustees.

As part of the CEQA process, a public hearing shall be held before final consideration and adoption of the Mitigated Negative Declaration (MND). At this time, the Board shall hold the public hearing and consider any testimony received. The Final EIS and MND were reviewed at the Planning and Operations Committee meeting held June 3, 2014, and is included in the board agenda under the committee reports for final consideration, subsequent to holding the hearing and considering any testimony received.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Laurens Thurman, District Consultant  
Wolde-Ab Isaac, Acting President, Riverside

### Attachments:

## Agenda Item (IV-A)

Meeting 6/17/2014 - Regular  
Agenda Item Chancellor's Reports (IV-A)  
Subject Chancellor's Communications  
College/District District  
Information Only

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### Background Narrative:

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

Prepared By: Irving Hendrick, Interim Chancellor

### Attachments:

## Agenda Item (IV-B)

Meeting 6/17/2014 - Regular  
Agenda Item Chancellor's Reports (IV-B)  
Subject Presentation of Spring 2014 Scholarship Award to Student Trustee  
College/District District  
Information Only

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### Background Narrative:

Chancellor will present the Spring 2014 Scholarship Award to Student Trustee Mr. Jared Snyder.

Prepared By: Irving Hendrick, Interim Chancellor

### Attachments:



## Agenda Item (IV-C)

Meeting 6/17/2014 - Regular  
Agenda Item Chancellor's Reports (IV-C)  
Subject Swearing in of 2014-2015 Student Trustee  
College/District District  
Information Only

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### Background Narrative:

The Chancellor will administer the oath of office for the 2014-2015 Student Trustee Ms. April Galvan.

Prepared By: Irving Hendrick, Interim Chancellor

### Attachments:

## Agenda Item (IV-D)

Meeting 6/17/2014 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Presentation - Moreno Valley College STEM Mobile Innovation Center

College/District Moreno Valley

Information Only

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### Background Narrative:

This presentation will highlight the work of the STEM center. This includes its partnerships, pilot program, supplemental instruction, activities, projects, and its STEM Mobile Innovation Center.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Maureen Chavez, Associate Dean, Grants and College Support Programs

### Attachments:

[MVC STEM Success](#)



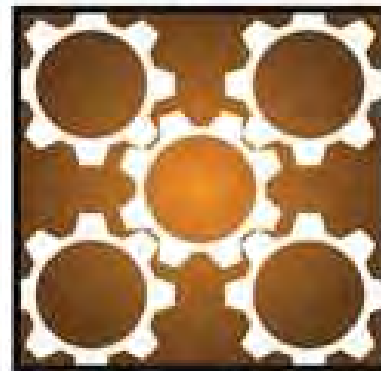
# MVC STEM SUCCESS



STEM Student Success Center  
Maureen Chavez  
Associate Dean,  
Grants & College Support Services

S T E M

Science • Technology • Engineering • Math



M O R E N O V A L L E Y C O L L E G E

# U.S. DEPARTMENT OF EDUCATION



Title III/STEM Grant  
Project



# STEM STUDENT SUCCESS CENTER (SSSC)

- ◉ STEM Counseling

  - STEM Student Education Plans (SEPs)

  - STEM Transfer orientations

  - Student Success Workshops

  - STEM Club

  - Individualized and specialized STEM counseling services & programs.

- ◉ STEM Career and Transfer Services

- ◉ STEM Student and Faculty Resources

- ◉ STEM Summer “SmartStart” Institutes

- ◉ Partnerships with school districts and 4-year Universities

- ◉ Supplemental Instruction

- ◉ STEM Activities and Projects

- ◉ STEM Mobile Innovation Center

# SUMMER “SMARTSTART” INSTITUTE

- ◉ Prepares student for success in Math 35
- ◉ Piloted in Summer 2013 with GUI 48A and Supplemental Instruction (SI) Math 35 intervention session.
- ◉ Students completed 4 week GUI48A course and 6 weeks of Math 35 SI with a assigned faculty member and SI Leader.
- ◉ 90% of students successfully completed Math 35 in Fall 2013
- ◉ 2<sup>nd</sup> Pilot scheduled for Summer 2014 with GUI 45 specific to STEM and Math 35 SI with assigned faculty and SI Leader.

# DEVELOPING STEM PARTNERSHIPS

- ◎ STUDENTS
- ◎ Val Verde Unified School District
- ◎ Moreno Valley Unified School District
- ◎ Banning/Beaumont Library Systems
- ◎ MVC's Upward Bound Math & Science
- ◎ University of California, Riverside (CNAS and BCOE)



# STEM SUPPLEMENTAL INSTRUCTION

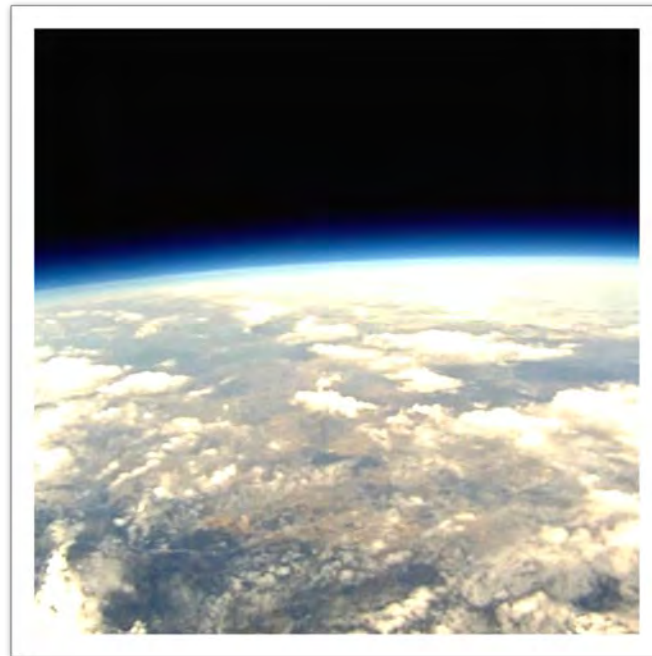
- ◎ STEM Supplemental Instruction (SI) is offered through MVC'S STEM Student Success Center (SSSC). STEM SI is a series of weekly review sessions for students taking historically difficult courses. SI is a peer-facilitated group discussion associated with collaborative learning. It is *not tutoring*. SI Leaders are facilitators who have successfully passed the course, and have been recommended by the professor.
- ◎ All SI Leaders must be faculty recommended and approved, complete the required RCCD hiring process, complete required trainings and attend on-going SI training and meetings throughout the academic year.

# STEM SI OUTCOMES HIGHLIGHTS

- ◎ Examples of 2012/2013 SI Outcomes
  - The number of STEM courses with SIs available increased by 38% from 2011/2012 to 2012/2013
  - Retention rates for Hispanic and other low income students who attend SI sessions for transferrable STEM courses had an average retention rate in 2012/2013 of 85% as compared to 45% of those not attending SI.
  - Completion rates in STEM transferrable courses for Hispanic and other low income students participating in STEM SI during the 2012/2013 grant period were 30% higher, 79% as compared to 49%, than all other students not attending STEM SI sessions.
- ◎ Examples of Fall 2013 SI Outcomes:
  - Those students attending 10 or more SI sessions in Fall 2013 for AMY-10; AMY 2B; BIO 1; and BIO 34 had an overall 93% average success rate as compared to non SI students of only 40% average success rate.
  - In BIO 34, those students attending any SI sessions success rate was 66.7% as compared to only 22.2% for those students who did not attend any SI sessions. BIO 34 students attending 10 or more SI sessions in Fall 2013 had a 100% success rate.

# STEM ACTIVITIES AND PROJECTS

- ◉ Mobile Planetarium
- ◉ Upward Bound Math & Science Summer Program
- ◉ Demonstrations and hands-on experiments
- ◉ Community STEM Outreach
- ◉ Orientations and Information sessions on STEM
- ◉ SSSC funded Academic Project - Faculty led undergraduate research projects in and out of the classroom or labs (Piloted Spring 2014)



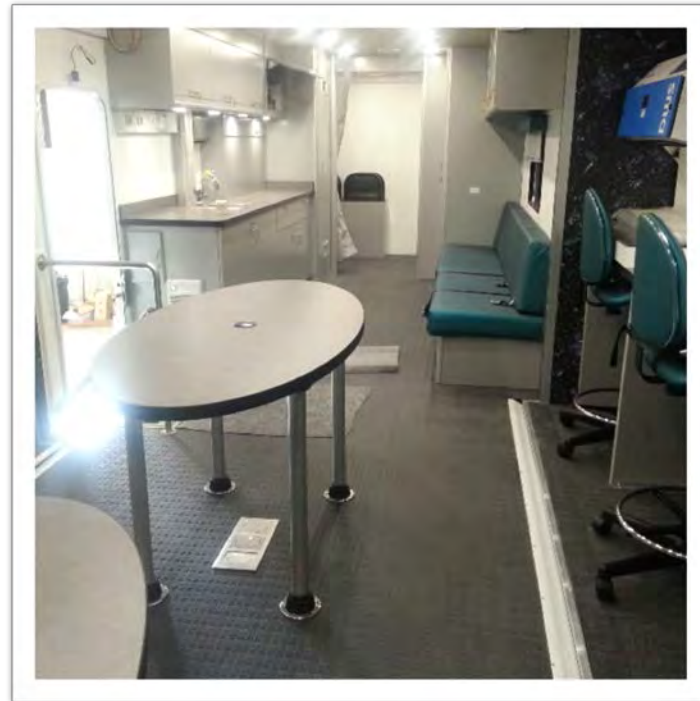
# STEM MOBILE INNOVATION CENTER

- MVC's STEM SSC's Mobile Lab is designed to create a mobile innovation "learning" center delivering STEM engagement and outreach activities. The STEM Mobile Innovation Center brings mobile STEM education to MVC and the community.



# STEM MOBILE INNOVATION CENTER

- ◉ MVC's STEM Mobile Innovation Center will serve as an interactive lab for the general sciences; simulation/gaming; biology; chemistry; physics; and limited astronomy.
- ◉ Summer UBMS Program and STEM activities on Campus.
- ◉ Fall 2014 launch to K-12 and community events.



# FUNDING & SPONSORS

- ◉ Title III/STEM Grant project funded through US Department of Education
- ◉ “Inaugural” STEM Mobile Innovation Center Sponsor - Edison International. \$5,000



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## Agenda Item (IV-E)

Meeting 6/17/2014 - Regular  
Agenda Item Chancellor's Reports (IV-E)  
Subject Health Care Update  
College/District District  
Information Only

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### Background Narrative:

At the November 25, 2013, Regular Board of Trustees meeting the Board of Trustees requested an update on the health care issue at each Board meeting.

Any new claims or concerns will be brought forward.

Prepared By: Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources

### Attachments:

## Agenda Item (IV-F)

Meeting 6/17/2014 - Regular

Agenda Item Chancellor's Reports (IV-F)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

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### Background Narrative:

Monthly, the Board Committees meet to review upcoming action items or receive information items and presentations. Furthermore, annually the Board sees and takes action on items at the same time each year. For the purposes of planning the monthly committee and Board meetings, the Future Committee Agenda Planner and the Annual Master Planning Calendar are provided for the Board's information.

Prepared By: Irving Hendrick, Interim Chancellor

### Attachments:

[Future Monthly Committee Agenda Planner and Annual Master Planning Calendar\\_061714](#)



**COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET**

**August 2014**

**Page 1**

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
<div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> <li>✓ Board report &amp; backup materials attached for review by the Cabinet.</li> <li>■ Board report and/or backup not yet complete – review pending.</li> <li>★ Approved by the Cabinet for placement on the Board agenda.</li> </ul> <p style="text-align: center; color: red; font-weight: bold; margin-top: 10px;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 7/29/14 &amp; 8/12/14</p> </div>		<ul style="list-style-type: none"> <li>■ Presentation – Summary of MVC CMP – by HMC Architects (Mayo, Carlson, Thurman)</li> </ul>		<ul style="list-style-type: none"> <li>■ Request Approval of Hiring Firm For RCC Category: Soils Testing (Carlson)</li> <li>■ Pre-qualification List of Firms for Environmental Services (Carlson)</li> <li>■ Amendment No. 1 for Utility Infrastructure Project (Norco &amp; RCC) – Tilden-Coil Constructors (Carlson, Doering)</li> </ul>

Updated 6/10/14

**RECOMMENDED 2013-14 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR**

Month	Planned Agenda Item
August	<ul style="list-style-type: none"> <li>• Proposed Curricular Changes</li> </ul>
September	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended June 30</li> <li>• Budget – Public Hearing</li> </ul>
October	<ul style="list-style-type: none"> <li>• Annual Master Grant Submission Schedule</li> <li>• Emeritus Awards, Faculty</li> <li>• Presentation of Annual Report by Measure C Citizens’ Bond Oversight Committee</li> </ul>
November	<ul style="list-style-type: none"> <li>• Annual CCFS-311 Financial and Budget Report</li> <li>• Annual Proposition 39 Financial and Performance Audits</li> </ul>
December	<ul style="list-style-type: none"> <li>• Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments.</li> <li>• Annual Board of Trustees Meeting Calendar for January-December</li> <li>• RCCD Report Card on the Strategic Plan</li> <li>• Annual District Academic Calendar</li> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended September 30</li> <li>• RCCD Report Card on the Strategic Plan</li> <li>• Annual Independent Audit Report for the Riverside Community College District</li> <li>• Annual Independent Audit Report for the Riverside Community College District Foundation</li> <li>• Fall Scholarship Award to Student Trustee</li> </ul>
January	<ul style="list-style-type: none"> <li>• Accountability Reporting for Community Colleges</li> <li>• Grants Office Annual Winter Report</li> <li>• Governor’s Budget Proposal</li> <li>• Federal Legislative Update</li> <li>• Nonresident Tuition and Capital Outlay Surcharge Fees</li> <li>• Proposed Curricular Changes</li> </ul>
February	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended December 31</li> <li>• Recommendation Not to Employ (March 15<sup>th</sup> Letters)</li> </ul>
March	<ul style="list-style-type: none"> <li>•</li> </ul>
April	<ul style="list-style-type: none"> <li>• Academic Rank – Full Professors</li> <li>• Authorization to Encumber Funds</li> <li>• Proposed Curricular Changes</li> <li>• Accountability Reporting for Community Colleges</li> </ul>
May	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31</li> <li>• Summer Workweek</li> <li>• College Closure – Holiday Schedule</li> <li>• Resolution to Recognize Classified School Employee Week</li> <li>• Board of Trustees Annual Self-Evaluation</li> <li>• Chancellor’s Evaluation</li> </ul>
June	<ul style="list-style-type: none"> <li>• Administration of Oath of Office to Student Trustee</li> <li>• Spring Scholarship Award to Student Trustee</li> <li>• Department Chairs and Stipends, Academic Year</li> <li>• Coordinator Assignments</li> <li>• Extra-Curricular Assignments</li> <li>• Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded</li> <li>• Academic Administrator Employment Contracts</li> <li>• Tentative Budget and Notice and Public Hearing on the Budget</li> <li>• Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals</li> <li>• Moreno Valley College Catalog</li> <li>• Norco College Catalog</li> <li>• Riverside City College Catalog</li> <li>• Board Self Evaluation – Reporting Out</li> </ul>



## Agenda Item (V-A)

Meeting 6/17/2014 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

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### Background Narrative:

Student Trustee Jared Snyder will be presenting the report about the recent and future student activities at Moreno Valley College, Norco College, Riverside City College, and Riverside Community College District.

Prepared By: Irving Hendrick, Interim Chancellor

### Attachments:

[Student Report\\_061714](#)

The Associated Students of Norco College attended their last Senate Meeting for the 2013-2014 Academic School Year on May 29<sup>th</sup> 2014.

In regards to campus activities, the ASNC has been involved in the following:

- Student Senate for California Community Colleges General Assembly (May 2<sup>nd</sup>-4<sup>th</sup>)
  - The General Assembly took place at the Los Angeles Airport Marriott
  - 9 ASNC members and 2 advisors attended the state-wide event
- 1<sup>st</sup> Annual ASNC Zombie Game (May 6<sup>th</sup>)
  - Originating from Cal Poly Pomona, the ASNC modeled a new college wide event at Norco College
  - Over 5 clubs and 30 students participated in this Humans vs. Zombies Game (Don't worry, the Humans did find a cure!)
- Cinco de Mayo Celebration (May 6<sup>th</sup>)
  - This event was hosted by the Norco College PUENTE Program
  - They brought a guest speaker and musician who performed during college hour
- Disability Awareness Panel (May 6<sup>th</sup>)
  - Students, Staff and Faculty participated in this event
  - The discussion panel brought awareness of Disability to Norco College
- ASNC Elections (May 13<sup>th</sup>-14<sup>th</sup>)
  - Norco College Students elected 14 members for the 2014-2015 ASNC Senate
  - Their term begins July 1<sup>st</sup> 2014

- Active Shooter Training (May 15<sup>th</sup>)
  - Information regarding the Active Shooter Training was dispersed to Norco College
  - Throughout the day there were classroom training sessions, picked at random, to bring awareness to the college
  - Campus police, students, staff, faculty and administration took part in this college wide training
- 1<sup>st</sup> Annual Mustang Spirit Day (May 22<sup>nd</sup>)
  - Brought to you by the ASNC, students received prizes for wearing school colors
- Students of Distinction Award Ceremony (May 23<sup>rd</sup>)
  - 19 Norco College Students were recognized as Students of Distinction
  - The event took place at John F. Kennedy Middle College High School
- Scholarship Award Ceremony (May 30<sup>th</sup>)
  - With an estimated 130 guests, The RCCD Foundation awarded over 50 scholarships to Norco College Students
  - The event took place at John F. Kennedy Middle College High School
- Inter-Club Council Banquet (June 5<sup>th</sup>)
  - The Clubs and Organizations of Norco College celebrated an excellent year of student life

The ASNC is looking forward to the following upcoming events:

- Commencement (June 12<sup>th</sup>)
- ASRCCD Retreat (June 16<sup>th</sup>-18<sup>th</sup>)

## Agenda Item (VI-A-1)

Meeting 6/17/2014 - Regular

Agenda Item Consent Agenda Action (VI-A-1)

Subject Academic Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the academic personnel actions

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### Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes academic personnel appointments and takes actions. The attached list of academic personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources

### Attachments:

[20140617\\_Academic Personnel](#)

[20140617\\_Academic Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: June 17, 2014

1. Appointments

Board Policy 2200 authorizes the Interim Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Interim Chancellor recommends approval/ratification for the following appointment(s) and authorizes the Acting Vice Chancellor, Diversity and Human Resources to sign the employment contracts:

a. Management Contract

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Contract Salary</u>
MORENO VALLEY COLLEGE			
Farrar, Carol	Interim Vice President, Academic Affairs	06/18/14 - Not to exceed two years	AB-5
NORCO COLLEGE			
Tschetter, Sheryl	Interim Dean, Instruction	06/18/14 – Not to exceed two years	Z-1
RIVERSIDE CITY COLLEGE			
McEwen, Wendy	Dean, Institutional Effectiveness	08/01/14 - 06/30/15	W-1

b. Contract Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY COLLEGE			
ASSISTANT PROFESSOR			
Kidd, Deon	Physician Assistant	08/19/14	H-7
Dewri, Wayne	Physician Assistant	08/19/14	F-6
NORCO COLLEGE			
ASSISTANT PROFESSOR			
Palmer, Diane	Humanities	08/19/14	C-6
Adams, Laura	Psychology	08/19/14	H-5

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
VISITING ASSISTANT PROFESSOR			
Pattison, Anne	Counselor/Coordinator (Workforce Preparation)	08/19/14	C-7

Subject: Academic Personnel

Date: June 17, 2014

1. Appointments (Cont'd)

- d. Extra-Curricular Assignments, Academic Year 2014-15  
The individuals specified on the attached list
- e. Department Chairs and Stipends, Academic Year 2014-15  
The individuals specified on the attached list.
- f. Coordinator Assignments, Academic Year 2014-15  
The individuals specified on the attached list.

2. Notices of Employment – Tenured Faculty, Academic Year 2014-15

It is recommended that the Board of Trustees, consistent with the provisions of Education Code Section 87609, approve notices of employment for the academic year 2014-15 for tenured faculty specified on the attached list.

3. Notices of Employment – Contract Faculty, Academic Year 2014-15

It is recommended that the Board of Trustees, consistent with the provisions of Education Code Section 87608, approve notices of employment for the academic year 2014-15 for contract faculty specified on the attached list.

4. Notices of Employment – Contract Faculty, Academic Years 2014-15 and 2015-16

The Board of Trustees, consistent with the provisions of Education Code Section 87608.5, employs contract faculty working under their second contract for the following two academic years. It is recommended the Board of Trustees approve notices of employment for the academic years 2014-15 and 2015-16 for the faculty on the attached list.

5. Notices of Employment – Categorically Funded Faculty, Academic Year 2014-15

The Board of Trustees, consistent with the provisions of Education Code Section 87470, employs faculty, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration. Employment may be for periods that are less than a full college year, and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of the Education Code respecting the termination of contract or regular employees.

It is recommended the Board of Trustees approve the notices of employment for the term of appointment indicated for the categorically funded faculty specified on the attached list.



6. Academic Administrator Employment Contracts, Academic Years 2014-15 and 2015-16

The Board of Trustees, consistent with the provisions of Education Code Section 72411, employs academic administrators by contract. It is recommended that the Board of Trustees approve the employment contracts on the attached list for academic years specified and authorize the Acting Vice Chancellor, Diversity and Human Resources to sign the contracts.

7. Categorically Funded Academic Administrator Employment Contracts, Academic Year 2014-15

The Governing Board of Riverside Community College District, consistent with the provisions of Education Code Section 87470, employs academic administrators, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration. Employment may be for periods that are less than a full college year, and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of the Education Code respecting the termination of contract or regular employees.

It is recommended that the Board of Trustees approve the employment contracts for the categorically funded academic administrators specified on the attached list and authorize the Acting Vice Chancellor, Diversity and Human Resources to sign the contracts.

8. Salary Reclassification

Board Policy 7160 establishes the procedures for professional growth and salary reclassification. It is recommended the Board of Trustees grant a salary reclassification to the following faculty members.

<u>Name</u>	<u>From Column</u>	<u>To Column</u>	<u>Effective Date</u>
LaTonya, Parker	D	E	06/01/2014
Doug Finfrock	D	E	07/01/2014
Garth Schultz	E	F	07/01/2014

9. Change Effective Date of Appointment for a Manager

At the Board meeting of May 20, 2014, the Board of Trustees approved the appointment of Scott Bauer, Dean of Instruction, Fine and Performing Arts to be effective July 1, 2014. The effective date needs to be changed from July 1, 2014 to July 7, 2014. It is recommended that the Board of Trustees approve this change of the effective date of employment

Subject: Academic Personnel

Date: June 17, 2014

10. Academic Rank

Revisions to the list submitted/approved by the Board of Trustees on May 20<sup>th</sup>, 2014.

It is recommended the Board of Trustees approve the following rank changes.

MORENO VALLEY COLLEGE  
CHANGE TO ASSISTANT PROFESSOR

Name

Montes, Bonnie

Discipline

Counseling

CHANGE TO ASSOCIATE PROFESSOR

Name

Tenpas, Cynthia

Discipline

Library Services

RIVERSIDE CITY COLLEGE  
CHANGE TO ASSOCIATE PROFESSOR

Name

Cordery, Janet Leigh

Discipline

Counseling

11. Separation(s)

Board Policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Interim Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve the resignation of the individual(s) listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Sandoval, Gregorio	Vice President, Student Services	June 20, 2014	Personal

EXTRA-CURRICULAR ASSIGNMENTS  
ACADEMIC YEAR 2014-2015

Activity	Name
Head Baseball Coach (M)	Dennis Rogers
Assistant Baseball Coach	Rudolph Arguelles
Assistant Baseball Coach	Rolando Garza
Head Basketball Coach	TBA
Assistant Basketball Coach (M)	Shannon Taylor
Assistant Basketball Coach (M)	Marcus Scarborough
Assistant Basketball Coach (W)	Ronald Underwood
Assistant Basketball Coach (W)	Jessie Valencia
Head Cross Country Coach (M)	James McCarron
Assistant Football Coach	Daniel Barlage
Assistant Football Coach	Andrew Felton
Assistant Football Coach	Greg Hoyd
Assistant Football Coach	Isaac Shipp
Assistant Football Coach	Michael Richey
Assistant Football Coach	Dominique Johnson
Assistant Football Coach	Shandon Silva
Assistant Football Coach	Penn Talamaivao
Assistant Football Coach	Michael Tuohy
Assistant Football Coach	Henry Asuega
Head Golf Coach	Steve Sigloch
Head Pep Coach	Rachelle Fawcett
Head Softball Coach	Michelle Daddonna
Assistant Softball Coach	Sarah Kammert
Assistant Softball Coach	Kristina Webb
Strength Coach	Penn Talamaivao
Head Swimming Coach, (W)	Douglas Finfrock
Head Swimming Coach (M)	Jason Norcott
Assistant Swimming Coach (M)	Thomas Borden
Assistant Swimming Coach (W)	Kathryn Teets
Assistant Diving Coach, Swim	James Adams
Head Tennis Coach (M)	Jim Elton
Head Tennis Coach (W)	Nikki Bonzumet
Head Track Coach (M)	Jim McCarron
Assistant Track Coach	Abderrahmane Morceli
Assistant Track Coach	Nicholas Robinson
Assistant Track Coach	Thomas Henry
Assistant Track Coach	Tyler Wallace
Assistant Track Coach	Duverick Wiley
Assistant Track Coach	Michael Wilson
Head Volleyball Coach	Monica Hayes-Trainer
Assistant Volleyball Coach	Jamie Dekiewiet
Head Water Polo Coach, (M)	Jason Northcott
Head Water Polo Coach (W)	Douglas Finfrock
Assistant Water Polo Coach (M)	Richard Hass

EXTRA-CURRICULAR ASSIGNMENTS  
ACADEMIC YEAR 2014-2015

Activity	Name
Assistant Water Polo Coach (W)	Kathryn Teets
Head Soccer Coach, Men	Francisco Melgarejo
Assistant Soccer Coach, Men	TBA
Head Soccer Coach, Women	Lynsey Jalayer
Assistant Soccer Coach, Women	TBA
Advisor to College Newspaper	Allan Lovelace
Auxiliary Unit	Gary Locke
Director of Marching Band	Gary Locke
Director of Jazz Band	Charlie Richard
Director of Choir, Norco	Kim Kamerin
Director of Choir (Vocal Jazz and Chamber)	John Byun
Director of Dance	Rita Chenoweth
Director of Dance	Mark Haines
Director of Dance	Sofia Carreras
Director of Lighting Design	Mark Haines
Director of Performing Arts (Winds and Orchestra)	Kevin Mayse
Director of Performing Arts (Guitar)	Peter Curtis
Director Automotive Programs (General Automotive)	Paul O'Connell
Director, Production Printing	Patrick Scullin
Director, Physical Science Stock Room	Terrance O'Neill
Director, Planetarium	Scott Blair
Director, Pep Squad	Rachelle Fawcett
*Director, Program Review (District)	Carolyn Quin
*Director, Program Review (Moreno Valley)	Carolyn Quin
*Director, Program Review (Norco)	Alexis Gray
*Director, Program Review (Riverside)	Rita Chenoweth
<i>*(no stipend, just reassign time)</i>	
Director, Theater	Jodi Julian
Director, Theater	David Nelson
Model United National Coach	Ward Schinke

DEPARTMENT CHAIRS AND STIPENDS  
ACADEMIC YEAR 2014-2015

MORENO VALLEY COLLEGE	Chair Stipend	Add'l Stipend Depts w/100+ count
<b>Business and Information and Technology Systems</b>		
Chair	Barboza, Matthew	100%
Assistant Chair	Loya, Robert	0%
<b>Communications</b>		
Chair	Amezquita, Anna Marie	100%
Assistant Chair	Nyrop, Sonya	0%
Assistant Chair	Rhyne, Jeff	0%
Assistant Chair	Dumer, Olga	0%
<b>Health, Human &amp; Public Services</b>		
Chair	Banks, James	100%
Assistant Chair	Hausladen, Lisa	0%
Assistant Chair	Metcalf, Kim	0%
<b>Humanities, Arts and Social Sciences</b>		
Chair	Elder, Gregory	100%
Assistant Chair	Biancardi, Fabian	0%
Assistant Chair	Mercado, Rosario	0%
Assistant Chair	Pena, Larry	0%
<b>Mathematics</b>		
Chair	Yao, Chui Zhi	100%
Assistant Chair	Namekata, James	0%
<b>Public Safety Education and Training</b>		
Chair	Bob Fontaine	100%      \$1,515
<b>Science and Kinesiology</b>		
Chair	Marshall, Shara	100%
Assistant Chair	Wagner, Stephen	0%
 <b>NORCO COLLEGE</b>		
<b>Arts, Humanities and World Languages</b>		
Co-Chair	Hitchcock, Dominique	50%
Co-Chair	Stevens, Walter	50%
<b>Business, Engineering and Information Technology</b>		
Co-Chair	Worsham, Patricia	50%
Co-Chair	VanHulle, Paul	50%
Assistant Chair	Finley, James	0%
<b>Communications</b>		
Chair	Bader, Melissa	100%
Assistant Chair	Shirinian, Margarita	0%
<b>Mathematics and Sciences</b>		
Chair	Parks, Jason	62%
Assistant Chair	Tran, Phu	19%
Assistant Chair	Wallstrom, Tim	19%
<b>Social and Behavioral Sciences</b>		
Chair	Boelman, Peter	100%
Assistant Chair	Gray, Alexis	0%
Assistant Chair	Chacon, Rosina	0%

DEPARTMENT CHAIRS AND STIPENDS  
 ACADEMIC YEAR 2014-2015

RIVERSIDE CITY COLLEGE		Chair	Add'l Stipend
		Stipend	Depts w/100+ count
Applied Technology			
Chair	O'Connell, Paul	80%	
Assistant Chair	Ulloa, Yuri	20%	
Art			
Chair	Taube, Rhonda	100%	
Behavioral Sciences			
Chair	Greathouse, Laura	100%	
Business and Information Systems & Technology			
Co-Chair	Pardee, Ron	40%	
Co-Chair	Lehr, Janet	60%	
Chemistry			
Co-Chair	Grey, Bobbie	100%	
Co-Chair	Truttmann, Leo	0%	
Communication Studies			
Chair	Wiggs, Micheri	100%	
Cosmetology			
Chair	Westbrook, Peter	100%	
Counseling			
Chair	Drinkwater (Brown), Ellen	0%	
Assistant Chair	Barnes, Micheal	100%	
Early Childhood Education			
Chair	Yates, Shari	100%	
Economics, Geography, Political Science			
Chair	Haghighat, Dariush	100%	
English & Media Studies			
Chair	Kearn, Tammy	40%	\$1,515
Assistant Chair	Amidon, Tucker	30%	
Assistant Chair	Scott-Coe, Jo	30%	
History, Humanities, Philosophy			
Chair	Mahon, Richard	100%	
Kinesiology & Athletics			
Chair	Sigloch, Steve	100%	
Assistant Chair	Lowden, Clara	0%	
Library & Learning Resources			
Chair	Ashby, Hayley	100%	
Life Sciences			
Chair	Rosario, John	100%	
Mathematics			
Chair	Cramm, Ken	50%	
Assistant Chair	Brown, Amanda	50%	
Nursing			
Co-Chair	Reimer, Kimberly	50%	
Co-Chair	VantHul, Tammy	50%	

DEPARTMENT CHAIRS AND STIPENDS  
ACADEMIC YEAR 2014-2015

RIVERSIDE CITY COLLEGE (CONT'D)		Chair Stipend	Add'l Stipend Depts w/100+ count
Performing Arts			
Chair (Dance)	Carreras, Sofia	33.4%	
Co-Chair (Theatre) (14Fall Only)	Julian, Jodi	33.3%	
Co-Chair (Theatre) (15Spr Only)	Nelson, David	33.3%	
Co-Chair(Music)	Mayse, Kevin	33.3%	
Physical Science			
Chair	Blair, Scott	100%	
World Languages			
Chair	Gaylor, Dorothy	100%	

COORDINATOR ASSIGNMENTS  
ACADEMIC YEAR 2014-2015

Activity	Name
*Assessment, Moreno Valley	Sheila Pisa
*Assessment, Moreno Valley	Cheryl Honore
*Assessment, Norco	Sarah Burnett
*Assessment, Riverside	Hayley Ashby
<i>*(no stipend, just reassign time)</i>	
Faculty Development, Moreno Valley	Larissa Broyles
Faculty Development, Norco	Ana-Marie Olaerts
Faculty Development, Riverside	Estrella Romero
Honors Program, Moreno Valley	Nick Sinigaglia
Honors Program, Norco	Lyn Greene (14Fal)
Honors Program, Norco	Ana-Marie Olaerts (15Spr)
Honors Program, Riverside	Thatcher Carter
Math Lab, Moreno Valley	Chiu Zhi Yao
Math Lab, Norco	N/A
Math Lab, Riverside (50%) (Fall 2014)	Jeff Mulari
Math Lab, Riverside (50%) (Spring 2015)	Diana Pell
Performing and Fine Arts	Jasminka Knecht
Student Activities (Moreno Valley)	Frankie Moore
Student Activities (Norco)	Dimitrios Synodinos
Student Activities (Riverside)	Doug Graham
Student Activities (Riverside)	Deborah Hall
Writing and Reading Center (Moreno Valley)	Jeff Rhyne
Writing and Reading Center Co-Coordinator (Norco)	Nicole Capps
<i>(.2000 reassign time and stipend)</i>	
*Writing and Reading Center Co-Coordinator (Norco)	*Melissa Bader
<i>*(.1 reassign no stipend)</i>	
Writing and Reading Center (Riverside)	Denise Kruiuzenga-Muro



NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Acharya, Surekha  
Alexander, Sharon  
Aljord, Huda  
Allen, Thomas  
Amezquita, Anna Marie  
Amidon, Tucker  
Andacheh, Khalil  
Anderson, Kristine  
Anderson, Kimberly  
Anguiano, Joe  
Arguelles, Rudolph  
Ashby, Hayley  
Avalos, David  
Baciuna, Nicolae  
Bader, Melissa  
Baker, David  
Balent, Amy  
Banks, James  
Baradaran, Robert  
Barboza, Matthew  
Barnes, Micheal  
Beck, Rex  
Bernier, Daniel  
Bhatia, Shailesh  
Bhattacharya, Debadarshi  
Biancardi, Fabian  
Blair, Scott  
Boelman, Peter  
Bonzoumet, Nikki  
Braiman, Linda  
Brautigam, Kelly  
Brewster, Steven  
Briggs, Cordell  
Brockenbrough, Celia  
Brooks, Kathryn  
Brotherton, Catherine  
Brown, Timothy  
Brown, Scott  
Brown, Ellen  
Brown, Amanda  
Brown, Jami

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Brown, Marsha  
Broyles, Larisa  
Burchett, Gregory  
Burnett, Sarah  
Burriss, Robert  
Byun, John  
Campo, Peggy  
Capps, Nicole  
Carreras, Sofia  
Carter, Thatcher  
Casolari, Amber  
Cazares, Deborah  
Cerwin-Bates, Stacey  
Chacon, Rosina  
Cheney, James  
Chenoweth, Rita  
Chi, Winston  
Chiek, Veasna  
Christiansen, Jill  
Chung, Elisa  
Clark, Daniel  
Colucci, Marie  
Comstock, Tami  
Conyers, Lisa  
Cordery, Janet Leigh  
Cordier, Gerald  
Coverdale, John  
Cramm, Kenneth  
Crasnow, Sharon  
Cregg, James  
Cryder, Michael  
Curtis, Peter  
Curtis, Antonio  
Daddona, Michelle  
Davin, Richard  
Dawson, Shelly  
Dean, Leslie  
DeGuzman, Joseph  
Delgadillo, Monica  
Douglass, Kelly  
Drake, Sean

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Dumer, Olga  
Dyogi, Damianita  
Eckstein, Joseph  
Elder, Gregory  
Eldridge, Stacie  
Elizalde, Andres  
Elton, William  
Fast, Matthew  
Fawson, Evangeline  
Flick, Arend  
Fontaine, Robert  
Fontana, Sandra  
Forlenza, Gerard  
Foster, Donald  
Franco, Nicholas  
Freitas, Siobhan  
Frewing, Janet  
Friedrich Finnern, Teresa  
Gage, George  
G Galicia, Felipe  
Gall, Nancy  
Galusky, Preston  
Garcia, Carlos  
Garcia, Steven  
Gaylor, Dorothy  
Gibbons-Anderson, Joan  
Gibbs, Travis  
Gobatie, Cynthia  
Graham, Douglas  
Gray, Alexis  
Greathouse, Laura  
Greene, Ravelle Lyn  
Gregg, Dayna  
Grenfell, John  
Grey, Bobbie  
Gutierrez, Monica  
Gutierrez, Edgar Ivan  
Haghighat, Dariush  
Haines, Mark  
Hall, Deborah  
Hammock, Shannon

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Harris, Vivian  
Hausladen, Lisa  
Hayes-Trainer, Monica  
Herrick, Scott  
Hitchcock, Dominique  
Honore, Cheryl  
Hopkins, John  
Horn, Stephen  
Howard, Lin  
Howard, Lisa  
Howard, Jeanne  
Huff, Tonya  
Hulshof, Lidia  
Iliscupidez, Marissa  
Indermuehle, Denise  
Ishihara, Chie  
Issa, Ali  
Jew, Robert  
Jimenez, Gary  
Johnson, Brian  
Johnson, Fen  
Judon, LaNeshia  
Julian, Jodi  
Kearn, Tamra  
Kelly, Kathryn  
Kennedy, Stephen  
Kessler, Rebecca  
Kim, Joyce  
Kim, William  
Kime-Hunt, Ellen  
Knecht, Jasminka  
Knieriem, James  
Kobzeva-Herzog, Elena  
Kreitner, Lani  
Kroetz, Sabrina  
Kruizenga-Muro, Denise  
Kyriakos, Stephany  
Legner, Mary  
Lehr, Mark  
Lehr, Janet  
Leifer Hartston, Gloria

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Lesch, Jacqueline  
Lesser, Donna  
Leung, Juliana  
Lewis, Mark  
Lipkin, Ellen  
Locke, Gary  
Lomayesva, Dwight  
Longway, Mark  
Loomis, Rebecca  
Lovelace, Allan  
Lowden, Clara  
Lowry, Stephanie  
MacDougall, Diana  
Magno, Karyn  
Mahon, Richard  
Makin, Deborah  
Marsh, Diane  
Marshall, Shara  
Masterson, Romulus  
Matsos, Peter  
Mayse, Kevin  
McCarron, James  
McLeod, Scott  
McQuead, Michael  
Mendoza, Gabriela  
Mercado, Rosario  
Metcalf, Kim  
Mills, David  
Miter, Carol  
Moncrieff, Melvin  
Moore, Frankie  
Moore, Barbara  
Moore, John  
Moores, Paul  
Morales, Herbert  
Morrill, Cynthia  
Mowrey, Jodi  
Mulari, Jeffrey  
Muto, Janice  
Nabours, Kathy  
Namekata, James

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Nelson, David  
Nelson, Lee  
Nelson, Lisa  
Nollette, Christopher  
Nyrop, Sonya  
O'Connell, Paul  
Olaerts, Ana Marie  
O'Neill, Terrence  
Osgood-Treston, Brit  
Pacheco, Maria  
Pardee, Ronald  
Park, Steve  
Parker, LaTonya  
Parks, Jason  
Payan, David  
Pena, Larry  
Perry, Judy  
Pessah, Samuel  
Pfeifle, Ann  
Pfenninger, Michele  
Phelps, William  
Pisa, Sheila  
Prior, Robert  
Quin, Carol  
Quinto-MacCallum, Bonavita  
Ramos, Rosa  
Reible, Carla  
Reid, Miguel  
Reimer, Kimberly  
Renfrow, Debra  
Reyes, Ernesto  
Reynolds, Joseph  
Rhyne, Jeffrey  
Richards-Dinger, Kari  
Richardson, Paul  
Robles, Andy  
Rocco, Christopher  
Rodman, Richard  
Rodriguez, Nicholas  
Rogers, Dennis  
Romero, Clarence

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Romero, Estrella  
Rosario, John  
Ruiz, Rogelio  
Ruiz, Ronald  
Ruth, Clifford  
Sanchez, Marc  
Sandoval, Christine  
Sandoval, Victor  
Sarkis, Rosemarie  
Saxon, Kathleen  
Schinke, Ward  
Schmidt, Steven  
Schutte, Donna  
Scott-Coe, Jo  
Sell, Kathleen  
Sellick, Mark  
Shirinian, Margarita  
Sigloch, Steven  
Sinigaglia, Nicholas  
Slicer, Kathy  
Slocum, David  
Sloniger, Mitzi  
Smith, Deborah  
Smith, Heather  
Snitker, Nicole  
Soto, Salvador  
Spangler, Jason  
St. Peters, Susan  
Stafford, Paula  
Stearns, Frank  
Sternburg, Charles  
Stevens, Walter  
Stone, Rachel  
Suzuki, Takashi  
Synodinos, Dimitrios  
Taube, Rhonda  
Tenpas, Cynthia  
Thomas, James  
Thompson, Oliver  
Thompson, Eric  
Thompson-Eagle, Elisabeth

NOTICES OF EMPLOYMENT  
TENURED FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Tjandra, Margaret  
Tolunay Ryan, Adviye  
Tran, Phu  
Truttmann, Leo  
Tsai, I-Ching  
Tschetter, Sheryl  
Tutor, Patricia  
Tyler, Stanley  
Ulloa, Yuri  
Van Hulle, Paul  
VantHul, Tammy  
Vermillion, Amy  
Wagner, Thomas  
Wagner, Stephen  
Wallstrom, Timothy  
Werner-Fraczek, Joanna  
Westbrook, Peter  
Whelchel, Pamela  
White, Virginia  
Wicken, Ingrid  
Wiggs, Micherri  
Wilcoxson, Don  
Williams, Edward  
Williamson, Jarrod  
Willie, Cheryl  
Wimer, Beverly  
Wolpoff, Marc  
Woods, Kristi  
Worsham, Patricia  
Wyckoff, Charles  
Yao, Chui  
Yates, Sharon  
Yglecias, Elizabeth  
Ygloria, Alexander  
Yount, Gwendolyn  
Zapata, Valarie  
Zwart, Gail



NOTICES OF EMPLOYMENT  
CONTRACT FACULTY  
ACADEMIC YEAR 2014-15

Incumbent Name

Bemiller, Quinton

Dominguez, Ladylyn

Finfrock, Douglas

Hernandez, Scott

Kamerin, Kim

Loya, Robert

Marquis, Anya-Kristina

Montes, Bonnie

Pell, Diana

Scullin, Patrick

NOTICES OF EMPLOYMENT  
CONTRACT FACULTY  
ACADEMIC YEARS 2014-15 & 2015-16

Incumbent Name

Finley, James  
Harold, Gina  
Byous, Roslynn  
Moon, Deborah

NOTICES OF EMPLOYMENT  
CATEGORICALLY FUNDED FACULTY  
ACADEMIC YEAR 2014-15

<u>Name</u>	<u>Term of Appointment</u>
Canfield, Stephanie	07/01/14 – 06/30/15
Hawthorne, Terrie	07/01/14 – 06/30/15
Trejo, Silvia	07/01/14 – 06/30/15
Waggoner, Jennifer	07/01/14 – 06/30/15

ACADEMIC ADMINISTRATOR EMPLOYMENT CONTRACTS

Academic Years 07/01/14-06/30/15 and 07/01/14-06/30/16

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
<b>MORENO VALLEY COLLEGE</b>			
Vincent, Eugenia	Dean, Student Services	07/01/14 - 06/30/16	19-4
Whiteside, Christopher	Dean of Instruction, Career & Technical Education	07/01/14 - 06/30/16	Z-3
Yoshinaga, Ann	Associate Dean, Public Safety Education & Training	07/01/14 - 06/30/16	V-5
<b>NORCO COLLEGE</b>			
Dieckmeyer, Diane	Vice President, Academic Affairs	07/01/14 - 06/30/16	AB-5
Farrar, Carol	Dean of Instruction	07/01/14 - 06/30/16	Z-5
<b>RIVERSIDE CITY COLLEGE</b>			
Alvarado, Cecilia	Dean, Student Services	07/01/14 - 06/30/16	X-5
Baker, Sandra	Dean, School of Nursing	07/01/14 - 06/30/16	Z-5
Bush, Edward	Vice President, Student Services	07/01/14 - 06/30/16	AB-5
Croan, Deborah	Director, Health Services	07/01/14 - 06/30/15	V-3
Isaac, Wolde-Ab	Interim, President	07/01/14 - 06/30/15	Contract
Johnson, Derrick	Director, Athletics	07/01/14 - 06/30/15	X-5
Mills, Susan	Interim Vice President, Academic Affairs	07/01/14 - 06/30/15	AB-5
Moghaddam, Mohammad	Executive Director, Hospitality & Culinary Arts	07/01/14 - 06/30/16	16-9
Whitaker, Debbie	Associate Dean, Academic Support	07/01/14 - 06/30/16	18-4
<b>DISTRICT</b>			
Bajaj, Pankaj	Dean, Educational Services	07/01/14 - 06/30/16	19-4
Brady, Glen	Director, Distance Education/ Open Campus	07/01/14 - 06/30/16	V-5
Keeler, Richard	Dean, Grants	07/01/14 - 06/30/16	16-9
Thomas, Sylvia	Associate Vice Chancellor, Educational Services	07/01/14 - 06/30/16	AB-5
Tillquist, John	Associate Vice Chancellor, Economic Development	07/01/14 - 06/30/16	19-4
Torres, David	Dean, Institutional Research & Strategic Planning	07/01/14 - 06/30/16	18-9

CATEGORICALLY FUNDED ACADEMIC ADMINISTRATOR  
EMPLOYMENT CONTRACTS  
ACADEMIC YEAR 2014-15

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
MORENO VALLEY COLLEGE			
Chavez, Maureen	Associate Dean, Grants and College Support Programs	07/01/14-06/30/15	V-5
NORCO COLLEGE			
Aycock, Gregory	Dean, Institutional Effectiveness	07/01/14-06/30/15	W-5
Fleming, Kevin	Dean, Instruction, CTE Programs	07/01/14-06/30/15	Z-5
McCarson, Daniela	Assistant Dean, CalWORKS & Special Funded Programs	07/01/14-06/30/15	R-5
Oceguera, Gustavo	Associate Dean, Grants & College Support Programs	07/01/14-06/30/15	V-5
Patton, Lorena	Director, Title III STEM Grant	07/01/14-06/30/15	T-4
RIVERSIDE CITY COLLEGE			
Ferrer, Gregory	Director, DSPS	07/01/14-06/30/15	V-4
Gomez, Steve	Director, Pathways to Excellence	07/01/14-06/30/15	T-4

## Agenda Item (VI-A-2)

Meeting 6/17/2014 - Regular

Agenda Item Consent Agenda Action (VI-A-2)

Subject Classified Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the classified personnel actions

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### Background Narrative:

Riverside Community College District, pursuant to Board Policies, routinely makes classified personnel appointments and takes actions. The attached list of classified personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources

### Attachments:

[20140617\\_Classified Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: June 17, 2014

1. Appointments

Board Policy 2200 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

The Interim Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Contract/ Salary</u>	<u>Action</u>
a. Management/Supervisory				
DISTRICT				
Corona, Robert	Director, Center for International Trade	06/18/14	15.9 (Y-Rate)	Rehire
Shenton, Thomas	Sergeant	06/18/14	R-1	Appointment
Thomas, Sylvia	Interim Vice Chancellor, Diversity & Human Resources	06/18/14	Contract	Interim Appt.
RIVERSIDE CITY COLLEGE				
Fazio, Cynthia	Health Services Supervisor	06/18/14	R-1	Appointment
b. Management/Supervisory – Categorically Funded (None)				
c. Classified/Confidential				
MORENO VALLEY COLLEGE				
Sousa, John	STEM Student Success Center (SSSC) Coordinator	06/16/14	O-5	Rehire
NORCO COLLEGE				
Uduman, Shazna	Student Services Specialist (Part-Time, 47.50%)	06/18/14	J-2	Promotion
Power, Erin	Financial & Technical Analyst (Part-Time, 60%)	06/18/14	P-LS/1	Promotion
RIVERSIDE CITY COLLEGE				
DiSalvio, Sherrie	Financial & Technical Analyst	*06/02/14	P-LS/3	Promotion

\*Corrected Start Date

1. Appointments (Cont'd)

<u>Name</u>	<u>Effective Position</u>	<u>Contract/Date</u>	<u>Salary</u>	<u>Action</u>
d. Classified/Confidential – Categorically Funded				
DISTRICT				
Bommer, Chad	Procurement Specialist	06/23/14	O-1	Appointment

2. Requests for Temporary Increase in Workload

It is recommended the Board of Trustees approve the temporary increases in workload for the following individuals. The requests have the approval of the college Presidents.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>From/To</u>
Alvord, Judy	Administrative Assistant I	47.5% to 100%	07/01/14-06/30/15
Boykin, Briana	Educational Advisor	75% to 100%	07/01/14-06/30/15
Casas, Norma	Food Service Worker III	10 mos. to 11 mos.	07/01/14-06/30/15
Cervantes, Cristina	Administrative Assistant I	48.75% to 100%	07/01/14-12/31/14
Davis, Shanell	Enrollment Services Assistant	48.75% to 100%	07/01/14-12/31/14
Dech, Christopher	Educational Advisor	62.5% to 90%	07/01/14-06/30/15
Horn, Lisa	Instructional Media Assistant	48.75% to 100%	07/01/14-12/19/14
Jones-Santos, Ruth	Administrative Assistant II	47.5% to 72.5%	07/01/14-06/30/15
Negrete, Janelle	Enrollment Services Assistant	48.75% to 100%	07/01/14-12/31/14
Orta-Perez, Angel	Outreach Specialist	50% to 100%	07/01/14-09/30/14
Yearyean, Sarah	Lab Tech II	50% to 100%	06/23/14-08/07/14

3. Request to Rescind Appointment

At their meeting of May 20, 2014, the Board of Trustees approved the appointment of Lily Wong as Director, Center for International Trade Development for the District.

It is recommended the Board of Trustees rescind the appointment of Lily Wong, Director, Center for International Trade Development.

4. Request to Rescind Reduced Workload during 4/10 Work Schedule

At their meeting of May 20, 2014, the Board of Trustees approved the reduced workload during the 4/10 work schedule for Guadalupe Delgadillo, Matriculation Program Assistant from 100% to 80%. The employee has rescinded the request and has the approval of the area Vice President.



5. Positions Reclassified Due to Significant Job Content Changes

In accordance with Board Policy 7232, classified, confidential and management employees are provided an opportunity to participate in the classification review process. These requests for classification review were initiated by the employee or the manager in accordance with the provisions of Administrative Procedure 7232 and recommended for reclassification by the District Classification Committee. The District Classification Committee is a representative group for classified, confidential and management personnel given the responsibility and authority to conduct the classification review process. The Committee received a total of 36 requests for classification changes. The Committee’s recommendations for classification changes were forwarded to the Executive Cabinet for review, consideration and final approval. Based on the process, it is recommended the Board of Trustees approve the salary grade changes and/or title reclassifications of those listed below effective July 1, 2014.

<u>Change in Grade and/or Title</u>	<u>Incumbent</u>	<u>Grade Change From/To</u>
<b>RIVERSIDE CITY COLLEGE</b>		
Counseling Clerk I Change in Title to Counseling Clerk II	Jacqueline Robinson	E-5 to G-5
Medical Office Receptionist Change in Title to Medical Administrative Assistant	Cindy Cave	F-5 to I-5
Microcomputer Support Specialist Change in Title to Information Technology Analyst	Ernie Arellanes	N-LS1 to O-LS1
Multi-Media Graphic Artist (Grade M) Change in Title to Multi-Media Graphic Artist/ Web Technician (Grade N)	Anthony Rizo	Range 23-5 (Continue Y-Rate)
Outreach Specialist Change in Title to Educational Advisor	Ginny Haguewood Gustavo Ortiz	K-LS2 to M LS-2 K-LS2 to M LS-2
Tutorial Services Clerk Change in Title to Tutorial Services Technician	Jennifer Drake Zia Hunter	G-LS3 to M-LS3 G-5 to M-5
<b>MORENO VALLEY COLLEGE</b>		
Student Services Technician Change in Title to Outreach Specialist	Akia Marshall	J-5 to K-5

Subject: Classified Personnel

Date: June 17, 2014

5. Positions Reclassified Due to Significant Job Content Changes (Cont'd)

<u>Change in Grade and/or Title</u>	<u>Incumbent</u>	<u>Grade Change From/To</u>
NORCO COLLEGE Administrative Assistant I Change in Title to Administrative Assistant III	Judith Alvord	E-4 to I-4
Student Services Technician Change in Title to Academic Evaluations Specialist	Jeanne Darnell- Wallace	J-5 to K-5
DISTRICT Human Resources Analyst Change in Title to Senior Human Resources Liaison	Martha Arellano	N-LS4 to P-LS4
Human Resources Specialist III Change in Title to Human Resources Liaison	Susan Boling Hetal Patel	M-LS1 to O-LS1 M-LS1 to O-LS1
Internet Communications Specialist Change in Title to Web Applications Technician	Denise Hernandez	K-5 to M-5
Revenue/Accounts Receivable Clerk Change in Title to Revenue/Accounts Receivable Specialist	Julie Litke	17-6 to I-LS2
<u>Change in Title/No Change in Grade</u>	<u>Incumbent</u>	
RIVERSIDE CITY COLLEGE Library Network/Multimedia Integration Specialist Change in Title to Library Network/Web Development	Ming Pan	
NORCO COLLEGE Upward Bound Program Assistant Change in Title to Outreach Specialist Upward Bound	Anthony Muniz Rowana Thompson	
DISTRICT Human Resources Specialist II to Human Resources Generalist	Susan Brucks Yami Chavez Tamara Medina	

6. Reorganization of Position Due to Significant Job Content Changes

In accordance with Board Policy 7232, a reorganization of a position may occur when any change in administrative structure that affects the duties assigned to a position since the last time it was studied, creation of a new assignment for the employee, or an increases or decrease in staffing that causes a change in the assignment of the employee. The District Classification Committee reviewed the recommended changes in the job description for the position of Communications and Web Development Manager (STEM). Based on this process, it is recommended the Board of Trustees approve the change in title from Communications and Web Development Manager (STEM)- Grade R to Manager Technology Support Services - Grade R effective July 1, 2014.

7. Request for a Non-Paid Leave of Absence

The Agreement between Riverside Community College District and Riverside Community College District Employees Chapter #535, CSEA, provides for non-paid leaves of absence. Arturo Hidalgo, Instructional Media Aide, has requested such a leave. This request has the support of his supervisor and the area dean.

It is recommended the Board of Trustees approve a non-paid leave of absence for Arturo Hidalgo, Instructional Media Aide, effective June 25, 2014 – July 31, 2014.

8. Separation(s)

Board policy 7350 authorizes the Interim Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the following resignation(s).

It is recommended the Board of Trustees approve/ratify the resignation of the individual(s) listed below:

<u>Name</u>	<u>Position</u>	<u>Last Date of Employment</u>	<u>Reason</u>
Thomas, Angela	Instructional Media/Broadcast Technician	06/11/14	Personal
McLaughlin, Devon	Instructional Media Assistant	06/30/14	Personal

## Agenda Item (VI-A-3)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

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### Background Narrative:

Riverside Community College District Board of Trustees, pursuant to Board policies and education code requirements, routinely makes other personnel appointments such as hiring of non-classified substitute, short-term, professional expert, and student employees. The attached list of other personnel actions are for the Board's approval/ratification.

Prepared By: Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources

### Attachments:

[20140617\\_Other Personnel](#)  
[20140617\\_Other Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: June 17, 2014

1. Substitute Assignments

Pursuant to Ed Code 88003, substitute assignments are made to allow the District time to recruit vacant positions or provide absence coverage. It is recommended that the Board of Trustees approve/confirm the substitute assignments as indicated on the attached list.

2. Short-term Positions

Pursuant to Ed Code 88003, a short-term employee is any person employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. It is recommended that the Board of Trustees approve/confirm the short-term positions as indicated on the attached list.

3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study

Pursuant to Ed Code 88003, full-time students employed part-time and part-time students employed part-time on work study are hired on an hourly, as needed basis. It is recommended that the Board of Trustees approve/confirm the student worker positions as indicated on the attached list.

4. Professional Expert(s)

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve the employment of the following professional expert(s) for Riverside City College and authorize the Acting Vice Chancellor, Diversity and Human Resources to sign the employment agreements.

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Term</u>	<u>Amount</u>
Northcott, Jason	Riverside Aquatics Complex Special Event Supervisor	Business Svcs	07/01/14- 06/30/15	\$30.00/hr

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Ariza, Oscar	Warehouse Assistant	Warehouse	07/01/14-12/30/14	\$16.07
Davis, Suzanne	Community Service Aide I	Safety & Police	07/01/14-06/30/15	\$15.69
<b>MORENO VALLEY</b>				
Beebe, Angela	Custodian	Facilities	07/01/14-06/30/15	\$15.69
Mabon, Theo	Groundsperson	Facilities	07/01/14-06/30/15	\$17.16
<b>RIVERSIDE</b>				
		Instructional Media		
Alcaraz, Adriana	Instructional Media Aide	Center	06/09/14-08/07/14	\$16.32
Alvarez, Steve	Groundsperson	Facilities	07/01/14-06/30/15	\$17.16
Austin, James	Groundsperson	Facilities	07/01/14-06/30/15	\$17.16
Diaz Gonzalez, Jose	Groundsperson	Facilities	07/01/14-06/30/15	\$17.16
Iniquez, Jose	Groundsperson	Facilities	07/01/14-06/30/15	\$17.16
Rodriguez, Faustino	Warehouse Assistant	Warehouse	07/01/14-12/30/14	\$16.32

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Abrahamson, Sheena	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Alexander, Tameka	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Alton, Christina	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Arias Jr, Hector	Interpreter Apprentice	Disabled Students Program and Services	07/01/14-06/30/15	\$11.00
Arnhart, Katie	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Auman, Allen	Interpreter III	Disabled Students Program and Services	07/01/14-06/30/15	\$35.00
Bain, Debra	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Backes, Robert	Detective/Investigator	Police & Safety Disabled Students	07/01/14-06/30/15	\$25.00
Barno, Jolene	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Becker, Kathleen	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Bencomo, Angeline	Interpreter Apprentice	Disabled Students Program and Services	06/18/14-06/30/15	\$11.00
Blackwood, Micah	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Buckley, Beverly	Proofreader	Strategic Communications & Relations	07/01/14-06/30/15	\$25.00
Byrd, Jade	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Carpenter, Katie	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Castaneda, Alexandra	Interpreter III	Disabled Students Program and Services	07/01/14-06/30/15	\$35.00
Cheney, Stephanie	Interpreter III	Disabled Students Program and Services	07/01/14-06/30/15	\$35.00
Covarrubias, Albert	Interpreter Apprentice	Disabled Students Program and Services	06/18/14-06/30/15	\$11.00
Cowles, Casie	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
Creehan, Joseph	Interpreter III	Disabled Students Program and Services	07/01/14-06/30/15	\$35.00

## SHORT-TERM POSITIONS

Backup Other Personnel

June 17, 2014

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Cruz, Edilbert	Registered Nurse II	Health Services Procurement Assistance	07/01/14-06/30/15	\$37.00
Darby, Maya	Office Assistant III	Center Disabled Students	06/18/14-12/31/14	\$12.50
Delgado, Danielle	Interpreter II	Program and Services Disabled Students	07/01/14-06/30/15	\$30.00
DeWitt, Janelle	Interpreter II	Program and Services Disabled Students	07/01/14-06/30/15	\$30.00
Eaton, Natalie	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Eddy, Carmen	Interpreter III	Program and Services Disabled Students	07/01/14-06/30/15	\$35.00
Granger, Jimmy	Interpreter III	Program and Services Disabled Students	07/01/14-06/30/15	\$35.00
Guevara, Evan	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Gunaji, Kirstyn	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Harris III, James O.	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Helland, Allyson	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Holod-Andrew, Sarah	Interpreter II	Program and Services Disabled Students	07/01/14-06/30/15	\$30.00
Hulsebus, Brittany	Interpreter II	Program and Services Disabled Students	07/01/14-06/30/15	\$30.00
Jackson, Jennica	Interpreter I	Program and Services Disabled Students	07/01/14-06/30/15	\$25.00
Killen, Laura	Interpreter III	Program and Services Disabled Students	07/01/14-06/30/15	\$35.00
King, Tabatha	Interpreter II	Program and Services Disabled Students	07/01/14-06/30/15	\$30.00
Komori, Hiroko	Interpreter III	Program and Services Diversity & Human	07/01/14-06/30/15	\$35.00
Lopez, Cristina	Research Intern	Resources Disabled Students	07/01/14-08/12/14	\$10.00
Lopez, Joseph	Interpreter III	Program and Services Disabled Students	07/01/14-06/30/15	\$35.00
Magill, Brittany	Interpreter I	Program and Services	06/18/14-06/30/15	\$25.00
Martinez, Luis	Detective/Investigator	RCCD Police Disabled Students	07/01/14-06/30/15	\$25.00
Miller, Gwendolyn	Interpreter II	Program and Services	07/01/14-06/30/14	\$30.00



## SHORT-TERM POSITIONS

Backup Other Personnel

June 17, 2014

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Minkler, Jack	Interpreter III	Disabled Students Program and Services	07/01/14-06/30/15	\$35.00
Morales, Tera	Interpreter II	Disabled Students Program and Services	07/01/14-06/30/15	\$30.00
O'Grady, Nicole	Interpreter I	Disabled Students Program and Services	06/18/14-06/30/15	\$25.00
Pearne, Christine	Finance Specialist	Accounting Services	07/01/14-06/30/15	\$18.25
Picker, Krista	Interpreter Apprentice	Disabled Students Program and Services	06/18/14-06/30/15	\$11.00
Ramirez, Rocio	Interpreter I	Disabled Students Program and Services	06/18/14-06/30/15	\$25.00
Richards, James	Reserve College Police Officer	RCCD Police	07/01/14-06/30/15	\$15.65
Rubio Najera, Abbey	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Rodriguez Valencia, Javier	Interpreter Apprentice	Disabled Students Program and Services	06/18/14-06/30/15	\$11.00
Stephenson, Jacob	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Tewahaftewa, Ann	Office Assitant IV Reserve College Police	Diversity & Human Resources	06/18/14-06/30/15	\$14.00
Trevino, Lee	Officer	RCCD Police	07/01/14-06/30/15	\$15.65
Turley-Trejo, Lanae	Interpreter I	Disabled Students Program and Services	07/01/14-06/30/15	\$25.00
Wong, Lily	Grant Analyst	Center for International Trade Development	04/01/14-04/30/14	\$35.00

## MORENO VALLEY COLLEGE

Alton, Christina	Interpreter II	Disabled Student Services	06/18/14-06/30/14	\$30.00
Azevedo, Jillian	Grant Facilitator	Student Services	06/18/14-06/30/15	\$40.00
Baldwin, Emma	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Becker, Kathleen	Interpreter II STEM Activities	Disabled Student Services	06/18/14-06/30/14	\$30.00
Bradshaw, LeeAnn	Coordinator	HIS STEM TAP/GCSP	06/18/14-07/31/14	\$25.00
Cammon, David	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Citrowski, Shaunna	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00

## SHORT-TERM POSITIONS

Backup Other Personnel

June 17, 2014

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Christ-Ewing, Zacary	Role Player Special Project	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Deans, Samuel	Employee	Web Development	07/01/14-08/31/14	\$0.00
Ekhaguere, Justice	Tutor II	Writing Center	07/01/14-06/30/15	\$9.00
Flores, Adolfo	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Flores, Brittney	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Galley, Christopher	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Gallo, Stephanie	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Herington, James	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Hernandez, Lewis	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Kusy, Kaylee	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Lobnow, Katelyn	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Marin, Rigoberto	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Mejia, Andrea	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Morales, Tera	Interpreter II Supplemental	Disabled Student Services	05/21/14-06/30/14	\$30.00
Pierce, Daniel	Instruction Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
St. Claire, Samantha	Tutor I	Writing Center	05/01/14-06/30/14	\$8.00
St. Claire, Samantha	Tutor I	Writing Center	07/01/14-06/30/15	\$9.00
Shih, Virginia	SI Leader Supplemental	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Segura, Michael	Instruction Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Valadez, Sarah	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Van Gorder, Bryan	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
Whitt, Jerry	Role Player	Law Enforcement Training Programs	07/01/14-06/30/14	\$9.00
Wilms, Stephanie	Grant Facilitator	Upward Bound Math & Science Programs	06/18/14-06/30/15	\$40.00
Wright, Sarajejan	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Ybarra, Andrew	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Ybarra, Marshall	Role Player	Law Enforcement Training Programs	07/01/14-06/30/15	\$9.00
NORCO COLLEGE				
Cao, Thuc	Grant Facilitator	TRIO-Student Support Services Program	07/01/14-06/30/15	\$40.00
Garcia, Claudia	Grant Facilitator	Upward Bound Programs	07/01/14-06/30/15	\$40.00
Lizardi, Angel	Office Assistant III	Student Activities	06/19/14-10/31/14	\$12.50
Recendez, Leicy	Upward Bound Mentor	TRIO-Student Support Services Program	06/13/14-08/31/14	\$12.00
RIVERSIDE CITY COLLEGE				
Aido, Paul	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Al Moussawi, Khadija	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Alvarez, Martin	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
Arguelles, Rudolph	Coach, Summer Activities	Kinesiology, Athletics Performance Riverside/	07/01/14-08/25/14	\$17.54
Arteaga, Alejandra	Stage Technician IV Coach, Summer	Landis PAC	07/01/14-06/30/15	\$10.65
Asuego, Henry	Activities Coach, Summer	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Barlage, Daniel	Activities	Kinesiology, Athletics Student Financial	07/01/14-08/25/14	\$17.54
Belford, Elizabeth	Office Assistant IV	Services	07/01/14-09/30/14	\$14.00
Bennett, Toryona	SI Leader Coach, Summer	Academic Support	07/01/14-06/30/15	\$12.00
Bonzoumet, Nikki	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Brown, Laleaka	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
Cardoza, Alfred	Community Liason	CTE Projects	07/01/14-12/31/14	\$13.00
Currington, Russell	Stage Technician IV Coach, Summer	Performance Riverside/ Landis PAC	07/01/14-06/30/15	\$10.65
Daddona, Michelle	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Eagle, Seva	Lifeguard (Instructor) Coach, Summer	Upward Bound	06/20/14-06/20/14	\$8.00
Elton, Jim	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Estrada, Steve	SI Leader	GCSP/STEM Title III	07/01/14-06/30/15	\$12.00
Everley, Shannon	Stage Technician IV	Performance Riverside/ Landis PAC	07/01/14-06/30/15	\$10.65

## SHORT-TERM POSITIONS

Backup Other Personnel

June 17, 2014

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
	Coach, Summer			
Felton, Andrew	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Fierro, Evelyn	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
	Coach, Summer			
Finfrock, Doug	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
		Performance Riverside/		
Gallardo, Amanda	Office Assistant III	Landis PAC	07/01/14-06/30/15	\$12.50
Gallardo, Amanda	Box Office Specialist	Landis PAC	07/01/14-06/30/15	\$13.00
	Coach, Summer			
Hass, Richard	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Hayes-Trainer, Monica	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Heggenberger, Lloyd	Lifeguard (Instructor)	Upward Bound	06/20/14-06/20/14	\$8.00
	Coach, Summer			
Hoyd, Greg	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
		Performance Riverside/		
Hudgens, Ethan	Stage Technician IV	Landis PAC	07/01/14-06/30/15	\$10.65
	Coach, Summer			
Johnson, Dominique	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
McArdle, Kelly	Grant Facilitator	Upward Bound	08/18/14-05/30/15	\$40.00
	Coach, Summer			
McCarron, James	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
McGuire, Andrea	Box Office Specialist	Landis PAC	07/01/14-06/30/15	\$13.00
		Performance Riverside/		
Meyncke, Jayne	Stage Technician IV	Landis PAC	07/01/14-06/30/15	\$10.65
	Coach, Summer			
Morceli, Abderrahmane	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Northcott, Jason	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Paschke, Jaron	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
Rathbone, Kellie	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
	Coach, Summer			
Richey, Mike	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
		Disables Student		
Ridlon, Tracey	Interpreter II	Programs and Services	07/01/14-06/30/15	\$30.00
	Coach, Summer			
Robinson, Nicholas	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Roble, Briane	Grant Facilitator	Upward Bound	08/18/14-05/30/15	\$40.00
		Disables Student		
Rodriguez, Christopher	Interpreter II	Programs and Services	07/01/14-06/30/15	\$30.00

## SHORT-TERM POSITIONS

Backup Other Personnel

June 17, 2014

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Disables Student		
Rodriguez, Elise	Interpreter III	Programs and Services	07/01/14-06/30/15	\$35.00
Rodriguez-Valencia, Javier	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
	Coach, Summer			
Rogers, Dennis	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
		Disables Student		
Romero, Kimberly	Interpreter II	Programs and Services	07/01/14-06/30/15	\$30.00
Sandoval, Alex	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
		Performance Riverside/		
Schultz, Daniel	Office Assistant III	Landis PAC	07/01/14-06/30/15	\$12.50
		Performance Riverside/		
Schultz, Jason	Stage Technician IV	Landis PAC	07/01/14-06/30/15	\$10.65
		Performance Riverside/		
Shelton, Jessica	Master Electrician	Landis PAC	07/01/14-06/30/15	\$17.00
		Performance Riverside/		
Shelton, Scott	Stage Technician II	Landis PAC	07/01/14-06/30/15	\$9.55
	Coach, Summer			
Shipp, Isaac	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Sigloch, Steve	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Silva, Shandon	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Talamaivao, Penn	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Teets, Kathryn	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
	Coach, Summer			
Tuohy, Mike	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Vahl, Katie	Lifeguard (Instructor)	Community Education	06/01/14-08/15/14	\$8.00
	Coach, Summer			
Wilson, Michael	Activities	Kinesiology, Athletics	07/01/14-08/25/14	\$17.54
Ybarra, Allyssa	SI Leader	Academic Support	07/01/14-06/30/15	\$12.00
Ybarra, Allyssa	Tutor IV	Tutorial Services	07/01/14-06/30/15	\$10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY

Backup Other Personnel  
June 17, 2014  
Page 1 of 1

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<u>DISTRICT FUNDS</u>				
RIVERSIDE CITY COLLEGE				
Moore, Lindsay	Student Aide I	Safety and Police	05/13/14	\$ 8.00
Mull, Rocio	Student Aide I	Safety and Police	05/13/14	\$ 8.00
Rodriguez, Rene	Student Aide I	Safety and Police	05/13/14	\$ 8.00
<u>CATEGORICAL FUNDS</u>				
CALWORKS				
		Student Employment		
Collins, Valerie	Student Aide I	RCC	05/16/14	\$ 8.50
Mendoza, Felicia	Student Aide I	Culinary Academy - RCC	05/16/14	\$ 8.00
Sauder, Tawney	Student Aide I	School of Nursing - RCC	05/23/14	\$ 9.00
MORENO VALLEY COLLEGE				
		Human Health and Public		
Garcia, Alma Delia	Student Aide II	Services	05/22/14	\$ 8.00
McDowell, Sakia Ann	Student Aide II	Workforce Preparation	05/22/14	\$ 10.00
Mcgill, Katherine E	Student Aide II	Workforce Preparation	05/22/14	\$ 10.00
Montes Martinez, Elizabeth Ileana	Student Aide II	Workforce Preparation	05/22/14	\$ 10.00
NORCO COLLEGE				
Gallegos, Maria	Student Aide I	Student Employment	06/09/14	\$ 8.00
Syed, Muhammad	Student Aide I	Student Employment	06/09/14	\$ 8.00
RIVERSIDE CITY COLLEGE				
Hodnett, Victoria	Student Aide I	Faculty Development	05/23/14	\$ 8.00

## Agenda Item (VI-B-1)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,902,010 and District Warrant Claims totaling \$4,241,352.

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### Background Narrative:

The attached Purchase Order and Warrant Report – All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$4,902,010 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 223756 – 224875) totaling \$4,241,352 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Majd Askar, Purchasing Manager

### Attachments:

[06172014\\_Contracts and Purchase Orders Over \\$84,100 Report \(May\)](#)

Report of Purchases-All District Resources  
 Purchases Over \$84,100  
 5/01/14 thru 5/31/14

PO#	Department	Vendor	Description	Amount
C0004557	Facilities	Genesis Construction	Wheelock Gymnasium Storm Drain Bid Award	\$ 245,777
C0004565	Facilities	Anderson Air Conditioning, LP	Bradshaw HVAC Replacement Bid Award	276,568
C0004568	Facilities Planning & Development	Pro-Craft Construction, Inc	Coil School for the Arts Site Utilities Bid Award	505,637
C0004569	Facilities Planning & Development	Innovative Construction Solutions	Coil School for the Arts Earthwork/Demo Bid Award	677,206
C0004574	Facilities Planning & Development	Innovative Construction Solutions	Culinary Arts Academy/District Offices Earthwork/Demo Bid Award	471,789
P0042320	President - Norco	Apple Computer, Inc.	Computers for Music Classes	84,570
P0042546	Institutional Effectiveness - Norco	CDW-G	Computers for Gaming Classes - National IPA Contract	136,262
<u>Additions to Approved/Ratify Purchase Orders of \$84,100 and Over</u>				
C0004175	Customized Solutions	Custom Corporate Communications LLC	Customized Training	300,000
Total				<u>\$ 2,697,809</u>
All Purchase Orders, Contracts, and Additions for the Period of 5/01/14 - 5/31/14				
Contracts- C4553 - C4582				\$ 570,723
Contract Additions- C2988 - C4547				
Purchase Orders- P42192 - P42671				1,287,433
Purchase Order Additions- P38513 - P42152				
Blanket Purchase Orders- B12390 - B12442				346,045
Blanket Purchase Order Additions- B11192 - B12388				
Total				<u>\$ 2,204,201</u>
Grand Total				<u><u>\$ 4,902,010</u></u>



## Agenda Item (VI-B-3-a)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-3-a)
Subject	Resolution No. 47-13/14 – 2013-2014 Board Financial Assistance Program – Student Financial Aid Administration
College/District	District
Funding	Grants and Categorical Programs
Recommended Action	It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$5,000 to the budget.

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### Background Narrative:

Riverside Community College District's Norco College has received additional funding for the 2013-2014 Board Financial Assistance Program – Student Financial Aid Administration in the amount of \$5,000 from the California Community Colleges Chancellor's Office. These funds will be used for salaries, benefits, and other operational expenses of the program.

Prepared By: Paul Parnell, President, Norco College  
Monica Green-Cochrane, Dean, Student Services

### Attachments:

[06172014\\_Resolution No. 47-13/14](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 47-13/14

2013-2014 Board Financial Assistance Program –  
Student Financial Aid Administration

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$5,000 is assured to said district, which exceeds amounts previously budgeted; and

WHEREAS the governing board of the Riverside Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED such additional funds be appropriated according to the schedule on the attached page.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on June 17, 2014.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 47-13/14

2013-2014 Board Financial Assistance Program - Student Financial Aid Administration

Year	County	District	Date	Fund
14	33	07	6/17/2014	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	E00	1190	0	0000	0067	8659	5,000 00	
								EXPENDITURES
12	EZE	1190	0	6460	0067	5198	5,000 00	Professional Services
							5,000 00	TOTAL INCOME
							5,000 00	TOTAL EXPENDITURES

# Agenda Item (VI-B-5-a)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Bid Award for the Culinary Arts Academy & District Offices, Coil School for the Arts, and Parking Structure (CAADO/CSA) Phase 2 –Construction – Bid Categories 04 through 23, & 25
College/District	District
Funding	Measure C, Redevelopment, and La Sierra Capital Funds
Recommended Action	It is recommended that the Board of Trustees award the Culinary Arts Academy & District Offices/Coil School for the Arts Phase 2 –Construction - Bid Categories 04 through 23, & 25, for the total bid amount of \$50,266,678 to the contractors listed on the attached.

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## Background Narrative:

On April 29, 2014 and May 2, 2014, the District received bids in response to an Invitation for Bid solicitation for Culinary Arts Academy & District Offices/Coil School for the Arts Phase 2 –Construction - Bid Categories 04 through 23, & 25. The project consists of the construction of the three-story Culinary Arts Academy & District Offices building which includes: the Culinary Arts Academy on the first floor; District Offices on the second and third floors; and a rooftop open deck dining area. The project also consists of the construction of the two-story Coil School for the Arts building which includes: a concert hall; studios; classrooms; and an above grade, concrete, 224 space parking structure. See the attached Lowest Responsive and Responsible Bidders summary and the related detailed Bid Results list.

References for all listed Contractors were checked by District Staff and found to be satisfactory.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Bart Doering, Facilities Development Director  
Majd Askar, Purchasing Manager

## Attachments:

[06172014\\_ Lowest Responsive and Responsible Bidders Summary](#)

**Lowest Responsive and Responsible Bidders  
 CAADO/CSA Phase 2 –Construction  
 Bid Categories 04 through 23, and 25**

<u>Trade Category</u>	<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid Amount</u>
04 –Landscape	Marina Landscape Inc.	Anaheim	\$ 244,700
05 –Site Work	McGuire Contracting	Fontana	495,247
05A –Structural Concrete	McGuire Contracting	Fontana	3,360,000
06 –Parking Structure	McGuire Contracting	Fontana	3,517,000
07 –Masonry	Winegardner Masonry, Inc	Yucaipa	2,580,000
08 –Structural & Misc. Steel	Columbia Steel, Inc.	Rialto	6,692,000
09 –Casework	Stolo Cabinets Inc.	Brea	1,607,900
10 –Roofing	Letner Roofing Co.	Orange	639,725
11 –Sheet Metal	Letner Roofing Co.	Orange	620,000
12 –Hollow Metal Frames & Doors	Inland Building Construction Co.	San Bernardino	577,000
13 –Glazing & Storefront	Corona Aluminum Co.	Riverside	2,431,000
14 –Metal Stud/Drywall/Plaster	Caston, Inc.	San Bernardino	4,548,585
15 –Acoustical	Preferred Ceilings	Brea	829,000
16 –Flooring	Continental Flooring Inc.	Rancho Cucamonga	757,721
17 –Painting	Triumph Painting	Riverside	568,800
18 –Miscellaneous	Inland Building Construction Co.	San Bernardino	3,800,000
19 –Food Services	Kamran and Company, Inc.	Santa Barbara	910,000
20 –Plumbing	J. M. Farnan Co., Inc.	La Verne	1,200,000
21 –Fire Protection	First Responder Fire Protection	Simi Valley	393,000
22 –Mechanical (HVAC)	West-Tech Mechanical, Inc.	Montclair	4,275,000
23 –Electrical	Neal Electric	Poway	9,615,000
25 –Ceramic Tile	Inland Pacific Tile, Inc.	San Bernardino	605,000
		<b>Total</b>	<b><u>\$ 50,266,678</u></b>



**Bid Results**  
**CAADO/CSA Phase 2 -Construction**  
**Bid Opening: April 29th & May 2, 2014**

<b>Bid Category #04 - Landscape</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Marina Landscape Inc.	Anaheim	\$ 244,700	
Pierre Landscape	Baldwin Park	\$ 250,208	
Southern California Landscape	Fontana	\$ 263,155	
Dwayne Brady Landscape	Simi Valley	\$ 294,075	
Parkwest Companies	Rancho Santa Margari	\$ 344,000	
<b>Bid Category #05 - Site Work</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
McGuire Contracting	Fontana	\$ 495,247	
Bomel Construction	Anaheim Hills	\$ 595,877	
<b>Bid Category #05A - Structural Concrete</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
McGuire Contracting	Fontana	\$ 3,360,000	
Inland Building Construction Co.	San Bernardino	\$ 3,826,000	
R.J. Daum Construction	Garden Grove	\$ 3,876,000	
W M Klorman Corp.	Woodland Hills	\$ 4,134,870	
JT. Wimsatt	Valencia	\$ 4,330,000	
K.A.R. Construction Inc.	Ontario	\$ 4,747,000	
The Conco Companies	Fontana	\$ 4,962,582	
<b>Bid Category #06 - Parking Structure</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
McGuire Contracting	Fontana	\$ 3,517,000	
JRH Construction	Tustin	\$ 3,810,166	
W M Klorman Corp.	Woodland Hills	\$ 3,812,690	
T.B. Penick	San Diego	\$ 3,990,200	
R.J. Daum Construction	Garden Grove	\$ 4,085,000	
Guy Yocom Construction	Norco	\$ 4,150,000	
Bomel Construction	Anaheim Hills	\$ 4,182,702	
Largo Concrete	Tustin	\$ 4,331,000	
<b>Bid Category #07 - Masonry</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Winegardner Masonry, Inc.	Yucaipa	\$ 2,580,000	
Kretschmar & Smith	Riverside	\$ 2,634,000	



**Bid Results**  
**CAADO/CSA Phase 2 -Construction**  
**Bid Opening: April 29th & May 2, 2014**

<b>Bid Category #08 - Structural &amp; Misc. Steel</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Columbia Steel, Inc.	Rialto	\$ 6,692,000	
Anderson Chanersky Structural St.	Beaumont	\$ 6,790,000	
McMahon Steel	San Diego	\$ 6,842,875	
T & M Manufacturing	Tremonton	\$ 7,167,135	
Kern Steel Fabrication	Bakersfield	\$ 7,847,000	
<b>Bid Category #09 - Casework</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Stolo Cabinets Inc.	Brea	\$ 1,607,900	
K & Z Cabinet Company	Ontario	\$ 4,082,500	
<b>Bid Category #10 - Roofing</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Letner Roofing Co.	Orange	\$ 639,725	
Courtney Waterproofing	Irvine	\$ 768,000	
Best Contracting Services	Gardenia	\$ 775,795	
Troyer Contracting	Santa Fe Springs	\$ 1,127,053	
Eberhard Inc	Van Nuys	\$ 1,585,299	
<b>Bid Category #11 - Sheet Metal</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Letner Roofing Co.	Orange	\$ 620,000	
Troyer Contracting	Santa Fe Springs	\$ 872,755	
Best Contracting Services	Gardenia	\$ 890,210	
<b>Bid Category #12 - Hollow Metal Frames &amp; Doors</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Inland Building Construction Co.	San Bernardino	\$ 577,000	
Construction Hardware	Pomona	\$ 617,900	
Montgomery Hardware	Rancho Cucamonga	\$ 641,010	
Southwest Door & Frame	Chino	\$ 706,145	
Whitehead Construction	Riverside	\$ 714,000	
Roy E Whitehead	Riverside	\$ 773,700	
<b>Bid Category #13 - Glazing &amp; Storefront</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Corona Aluminum Co.	Riverside	\$ 2,431,000	
Golden Glass	Fullerton	\$ 2,576,152	
Perfection Glass	Lake Elsinore	\$ 2,634,212	
Helou & Sons Corp.	Newhall	\$ 2,649,500	



**Bid Results**  
**CAADO/CSA Phase 2 -Construction**  
**Bid Opening: April 29th & May 2, 2014**

<b>Bid Category #14 - Metal Stud/Drywall/Plaster</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Caston, Inc.	San Bernardino	\$ 4,548,585	
Platinum Construction	Anaheim	\$ 4,939,000	
Infinity Drywall	Anaheim	\$ 6,297,620	
<b>Bid Category #15 - Acoustical</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Preferred Ceilings	Brea	\$ 829,000	
Southcoast Acoustical Interiors	Fontana	\$ 843,710	
Commercial Interior Acoustics	North Hollywood	\$ 1,289,498	
<b>Bid Category #16 - Flooring</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Continental Flooring Inc.	Rancho Cucamonga	\$ 757,721	
Donald M Hoover Co.	Fontana	\$ 896,000	
<b>Bid Category #17 - Painting</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Borbon, Inc.	Buena Park	\$ 375,800	<b>**Withdraw Bid**</b>
Triumph Painting	Riverside	\$ 568,800	
MC Painting	Vista	\$ 690,850	
CTG Construction	Wilmington	\$ 698,000	
Prime Painting	North Ridge	\$ 773,000	
<b>Bid Category #18 - Miscellaneous</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Inland Building Construction Co.	San Bernardino	\$ 3,800,000	
ISEC, Inc.	Cypress	\$ 3,864,966	
<b>Bid Category #19 - Food Services</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Kamran & Company, Inc.	Santa Barbara	\$ 910,000	
Kitcor Corp.	Sun Valley	\$ 927,118	
JF Duncan Industries	Downey	\$ 970,000	
TriMark Raygal	Irvine	\$ 1,020,000	
<b>Bid Category #20 - Plumbing</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
J.M. Farnan & Company, Inc.	La Verne	\$ 1,200,000	
Moe Contracting Services	Glendale	\$ 1,215,000	
Pro-Craft Construction	Redlands	\$ 1,427,000	
Vernes Plumbing	Buena Park	\$ 1,696,900	





**Bid Results**  
**CAADO/CSA Phase 2 -Construction**  
**Bid Opening: April 29th & May 2, 2014**

<b>Bid Category #21 - Fire Protection</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
First Responder Fire Protection	Simi Valley	\$ 393,000	
Daart Engineering Co.	San Bernardino	\$ 467,834	
Bradshaw Engineering Corp.	Santee	\$ 586,000	
<b>Bid Category #22 - Mechanical (HVAC)</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
West-Tech Mechanical, Inc.	Montclair	\$ 4,275,000	
Couts Heating & Cooling	Corona	\$ 4,363,000	
P P C Plumbing Piping	Cypress	\$ 4,394,000	
Circulating Air Inc.	North Hollywood	\$ 4,548,000	
Liberty Climate Control	South El Monte	\$ 4,580,000	
Sheldon Mechanical	Santa Clarita	\$ 4,700,000	
Limbach Company	Garden Grove	\$ 4,923,304	
<b>Bid Category #23 - Electrical</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Conti Electric	Signal Hill	\$ 8,892,770	<b>**Withdraw Bid**</b>
Neal Electric Corp.	Poway	\$ 9,615,000	
Daniels Electrical	Fontana	\$ 10,256,000	
RIS Electrical Contractors	Riverside	\$ 10,470,000	
Belco Eleconor Group	Chino	\$ 10,500,000	
Mel Smith Electric	Stanton	\$ 10,942,000	
Baker Electric	Escondido	\$ 11,270,000	
Comet Electric	Conoga Park	\$ 11,499,000	
<b>Bid Category #25 - Ceramic Tile</b>			
<b>Prime Contractor</b>	<b>Location</b>	<b>Total Bid Amount</b>	
Inland Pacific Tile, Inc.	San Bernardino	\$ 605,000	
Premier Marble & Tile	Gardenia	\$ 619,123	
Continental Marble & Tile Co.	Ontario	\$ 939,392	

## Agenda Item (VI-B-5-b)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Revised Bid Award for the Culinary Arts Academy & District Offices, Coil School for the Arts and Parking Structure (CAADO/CSA) Phase 1 –Ground Work – Bid Category 24 – Electrical
College/District	District
Funding	Measure C, Redevelopment, and La Sierra Capital Funds
Recommended Action	It is recommended that the Board of Trustees award the Culinary Arts Academy & District Offices/Coil School for the Arts Phase 1 –Ground Work project - Bid Category 24 -Electrical, to the second lowest responsible and responsive bidder, Neal Electric Corporation, for the total bid amount of \$297,000.

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### Background Narrative:

On April 15, 2014, the Riverside Community College District Board of Trustees approved the bid award for the Culinary Arts Academy & District Offices, Coil School for the Arts, and Parking Structure (CAADO/CSA) Phase 1 – Ground Work – Category 24 - Electrical to MDE Group, Inc., in the amount of \$259,000.

MDE Group, Inc., the lowest bidder, failed to execute the contract due to their inability to secure performance and payment bonds. Pursuant to Public Contract Code § 5106, the District may award the contract to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract.

Therefore, District staff recommends the award of bid to the second lowest bidder, Neal Electric Corporation, for the total bid amount of \$297,000. As a result of MDE Group, Inc.'s failure to provide the necessary documents, the District has filed a claim against the bid bond for any additional costs incurred in selecting and awarding the bid to another contractor.

References for Neal Electric Corporation were checked by District staff and found to be satisfactory.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Bart Doering, Facilities Development Director  
Majd Askar, Purchasing Manager

### Attachments:

[06172014\\_Lowest Responsive and Responsible Bidders Summary - Category 24](#)

**Lowest Responsive and Responsible Bidders  
CAADO/CSA Phase 1 –Ground Work  
Bid Category #24 -Electrical**

<b><u>Trade Category</u></b>	<b><u>Contractor</u></b>	<b><u>Business Location</u></b>	<b><u>Total Bid Amount</u></b>
24 –Electrical	Neal Electric Corp.	Norwalk	\$ 297,000



**Bid Results**  
**CAADO/CSA Phase 1 -Ground Work**  
**Bid Opening: March 20, 2014 at 2:00 pm**

<b>Bid No. 2012/13-15 - Bid Category #24 - Electrical</b>			
<b>Prime Contractor</b>	<b>City</b>	<b>Total Bid Amount</b>	
MDE Group, Inc.	Riverside	\$ 259,000	**Non-Responsive Bid*
Neal Electric Corp.	Norwalk	\$ 297,000	
RIS Electrical Contractors	Riverside	\$ 303,000	
Daniels Electric Construction Co., Inc.	Fontana	\$ 383,000	
Belco Elecnor Group	Chino	\$ 395,000	

## Agenda Item (VI-B-5-c)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-c)
Subject	Approval to Purchase Electrical Products from Graybar Electric Company, Utilizing the US Communities Government Purchasing Alliance Contract No. MA-IS-1230234
College/District	District
Funding	Proposition 39 Clean Energy Jobs Act and rebates from the CCC/IOU (California Community Colleges/Investor Owned Utilities) partnership
Recommended Action	It is recommended that the Board of Trustees approve the purchase of LED lighting products from Graybar Electric Company, utilizing the US Communities Government Purchasing Alliance Contract No. MA-IS-1230234.

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### Background Narrative:

The Riverside Community College District received Proposition 39 - Clean Energy Jobs Act of 2012 (ACT) funding from the California Community Colleges Chancellor's Office for energy efficiency and clean energy projects. The project, consisting of the procurement of LED lighting fixtures, uses a combination of funds from Proposition 39 and rebates from the California Community Colleges/Investor Owned Utilities (CCC/IOU) partnership. Proposed LED fixtures must be included in the Energy Star or Design Lights Consortium Qualified Products List, in order to receive CCC/IOU financial incentives.

In an effort to maximize cost savings, the District solicited a Request for Proposal (RFP) requiring the use of a "piggyback" bid. The use of piggyback contracts provide lower contract prices through the power of aggregation and allows the District to utilize contract items that meet District specifications and rebate. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

On May 8, 2014, the District received four (4) proposals in response to a Request for Proposal (RFP) solicitation for the purchase of LED lighting products. District staff and a project engineer evaluated the products submitted in each of the proposals. Three of the four submittals were deemed non-responsive for failing to meet required specifications. Fastenal Company's bid included costs per single lighting product; however, it did not provide a total summary cost of all lighting products. Greenworks Energy Group proposed lighting products that were well under the required lumens specifications. Grainger did not bid on a majority of the lighting products for Norco College and Moreno Valley College. Thus, Grainger's bid total is lower due to missing required products. In addition, the products proposed by Grainger for Riverside City College are less efficient (more energy per lumen) than Graybar. See the attached Lowest Responsive and Responsible Bidders summary.

Staff recommends use of the US Communities Government Purchasing Alliance Contract No. MA-IS-1230234 with Graybar Electric Company, for the purchase of LED lighting products. The agreement term is from April 1, 2013 to March 31, 2016, with an option to renew for two (2) additional 12-month periods. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this agreement best meets the need of the District.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Paul Parnell, President, Norco College  
Wolde-Ab Isaac, Acting President, Riverside  
Norm Godin, Vice President, Business Services, MVC  
Beth Gomez, Vice President, Business Services (Norco)  
Bill Orr, Interim Vice President, Business Services (Riverside)

Laurens Thurman, District Consultant  
Majd Askar, Purchasing Manager

**Attachments:**

[06172014\\_Lowest Responsive and Responsible Bidders Summary - Graybar](#)

## Lowest Responsive and Responsible Bidders Purchase of LED Lighting Products

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>	<u>Comment</u>
Fastenal Company	Winona, Minnesota	Unknown	Non-Responsive
GreenWorks Energy Group	Temecula	\$ 411,935	Non-Responsive
Grainger	Riverside	\$ 530,944	Non-Responsive
Graybar Electric Company	Industry	\$ 772,865	

## Agenda Item (VI-B-6-a)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$84,100 – All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$570,723 for the period of May 1, 2014 through May 31, 2014.

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### Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$84,100. The attached listing of contracts and agreements under \$84,100 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Majd Askar, Purchasing Manager

### Attachments:

[06172014\\_Contracts and Agreements Less than \\$84,100 Report \(May\)](#)



Contracts and Agreements Report-All District Resources  
\$84,100 and Under  
5/01/14 thru 5/31/14

PO#	Department	Vendor	Location	Description	Amount
C0004547	EOPS - Moreno Valley	Moreno Valley Ranch Golf Club	Moreno Valley	Meeting Expenses	\$ 1,045
C0004553	Campus Student Services - Norco	OI School House Class of Oh Oh LLC	Los Angeles	Consultants	13,000
C0004554	Campus Student Services - Norco	Certified Transportation Services, Inc	Santa Ana	Transportation Contracts	724
C0004555	Campus Student Services - Norco	Certified Transportation Services, Inc	Santa Ana	Transportation Contracts	803
C0004556	CTE Projects	Interaction Institute for Social Change	Boston, MA	Professional Services	16,420
C0004558	Facilities Planning & Development	Compass Pest Management, Inc.	Riverside	Fumigation Services	8,924
C0004559	President - Norco	Kellogg West Conference Center	Pomona	Meeting Expenses	1,740
C0004560	Student Services	Rosetta Stone Ltd	Harrisonburg, VA	Computer Software Maint/Lic	3,800
C0004561	President - Moreno Valley	Vology Inc	Oldsmar, FL	Professional Services	11,300
C0004562	Disabled Student Services - Norco	AMAC	Atlanta, GA	Computer Software Maint/Lic	21,000
C0004563	Library - Norco	Lynda.com Inc.	Carpinteria	Computer Software Maint/Lic	25,000
C0004564	Performing Arts	First Student, Inc.	City of Industry	Other Travel Expenses	150
C0004566	Disabled Student Services	AMAC	Atlanta, GA	Computer Software Maint/Lic	21,000
C0004567	Human Resources & Diversity	City of Moreno Valley	Moreno Valley	Meeting Expenses	530
C0004570	Community & Economic Development	Henderson, Andrew C	Victorville	Other Travel Expenses	868
C0004571	Community & Economic Development	Paquette, Ronald	Riverside	Other Travel Expenses	760
C0004572	Community Ed & Senior Citizen Education	Kushan, LLC	Downers Grove, IL	Professional Services	20,230
C0004573	Facilities Planning & Development	Pro-Craft Construction, Inc	Redlands	Culinary Arts Academy/District Offices Site Utilities Bid Award	52,084
C0004575	Information Services	Enow, Inc	Riverside	Professional Services	7,000
C0004576	Workforce Preparation	Lucky Feet Shoes	Riverside	Professional Services	1,710
C0004577	Safety & Police - Riverside	Pacific Parking Systems, Inc.	Irvine	Repairs - Service	14,080
C0004578	Risk Management	Grant Thornton LLP	Chicago, IL	Professional Services	18,000
C0004579	Counseling - Norco	California Baptist University	Riverside	Other Supplies	1,765
C0004580	Student Services	Card Integrators	Los Alamitos	Computer Software Maint/Lic	6,861
C0004581	Facilities - Norco	Torga Electric	San Bernardino	Norco STEM Exterior Remodel Bid Award	44,450
C0004582	Campus Student Services - Norco	Certified Transportation Services, Inc	Santa Ana	Transportation Contracts	599
N/A	Bank of America	Tri Tech	Riverside	License to use Logos	No Cost
N/A	Riverside County Fire Department	Fire Technology	Riverside	UCR Artsblock Work	No Cost
N/A	Alvord Unified School District	CTE	Riverside	Student Fieldwork Placement	No Cost
N/A	State of CA Department of General Services	Facilities, Planning & Development	West Sacramento	Gas Services	No Cost
N/A	West Virginia University Research Corporation	Customized Solutions	Morgantown, WV	FEMA First Responder Safety Training	No Cost
N/A	PW Enhancement Center	Student Services - Moreno Valley	Moreno Valley	Federal Work Study	No Cost
N/A	Ford Motor Company	Career Tech Ed	Allen Park, MI	Usage & Disposal of Training Vehicles	No Cost
N/A	Great Pony Parties	ECS	Perris	Petting Zoo & Pony Rides	No Cost
N/A	Moreno Valley Conference and Recreation Center	Physician Assistant Program	Moreno Valley	Grad Ceremony Facility Rental	No Cost
N/A	UTC Aerospace Systems	Customized Solutions	Riverside	Training	No Cost
<b>Additions to Approved/Ratify Contracts of \$84,100 and Under</b>					
C0002757	Facilities Planning & Consulting Services	Facilities, Planning & Development	Exeter	Amends/Extends Date to 6/30/15	No Cost
C0002988	Communications - Norco	Corona - Norco Unified School District	Norco	Rents and Leases	3,960
C0003054	College Relations / Special Projects	Padilla & Associates, Inc	Santa Ana	Professional Services	447
C0003231	Facilities Planning & Development	Psomas	Riverside	Amends/Adds Funds	21,745
C0003364	Administrative Support Center	Sharp Electronics Corp.	Mahwah, NJ	Repairs - Service	16
C0003525	Facilities Planning & Development	Magnon Property Management	Riverside	Professional Services	18,800
C0003553	Health, Human & Public Services - Moreno Valley	Thermal Combustion Innovators, Inc.	Colton	Waste Disposal	85
C0003717	Human Resources & Diversity	Keenan & Associates	Torrance	Consultants	81,097
C0003748	PALid Studio	Business Services - Moreno Valley	Fullerton	Amends/Extends Date to 9/30/14	No Cost
C0004118	Counseling	Canon Business Solutions, Inc	Ontario	Repairs - Service	196

Contracts and Agreements Report-All District Resources  
 \$84,100 and Under  
 5/01/14 thru 5/31/14

PO#	Department	Vendor	Location	Description	Amount
C0004219	Student Financial Services	Academic Works Inc	Austin, TX	Computer Software Maint/Lic	9,380
C0004234	Academic Affairs	Nuventive LLC	Pittsburgh, PA	Computer Software Maint/Lic	55,440
C0004253	Communications & Web Development	Acorn Technology Corporation	Riverside	It Management Fees	2,000
C0004267	Business & Financial Services	Liebert Cassidy Whitmore	Los Angeles	Legal	25,000
C0004269	Business & Financial Services	Public Interest Investigation Inc	Los Angeles	Legal	50,000
C0004332	Student Financial Services	Sharp Electronics Corp.	Pasadena	Repairs - Service	886
C0004341	Customized Solutions	Rogers, Henry	Riverside	Professional Services	3,101
C0004364	Mathematics	Sharp Electronics Corp.	Pasadena	Repairs - Service	32
C0004388	Athletics	Adecco USA, Inc.	Melville, NY	Transportation Contracts	500
C0004394	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Professional Services	3,000
C0004407	Human Resources	Professional Personnel Leasing Inc	South Lake Tahoe	Professional Services	263
C0004487	Risk Management	Lifelock Inc	Tempe, AZ	Professional Services	561
C0004502	Community & Economic Development	Image IV Systems, Inc	Burbank	Repairs - Service	318
C0004528	Campus Student Services - Norco	Rosetta Stone Ltd	Harrisonburg, VA	Computer Software Maint/Lic	53
N/A	Customized Solutions	Riverside County Regional Medical Center	Moreno Valley	Amends Wording Only to Transition to Practice Agreement	No Cost
N/A	Customized Solutions	Riverside County Regional Medical Center	Moreno Valley	Amends Wording Only to Critical Care Agreement	No Cost
N/A	Safety & Police	Credentials Order	Northfield, IL	Amends/Extends Date to 6/30/15	No Cost
Total					<u>\$ 570,723</u>

## Agenda Item (VI-B-6-b)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Contract and Resoultion No. 49-13/14 for Disabled Student Services Program Workability III Program with Department of Rehabilitation
College/District	Riverside
Funding	Federally funded from the Department of Rehabilitation and required a 25% Cooperative Agency Share for an amount not to exceed \$870,180.00
Recommended Action	It is recommended that the Board of Trustees approve the contract agreement with the Department of Rehabilitation and the resolution No. 49-13/14 authorizing the Vice Chancellor of Business and Financial Services to sign and execute documents.

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### Background Narrative:

Presented for the Board's approval is the Disabled Student Services Program Workability III program contract agreement and Resolution No. 49-13/14 authorizing the Vice Chancellor of Business and Financial Services to sign and execute documents on behalf of Riverside Community College District, Riverside City College. This contract agreement is a cooperative effort by the Department of Rehabilitation and RCCD to provide cooperative auxiliary and employment services to Department of Rehabilitation applicants/clients. The term of the agreement begins July 1, 2014 through June 30, 2017.

Prepared By: Wolde-Ab Isaac, Acting President, Riverside

### Attachments:

[DSPS Workability Agreement attachment](#)  
[DSPS Workability Grant Res. 49-13/14](#)  
[DSPS Workability III Grant](#)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
29287
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: \$870,180.00  
 Certified Expenditure \$460,323.00



4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**CFDA #84.126A State Vocational Rehabilitation Services Program**

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	4 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	12 pages
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 06/09/10) 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Avenue, Riverside, CA 92506		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Rehabilitation		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 49-13/14

RESOLUTION FOR A CONTRACT BETWEEN DISABLED STUDENT SERVICES PROGRAM WORKABILITY III WITH DEPARTMENT OF REHABILITATION AND RIVERSIDE COMMUNITY COLLEGE DISTRICT, ON BEHALF OF RIVERSIDE CITY COLLEGE RIVERSIDE COUNTY, CALIFORNIA

WHEREAS, the Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Trustees does hereby authorize Aaron Brown, Vice Chancellor, Business and Financial Services, of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Trustees.

The foregoing Resolution and Order was adopted and affirmed by the governing board of Riverside Community College District of Riverside County, California, being the board authorized by law to make the designations contained herein, by formal vote as follows:

Ayes:

Noes:

Absent:

Date: June 17, 2014

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

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State of California)

ss

County of Riverside)

Certification

I, the Board Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Trustees present at said meeting.

Dated: June 17, 2014

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Nathan Miller  
Secretary of the Board of Trustees  
Riverside Community College  
District

**EXHIBIT A  
(Standard Agreement - Subvention)**

**1. PURPOSE**

Subvention: VR Third Party Cooperative/Case Service Agreements:

**2. AUTHORITY**

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

**3. CONTRACT REPRESENTATIVES**

The Contractor shall direct all inquiries during the term of this Agreement to the DOR Contract Administrator listed herein:

<p>Department of Rehabilitation Donald Renfro, Contract Administrator 3130 Chicago Avenue Riverside, CA 92507 (951) 782-6662 (951) 320-2254 fax <a href="mailto:Donald.E.Renfro@dor.ca.gov">Donald.E.Renfro@dor.ca.gov</a></p>	<p>Riverside Community College District Gregory Ferrer, Director 4800 Magnolia Avenue Riverside, CA 92506 (951) 222-8508 (951) 222-8059 fax <a href="mailto:Gregory.Ferrer@rcc.edu">Gregory.Ferrer@rcc.edu</a></p>
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**4. DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

**EXHIBIT A.1  
(Standard Agreement - Subvention)**

**COOPERATIVE CONTRACT  
Riverside Community College District  
WorkAbility III**

**SCOPE OF WORK**

**I. INTRODUCTION**

WorkAbility III (WAIll) is a cooperative effort between the Department of Rehabilitation and Riverside Community College District (RCCD) which combines the resources of both agencies to provide services to assist Department of Rehabilitation Consumers who receive services from both agencies. Riverside City College will provide Cooperative Employment Services to Department of Rehabilitation (DOR), Inland Empire District, consumers with disabilities, eligible to receive services from both agencies, under the terms of this agreement. Service coordination and collaboration are expected to occur within both service categories. The purpose of the WorkAbility III (WAIll) program is to provide employment services for DOR consumers and assist them in obtaining successful employment. This will result in having a case closure.

Department of Rehabilitation Counselors will determine eligibility, refer individuals to Riverside City College, and specify the contract services that will be needed by completing the online referral form, assign project, develop the Individualized Plan for Employment (IPE) and provide WAIll with a copy of each IPE; and coordinate non-contract services as needed.

**DOR GOALS**

For fiscal year 2014-2015, a total of 125 DOR consumers will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (Applicant)
- Develop 3 new Individual Plans for Employment (IPE)
- Close 25 cases successfully

For fiscal year 2015 - 2016, a total of 125 DOR consumers will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (Applicant)
- Develop 3 new Individual Plans for Employment (IPE)
- Close 25 cases successfully

For fiscal year 2016 - 2017, a total of 125 DOR consumers will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (Applicant)
- Develop 3 new Individual Plans for Employment (IPE)
- Close 25 cases successfully

## II. SERVICES TO BE PROVIDED

### A. Employment Services

#### 1. Description of Service

**Work Experience** includes short-term placement both on and off campus and involves monitoring the consumer/student's performance in the work environment. Work experience may include paid/unpaid internships; employment, summer work experience, volunteer experiences, work exploration and job shadowing. Work experience may also result in development of any of the following: vocational direction, work attitudes and behaviors; interpersonal skills, and job retention strategies. When a DOR consumer is referred to the Workability III program, the consumer is placed in Work Experience to better assess their current skills and abilities. If the consumer is unable to participate in Work Experience, they will proceed to Vocational Instruction.

#### **Service Goals/Number to be served**

During fiscal year 2014/2015, it is expected that:  
35 will participate in work experience

During fiscal year 2015/2016, it is expected that:  
35 will participate in work experience

During fiscal year 2016/2017, it is expected that:  
35 will participate in work experience

**Vocational Instruction:** services include workshops and weekly classes - Job Seeking Skills; Introduction to Workability III program, Guidance-47 (Career Exploration and Planning), Guidance-48 (College Success Strategies) and WKX-200 (supervised work experience class)

Provide support to DOR consumers using specialized curriculum; emphasizing job seeking skills, peer support/tutoring, group and one-to-one assistance; vocational instruction to DOR consumers in activities which are employment related and needed to promote work readiness. Services depend upon individual need.

Activities include:

- One-to-one assistance in activities related to seeking employment
- Work experience or volunteer opportunities provided through Guidance 47 class
- Time management, organization, success strategies through Guidance 48 class
- Strategies to identify employment goal and opportunities
- Class instruction in computer and internet for employment related activities
- Applications, resumes and cover letter development
- Peer support workshops for basic skills and employment services
- Adaptive Technology Specialist provides information to DOR consumers on assistive technology needs in the workplace



**Service Goals/Number to be served**

During fiscal year 2014/2015, it is expected that:  
45 will participate in Vocational Instruction

During fiscal year 2015/2016, it is expected that:  
45 will participate in Vocational Instruction

During fiscal year 2016/2017, it is expected that:  
45 will participate in Vocational Instruction

**Job Development, Placement and Follow-up**

Job development, placement and follow-up will be provided to DOR consumers participating in vocational instruction or work experience. These services will be provided by the WAIII Job Placement Technician (JPT) on an individual basis and/or small group workshop in accordance with the DOR consumer's IPE.

Services include:

- Transition from school to work via job seeking workshops and work experience
- Provide information on the general ease of providing accommodations in the workplace.
- Develop employment portfolio includes resume, cover letter, references and letters of recommendation
- Job seeking workshops provide training in specific techniques for seeking employment, the interview process, labor market information, job retention strategies
- Completing applications via internet and other formats
- Interview skills, appropriate interview dress, personal hygiene, grooming and ADA issues
- Mock interview practice
- Work culture, environment and expectations, communications and evaluations
- Instruction on using the computer and internet via class.
- Contact DOR Consumer through social media and email to ensure job satisfaction
- Contact DOR Consumer through text and phone to ensure job satisfaction
- Schedule regular appointments with DOR Consumer at work site or in JPT office to ensure job satisfaction
- Post-employment contact with employer via email, phone and at work site to ensure job satisfaction

**Service Goals/Number to be served**

During fiscal year 2014/2015, it is expected that:  
35 DOR consumers will receive job development, placement and follow-up services  
28 Placements consistent with IPE goal

During fiscal year 2015/2016, it is expected that:  
35 DOR consumers will receive job development, placement and follow-up services 28 Placements consistent with IPE goal

During fiscal year 2016/2017, it is expected that:  
35 DOR consumers will receive job development, placement and follow-up services 28 Placements consistent with IPE goal

**III. CONTRACT ADMINISTRATOR/PROGRAM COORDINATOR**

Department of Rehabilitation Contract Administrator:

Donald Renfro, Contract Administrator  
3130 Chicago Avenue  
Riverside, CA 92507  
(951) 782-6662  
(951) 320-2254 (fax)  
E-mail: [Donald.E.Renfro@dor.ca.gov](mailto:Donald.E.Renfro@dor.ca.gov)

Riverside Community College District Contract Administrator: Program Director

Gregory Ferrer, Director  
4800 Magnolia Avenue  
Riverside, CA 92506  
(951) 222-8508  
(951) 222-8059 (fax)  
E-mail: [Gregory.Ferrer@rcc.edu](mailto:Gregory.Ferrer@rcc.edu)

**IV. LINKAGES TO OTHER COMMUNITY AGENCIES**

This will include the Employment Development Department (EDD), Workforce Development Center Pathways to Success and Transition Partnership Program (TPP) to assist in collaboration with the job development and/or placement components of the program.

**V. IN-SERVICE TRAINING**

In-service and cross-training in each agency's mission, services, Procedures, and professional approach, as well as other relevant Areas will occur on an ongoing basis.

**EXHIBIT B**  
**(Standard Agreement - Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.
2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.
3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

**C. Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the OMB A-133 Single Audit.

#### D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget with a maximum not to exceed \$100,000 for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

#### E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed \$100,000.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(Note: ALL changes must be made in **bold**.)

#### F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

## **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

## **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

## **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

## **5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT**

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.

- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the OMB cost principle applicable to its organization regarding documentation for the support of personnel activity chargeable to the Agreement.

## **6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

## Riverside Community College District

### Program Budget and Match Summary July 1, 2014 - June 30, 2017

	FY 2014/15 <u>TOTALS</u>	FY 2015/16 <u>TOTALS</u>	FY 2016/17 <u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$169,120	\$169,120	\$169,120
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$290,060	\$290,060	\$290,060
<hr/>			
<b>TOTAL FEDERAL COSTS</b>	<b>\$459,180</b>	<b>\$459,180</b>	<b>\$459,180</b>
Certified Match (If applicable)	\$153,441 25.05%	\$153,441 25.05%	\$153,441 25.05%
Total Federal Share	\$459,180 74.95%	\$459,180 74.95%	\$459,180 74.95%
Cash Match (If applicable)	\$0 0%	\$0 0%	\$0 0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
<hr/>			
<b>TOTAL STATE MATCH</b>	<b>\$153,441</b>	<b>\$153,441</b>	<b>\$153,441</b>

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

<b>This Section For DOR Use Only</b>			
	Year 1	Year 2	Year 3
Certified match minimum contribution amount at 25%	\$153,060	\$153,060	\$153,060
Cash match minimum contribution amount at 21.3%	\$97,805	\$97,805	\$97,805

# Riverside Community College District

## DOR Program Budget July 1, 2014 - June 30, 2017

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 2014/15 TOTAL</u>	<u>FY 2015/16 TOTAL</u>	<u>FY 2016/17 TOTAL</u>
Rehabilitation Team Unit 1 FTE = \$110,377	<b>Units</b>	0.75	0.75	0.75
		\$82,783	\$82,783	\$82,783
Case Services (Individual Consumer Expenses)		86,337	86,337	86,337
	<b>SUBTOTAL</b>	<b>\$169,120</b>	<b>\$169,120</b>	<b>\$169,120</b>
Case Service Contract(s):				
_____		[ ]	[ ]	[ ]
_____		[ ]	[ ]	[ ]
_____		[ ]	[ ]	[ ]
_____		[ ]	[ ]	[ ]
_____		[ ]	[ ]	[ ]
<b>TOTAL DOR PROGRAM COST</b>		<b>\$169,120</b>	<b>\$169,120</b>	<b>\$169,120</b>



STATE OF CALIFORNIA  
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Amendment

Original

Contractor Name and Address		Contract Number	Federal ID Number	Page 1 of 1			
Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299		29287	33-0831357	Budget Period 7/01/15 - 6/30/16			
		Effective Date (Amendments Only)		Effective Date (Amendments Only)			
		7/01/14 - 6/30/15		7/01/16 - 6/30/17			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	WALLI Job Placement Technician 2 FTE @ 16 hours per week (\$24,317/yr) (12 mos) + Benefits 4% of salary	\$24,403.00	2.00	\$48,806.00	\$24,403.00	2.00	\$48,806.00
2	WALLI Adjunct Counselor 1 FTE @ 6 hours per week (\$73,20/yr) (12 mos) + Benefits 12% of salary	\$25,588.00	1.00	\$25,588.00	\$25,588.00	1.00	\$25,588.00
3	WALLI Office Assistant III 1 FTE @ 16 hours per week (\$10,50/hr) (12 mos) + Benefits 2.3% of salary	\$8,936.00	1.00	\$8,936.00	\$8,936.00	1.00	\$8,936.00
4	WALLI Disability Specialist 80% of 1 FTE @ 40 hours per week (12 mos) + Benefits 21.5% of salary + H&W \$7,285	\$85,736.00	0.80	\$68,588.80	\$85,736.00	0.80	\$68,588.80
5	WALLI Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos) + Benefits 12% of salary + H&W \$23,724	\$125,456.00	0.80	\$100,364.80	\$125,456.00	0.80	\$100,364.80
6	WALLI Career Development Specialist - Overload Hours + Benefits 12% of salary	\$13,738.00	0.80	\$10,990.40	\$13,738.00	0.80	\$10,990.40
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18	Subtotal			\$263,274.00			\$263,274.00
19	OPERATING EXPENSES						
20	Office Supplies/Printing			\$1,200.00			\$1,200.00
21	Instructional Supplies			\$1,200.00			\$1,200.00
22	Travel/Training			\$1,500.00			\$1,500.00
23	Mileage			\$750.00			\$750.00
24	Conference			\$650.00			\$650.00
25							
26							
27	Operating Subtotal			\$5,300.00			\$5,300.00
28	Personnel and Operating Subtotal			\$268,574.00			\$268,574.00
29	Indirect Rate Percentage			8.00%			8.00%
30	Indirect Cost			\$21,485.92			\$21,485.92
	TOTAL (rounded to nearest dollar)			\$290,060			\$290,060

## SERVICE BUDGET NARRATIVE

### PERSONNEL

#### Benefits statement

All full time personnel staff receives Retirement STRS (0.0825), PERS (0.11442), Workers Compensation (0.0229), Unemployment Insurance (0.0005), Medicare (0.0145) and H&W. All active employees, in paid status, in a monthly-salaried position of half-time or more are eligible for Medicare (0.0145), Workers Compensation (0.0229), and Unemployment Insurance (0.0005). Benefits have been included in the salaries listed on the attached Certified Expenditure Budget and Service Budget. All student workers receive Workers Compensation (0.0229).

#### **Job Placement Technician**

##### Contract Duties:

Under the supervision of the WorkAbility III Coordinator provides job development and placement and Direct Employment Services including:

##### Specific Job Duties:

- Identify and contact local businesses, industries and public agencies to identify and develop job opportunities
- Partner with agencies such as county of Riverside, advocating for jobs
- Assist DOR consumers with understanding their accommodations in the workplace
- Assist DOR consumers with understanding the essential duties of the job description
- Assist DOR consumers to become knowledgeable regarding the conditions of employment
- A limited amount of contact with the DOR consumers and/or employer post-placement to ensure job satisfaction
- Provides progress reports for DOR counselors on status of their DOR consumers in job placement activity
- provides vocational instruction and conduct job seeking skills workshop to DOR consumers
- develop work experience/internships through RCC general work experience classes; and volunteer experiences
- contact local businesses, institutions, and agencies to identify and cultivate internships and work experience leading to employment.
- responsible for follow-up and tracking DOR consumers who receive services

##### Non-Contract duties: Job Placement Technician

- contact local businesses, institutions, and agencies to determine employment opportunities for students after graduation.
- post all employment opportunities that are mailed, emailed, faxed, or called in by phone or walk-ins.
- conduct presentations, lectures, workshops and interview panels on various work ability skills such as launching a job search, application preparation, resume writing, interview techniques, job retention, job market trends and internships
- provides one-to-one counseling to college students on various career and occupational topics, as well as general education.
- implement and coordinates one career fair conducted at Riverside City College

- create brochures, flyers, newsletters and advertisements for employment information and public relations.
- adjust and utilize various categories within the annual job placement budget.
- provides work direction to part-time hourly employees
- participate in District provides in-service training programs
- maintain friendly supportive atmosphere for students, staff, faculty, and public
- perform other duties related to the position as assigned

### **WorkAbility III Adjunct Counselor**

#### Contract Duties:

Assist Career Development Specialist in performing duties required to transition DOR consumers from college to work.

#### Specific job duties:

- may teach Guidance 47 (Career Exploration and Planning); Guidance 48 (College Success Strategies)
- conduct WorkAbility III workshops related to vocational instruction.
- facilitate enrollment into work experience classes
- facilitate volunteer and/or internship for the purpose of gaining experience leading to employment consistent with the related employment goal.

#### Non-contract duties: DRC Adjunct Counselor

- provides academic and career counseling
- provides support to DOR consumers with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing
- provide academic counseling during priority registration.

### **WorkAbility III Office Assistant III**

#### Contract Duties:

Provide clerical office support to the WorkAbility III program.

#### Specific Job Duties:

- check project coding lists, compare and process Riverside City College /DOR forms
- maintain file records; and contact DOR consumers, answer routine questions and give out standard information about the WorkAbility III program
- type letters and other materials, proofread typed materials for grammatical and spelling errors
- receive, distribute and dispatch mail; answer telephone
- operate office equipment; participate in in-service trainings
- maintain friendly and supportive atmosphere for students, faculty, staff, and public
- sort, alphabetize and file WorkAbility III records and reports
- track DOR consumers and current status in database

#### Non-Contract Duties: Office Assistant III

- provide general clerical office work in college setting.
- assist in typing reports, forms, letters and other materials
- sort, alphabetize and file department records and reports
- update and maintain department database, records and files;

- perform data entry; operate a variety of office machines including computer, adding machine, copy machine, scanner and printer.
- maintain friendly and supportive atmosphere for student, faculty, staff and public.
- duties may also include a variety of routing general clerical work including answer phones and take messages
- proofreading documents and other related material
- other duties may be assigned as needed

### **WorkAbility III Disability Specialist**

#### Contract Duties:

Responsible for providing support to WorkAbility III program and DOR consumers.

#### Specific job Duties:

- participate in DOR provided in-service training programs
- develop and maintain WorkAbility III database
- assist with WorkAbility III contract renewal
- responsible for invoicing
- participate in DOR quarterly meetings
- responsible for development and maintain WorkAbility III budget
- coordinate and oversee WorkAbility III reports
- Maintain records and WorkAbility III files for auditing purposes

#### Non-contract Duties: Disability Resource Center (DRC) Disability Specialist

- conduct intake interviews with prospective students
- assist with registration for students with disabilities
- perform clerical tasks, disseminate college-related information.
- administers and proctors course examinations in alternative formats
- assist in training students in the use of adaptive equipment and computers
- responsible for material of a highly sensitive and confidential nature
- maintain sensitivity to the exceptional characteristics of persons with varying degrees of disability
- maintain a friendly and supportive atmosphere
- Perform other related duties as assigned

### **WorkAbility III Career Development Specialist**

#### Contract Duties:

Provides academic, career, and disability counseling to DOR consumers referred to WorkAbility III program.

#### Specific Job Duties:

- Assist in supervision of WorkAbility III staff
- facilitate DOR consumers for transition from college to work
- regularly confer with DOR counselors to determine DOR consumer status
- assist in development and implementation of the IPE
- Collaborate with job placement technician
- Facilitate enrollment in work experience classes for the purpose of gaining experience leading to employment in a related Major or occupation
- assist in the determination of the need for post-employment services
- assist WorkAbility III coordinator as needed
- write reports and maintain WorkAbility III files

- may teach Guidance 47 as required
- assess DOR consumers for job readiness

**Non-Contract Duties: Counselor, DRC**

- provides academic and disability counseling to students with a wide range of disabilities
- includes, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, and physical disabilities, visual impairments, deaf and hard of hearing
- assign educational accommodations, develop student education plan
- Assist student in choosing appropriate college coursework

**WorkAbility III Career Development Specialist- Overload**

This line item represents hours that the position will need to work during the periods of time when the position is normally scheduled to recess. This is necessary in order to maintain contact with DOR consumers and consistency in service delivery.

**OPERATING EXPENSES**

**Office Supplies/Printing** – paper, pens, pencils, computer flash drives, File folders, notebooks, staplers; paperclips; expanding file holder; resume paper/envelopes; business cards for job development contacts, labels. Cost of printing WorkAbility III pamphlets.

**Instructional Supplies** – textbooks, workbooks and classroom materials needed for Guidance 47 and Guidance 48 (Career Exploration/College Success Strategies) classes and job seeking skills workshops; folders, lined paper, flash/Thumb drives; materials to be used for DOR consumers enrolled in Guidance 47 or 48; and job seeking skills workshops, copy paper for copying classroom materials.

**Travel/Training** – Agency travel will consist of airfare, hotel and per diem costs, taxi and/or rental car; toll and parking fees incurred as a result of attending meetings and training which is directly related to the WorkAbility III Program. Training will cover the cost of training deemed to enhance performance of contract related duties with the approval of Contract Administrator.

**Mileage** – will covers the expense of driving to visit employers to develop jobs, job shadowing and work experience sites; follow-up visits to DOR consumers who are participating in one of these components; travel to WorkAbility III related meetings and training. All costs invoiced at the rate allowed by Riverside Community College District or the State approved rate for non-represented employees, whichever is less.

**Conference** – will cover the cost of attending Conferences related to WorkAbility III contract activities such as but not limited to job development and placement workshops, statewide WorkAbility III meetings and combined DOR and WorkAbility III counselor training/workshops.

**INDIRECT COST** – Based upon a review of accounting records by Riverside City College Accountants/Auditors, which include all direct and indirect costs. This rate is to be applied to all direct costs.

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

July 1, 2014 - June 30, 2017

Contractor Name and Address	Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds.											
	Fiscal Year 2014/15				Fiscal Year 2015/16				Fiscal Year 2016/17			
	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Percent FTE	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Percent FTE	Annual Salary	Annual Percent FTE	Annual Amount Certified	Annual Percent FTE
<b>PERSONNEL -</b>												
WAIII Director - 1 FTE = 40 hrs/week (12 mos) + Benefits 12% of salary + H&W \$12,968	\$135,998.00	15%	\$20,399.70	15%	\$135,998.00	15%	\$20,399.70	15%	\$135,998.00	15%	\$20,399.70	15%
WAIII Disability Specialist - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$12,968	\$98,862.00	12%	\$11,863.44	12%	\$98,862.00	12%	\$11,863.44	12%	\$98,862.00	12%	\$11,863.44	12%
WAIII Disability Specialist - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$12,968	\$95,905.00	10%	\$9,590.50	10%	\$95,905.00	10%	\$9,590.50	10%	\$95,905.00	10%	\$9,590.50	10%
WAIII Disability Specialist - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$17,050	\$100,788.00	10%	\$10,078.80	10%	\$100,788.00	10%	\$10,078.80	10%	\$100,788.00	10%	\$10,078.80	10%
WAIII Counselor/Learning Disabilities Specialist - 1 FTE = 40 hrs/week (10 mos) + Benefits 12% of salary + H&W \$17,685	\$141,689.00	10%	\$14,168.90	10%	\$141,689.00	10%	\$14,168.90	10%	\$141,689.00	10%	\$14,168.90	10%
WAIII Adaptive Technology Specialist - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$24,003	\$104,501.00	10%	\$10,450.10	10%	\$104,501.00	10%	\$10,450.10	10%	\$104,501.00	10%	\$10,450.10	10%
WAIII Administrative Assistant to Director - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$7,285	\$68,764.00	10%	\$6,876.40	10%	\$68,764.00	10%	\$6,876.40	10%	\$68,764.00	10%	\$6,876.40	10%
WAIII Alternate Media Specialist - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$24,003	\$135,536.00	10%	\$13,553.60	10%	\$135,536.00	10%	\$13,553.60	10%	\$135,536.00	10%	\$13,553.60	10%
WAIII Senior Interpreter - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$24,003	\$101,761.00	12%	\$12,211.32	12%	\$101,761.00	12%	\$12,211.32	12%	\$101,761.00	12%	\$12,211.32	12%
WAIII Senior Interpreter - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$17,050	\$91,549.00	10%	\$9,154.90	10%	\$91,549.00	10%	\$9,154.90	10%	\$91,549.00	10%	\$9,154.90	10%
WAIII Senior Interpreter - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$17,685	\$92,184.00	10%	\$9,218.40	10%	\$92,184.00	10%	\$9,218.40	10%	\$92,184.00	10%	\$9,218.40	10%
WAIII Senior Interpreter - 1 FTE = 40 hrs/week (12 mos) + Benefits 21.5% of salary + H&W \$9,173	\$80,609.00	10%	\$8,060.90	10%	\$80,609.00	10%	\$8,060.90	10%	\$80,609.00	10%	\$8,060.90	10%
WAIII Counselor - Overload + Benefits 12% of salary	\$13,738.00	10%	\$1,373.80	10%	\$13,738.00	10%	\$1,373.80	10%	\$13,738.00	10%	\$1,373.80	10%
<b>PERSONNEL Subtotal</b>			\$137,000.76				\$137,000.76				\$137,000.76	
<b>OPERATING EXPENSES</b>												
<b>Operating Subtotal</b>												
<b>Personnel and Operating Subtotal</b>			\$137,000.76				\$137,000.76				\$137,000.76	
Indirect Cost Percentage			12.00%				12.00%				12.00%	
<b>Indirect Cost Total</b>			\$16,440.09				\$16,440.09				\$16,440.09	
<b>TOTAL EXPENDITURES "CERTIFIED"</b>			\$153,441				\$153,441				\$153,441	

## COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET NARRATIVE

### PERSONNEL

#### Benefits statement

All full time personnel staff receives Retirement STRS (0.0825), PERS (0.11442), Workers Compensation (0.0229), Unemployment Insurance (0.0005), Medicare (0.0145) and H&W. All active employees, in paid status, in a monthly-salaried position of half-time or more are eligible for Medicare (0.0145), Workers Compensation (0.0229), and Unemployment Insurance (0.0005). Benefits have been included in the salaries listed on the attached Certified Expenditure Budget and Service Budget. All student workers receive Workers Compensation (0.0229).

The following personnel will be assigned to the cooperative program, with the concurrence of the DOR District Administrator. These personnel will function for a specified portion of their time in a vocational rehabilitation role, and that portion of their time will be certified for use by DOR for General matching purposes (see Cooperative Agency Certified Expenditure Summary). This role will involve the provision of specific vocational rehabilitation services, which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Contract Duties vocational role and their Non-contract role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

#### **WorkAbility III Director**

##### Contract Duties:

Responsible for overall coordination of counseling and support services for DOR consumers participating in Department of Rehabilitation and WorkAbility III program.

##### Specific Job Duties:

- provide overall supervision of WorkAbility III staff and activities
- responsible for program planning and oversight of WAIII records
- liaison with DOR counselors
- attend WorkAbility III related meetings and trainings

##### Non-Contract Duties: Director, Disability Resource Center (DRC)

- responsible for overall coordination of counseling and support services for students with disabilities.
- responsible for staff supervision
- budget development
- maintenance of records
- responsible for compliance of legal mandates

#### **WorkAbility III Disability Specialist**

##### Contract Duties:

Assist with WorkAbility III classes Guidance 47, Guidance 48; job seeking workshops and employment services

##### Specific Job Duties:

- follow-up with DOR counselors for necessary documentation needed.
- refers student to DOR and obtain Referral from DOR
- responsible for maintenance of WorkAbility III records and files

- Provide support as needed to assist WorkAbility III staff.
- assist in overall coordination of support services for DOR consumers;
- responsible for compliance with legal mandates.

Non-contract Duties: Disability Specialist, DRC

- assist in overall coordination of support services for students with disabilities
- maintain records and files
- responsible for compliance with legal mandates
- assist students during priority registration

**WorkAbility III Counselor/Learning Disabilities Specialist**

Contract Duties:

Regularly confer with DOR counselors and WorkAbility III staff to determine progress in training program

Specific Job Duties:

- Provides the assigned DOR counselor a progress note for each consumer served
- Assist in the development and implementation of the IPE by providing a copy of the RCC Student education plan (SEP) to the DOR counselor.
- collaborate with WorkAbility III Job Placement Technician to refer DOR consumer for Employment Services
- facilitate enrollment in work experience classes for the purpose of gaining experience leading to employment.

on-Contract Duties: - Counselor/Learning Disabilities Specialist, DRC

- provides academic counseling and LD testing to eligible students with disabilities.
- provides academic counseling to students with a wide range of disabilities including but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, and physical disabilities, visual impairments, deaf and hard of hearing
- perform intake/screening interviews
- develop educational plans and help students choose appropriate coursework
- interact with college faculty and staff regarding equal access issues

**WorkAbility III Adaptive Technology Specialist**

Contract Duties: Regularly confer with WorkAbility III staff and Job Placement Technician regarding workplace accommodations.

Specific Job Duties:

- provides information to DOR consumers on assistive technology needs in the workplace
- assess and train DOR consumers on use of assistive technology needs in the workplace
- assist DOR consumers with vocational instruction activities through assistive/adaptive computer software

Non-Contract Duties: Adaptive Technology Specialist, DRC

- assess students for computer technology abilities and needs
- assist students with computer needs for academic success
- train students on assistive technology/software



### **WorkAbility III Administrative Assistant to Director**

#### Contract Duties:

Performs secretarial support as needed to compliment duties performed by WorkAbility III staff

#### Specific Job Duties:

- provide clerical support to WorkAbility III program
- assist WorkAbility III staff with arrangement of annual DOR in-service training
- facilitate enrollment of DOR consumers into Guidance 47 and job seeking workshops
- assist WorkAbility III staff with developing and maintaining DOR files for auditing purposes

#### Non-Contract Duties: Administrative Assistant to Director, DRC

- assist Coordinator and perform the full array of secretarial functions
- maintains complete and accurate data to assure compliance with college, state and federal reporting
- assures that reasonable accommodations are provided for eligible students with disabilities

### **WorkAbility III Alternate Media Specialist**

#### Contract Duties:

Acts as alternate media consultant with WorkAbility III staff and DOR counselors

#### Specific Job Duties:

- regularly confer with WorkAbility III staff, DOR counselors and Job Placement Technician on workplace accommodations
- assist DOR consumers with adaptive computer needs and adaptive technology for vocational success
- assist DOR consumers with understanding accommodations needed for the workplace
- assist WorkAbility III staff with staff workshops and in-service training technology/accommodation needs
- assist DOR consumers concerning access to adaptive, assistive and accommodation technology needs related to vocational instruction

#### Non-Contract Duties: Alternate Media Specialist, DRC

- provides supervision of Adaptive Technology Specialist
- oversees adaptive computer lab, equipment and software.
- responsible for educating staff on computer technology needs for student academic success; access, accommodation and issues concerning disabilities.

### **WorkAbility III Senior Interpreter**

Contract Duties: Provide sign language interpreting for DOR/DHH consumers participating in employment services, vocational instruction, and job seeking skills workshop

#### Specific Job Duties:

- Interpret for DOR/DHH consumers participating in vocational instruction activities
- Provide interpreting in job seeking skills workshop
- Provide cultural mediation for job search and workplace purposes
- Address appropriate work behaviors in hearing culture during job readiness assessment
- Provide interpreting services for interviews, informational interviews; and counseling related to WorkAbility III program and DOR procedures and referral process

**Non-Contract duties – Senior Interpreter, DRC**

- Provide sign language interpreting for academic coursework and,
- College sponsored transfer fairs
- Academic counseling meetings
- Monitor essential communication requirements in hearing community

**Overload hours for all positions**

These line items represent hours that the positions will need to work during the periods of time when the positions are normally scheduled to recess. This is necessary to maintain contact with DOR consumers and consistency in service delivery.

**INDIRECT COST**

Based upon a review of accounting records by Riverside Community College District Accountants/Auditors, which includes all direct and indirect costs. This rate is to be applied to all direct costs.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then click on GTC 610.

**EXHIBIT D**  
**(Standard Agreement - Subvention)**

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION & COMPLIANCE**

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

**2. DISPUTES**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities

of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### 4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

#### 5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- B. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less

than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

**The same additional insured designation and endorsement required for general liability is to be provided for this coverage.**

- C. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

**The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

## **6. CONFLICT OF INTEREST**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## **7. CONFIDENTIALITY**

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this Agreement and specifically agrees to comply with the provisions applicable to such information as set

forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [ITSB-ISO@dor.ca.gov](mailto:ITSB-ISO@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  - 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
  - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## 8. AUDIT AND REVIEW REQUIREMENTS

### A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

### B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR Agreement expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section  
Department of Rehabilitation  
721 Capitol Mall, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor's report(s) or nine months following the end of the Contractor's fiscal year. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.



## **9. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

## **10. USE OF SUBCONTRACTOR(S)**

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

## **11. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

## **12. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

## **13. SOFTWARE**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## **14. THEFT SENSITIVE ITEMS**

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Personal Computer
2. Laptop and Notebook
3. IPADS
4. Printers
5. Fax & Photo Copy Machines
6. Netbooks
7. Tablets
8. Smart Phones/Cellular Phones

## EXHIBIT E

### (Standard Agreement - Subvention)

#### ADDITIONAL PROVISIONS – Federally Funded Agreements

##### 1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the Agreement is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

The federal regulations are available for review on the Internet at <http://www.whitehouse.gov/omb/circulars>.

##### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the

Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

### **3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

### **4. PROHIBITION ON TAX DELINQUENCY**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml),  
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

### **5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

## **6. RETURN OF INAPPROPRIATE USE OF FUNDS**

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

**EXHIBIT F**  
**(COOP/Case Services Agreements-Subvention)**

**ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES**

**1. MATCH REQUIREMENTS**

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

## **2. INDIRECT COSTS**

- A. Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this Agreement not to exceed a rate of 15% indirect cost.
- C. Indirect Cost Rate for Certified Expenditure Match: The Contractors "actual" indirect costs may be used to calculate certified expenditures, and not subject to the maximum cap of 15% indirect cost rate as defined in B. above.

## **3. CONTRACT HANDBOOK**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

## **4. DOR'S CONTRACT MONITORING**

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries, if applicable, are received within 120 days after each fiscal year end or no later than November 1 of that year.

- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
  - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
  - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that Agreement staff provide services only to authorized DOR consumers.



**EXHIBIT G**  
**(COOP/Case Services Agreements-Subvention)**

**ADDITIONAL PROVISIONS-CONTRACTOR'S MONITORING & TRANSPORTATION**

**I. CONTRACT MONITORING AND REPORTING**

- Riverside City College will submit Certified invoices and Service invoices monthly, with a cover letter and list of clients served during the period invoiced.
- Riverside City College will submit a monthly report that details the program's progress toward the following contract outcomes for the particular period and cumulatively for the year
- Provide Monthly progress reports to Department of Rehabilitation counselor/team for all participants assigned to project
- Attend and participate in Quarterly Meetings with Department of Rehabilitation
- Monthly meeting with Job Placement Technician/Career Development Specialist/Disability Specialist and Director (as needed) to review progress and brainstorm solutions

**II. TRANSPORTATION OF DOR APPLICANT/CLIENTS**

RCC WAIII will not transport DOR consumers under the terms of this agreement.

## Agenda Item (VI-B-6-c)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Agreement Extension for Licensing of the TurnItIn Anti-plagiarism Software Program with iParadigms, LLC
College/District	District
Funding	General Funds
Recommended Action	It is recommended that the Board of Trustees approve the two-year extension agreement with iParadigms, LLC for a total of \$93,682.12.

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### Background Narrative:

Presented for the Board's review and consideration is an extension agreement with iParadigms, LLC to purchase a two-year license for the TurnItIn anti-plagiarism software program used by online-based and face-to-face instructors at RCCD.

Open Campus began using TurnItIn in support of online-based courses ten years ago, and the use of the program has expanded to approximately 220 instructors including about 60 face-to-face instructors that use the software program to check documents for unoriginal content. The District Academic Senate's Online Advisory group recently conducted a survey regarding the use of TurnItIn and overwhelmingly reaffirmed its continued use.

In past years, Open Campus has contracted with iParadigms, LLC on an annual basis. The price for the current fiscal year is \$38,250. Due to pending price increases, iParadigms, LLC has offered Open Campus an additional discount for a two-year contract through the Community College League of California (CCLC). The cost is \$42,616.40 for the first year, 2014-2015, and \$51,065.72 for the second year, 2015-2016. This represents a savings of \$32,317.88 for the two-year period over the non-discounted annual renewal fee of \$63,000 per year. The term of the extension agreement is for 24 months effective July 1, 2014 through June 30, 2016.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources  
Glen Brady, Director, Distance Education/Open Campus

### Attachments:





**SERVICES PRICING AGREEMENT**

This **Services Pricing Agreement** (“SPA”) is entered into between iParadigms, LLC and Riverside Community College District as of April 11, 2014.

**PRICING:** Institution shall pay a **services fee** (Fee) in the total amount of \$93,682.12 USD, for three Turnitin Campus Licenses (Moreno Valley, Norco, and Riverside) for up to 25,604 total students for the Renewal Term. The Service shall include unlimited submissions of papers, unlimited classes, unlimited Originality Reports and Turnitin with Integration for the Term. Fee shall be paid in two payments, as below:

Payment Number	Payment Due Date*	Payment Amount
1 of 2	July 30, 2014	\$42,616.40
2 of 2	July 30, 2015	\$51,065.72

**RENEWAL TERM:** The term is 24 months, from July 1, 2014 through June 30, 2016.

\*Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

**ACKNOWLEDGED AND AGREED**, as of the Effective Date: \_\_\_\_\_

**IPARADIGMS, LLC**

By: \_\_\_\_\_

Print Name: George Mazzotta

Print Title: Chief Financial Officer

1111 Broadway 3<sup>rd</sup> Fl  
Oakland CA 94607

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

1533 Spruce St  
Riverside CA 92507

## Agenda Item (VI-B-6-d)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Agreement Amendment for Fire Technology Training and Education with the County of Riverside Fire Department
College/District	Moreno Valley
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the attached agreement amendment, from July 1, 2014 through June 30, 2015, for an amount not to exceed \$188,541.00 and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

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### Background Narrative:

Attached for the Board's review and consideration is an amendment to renew an existing agreement between the Riverside Community College District and the Riverside County Fire Department. Riverside County and the Riverside Community College District have, for a number of years, participated in a mutually-beneficial, cooperative arrangement regarding fire technology training and education. The County Fire Department agrees to release one fire department captain to serve as the fire technology operations and logistics coordinator for the Basic Firefighter Academy in the Public Safety Education and Training Center for the term of July 1, 2014 through June 30, 2015.

The District will pay an amount not to exceed the top step fire department captain's salary of \$177,741 annually, in addition to unplanned overtime, not to exceed \$6000 annually and mileage not to exceed \$4,800 annually.

Prepared By: Sandra Mayo, President, Moreno Valley College

### Attachments:

[Agreement Amendment with County of Riverside Fire Department](#)

AMENDMENT TO AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE  
DISTRICT AND THE COUNTY OF RIVERSIDE

This document amends the original agreement between the Riverside Community College District on behalf of Moreno Valley College and the County of Riverside, which was approved by the Board of Trustees on August 17, 2010.

The agreement is hereby amended as follows:

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for one year, followed by a renewal of one additional year if neither party wishes to alter the agreement commencing on July 1, 2014 and terminating on June 30, 2015, unless earlier terminated by either party in a manner set forth herein.

EXHIBIT A – SALARY SCHEDULE FOR FIRE CAPTAIN – TRAINING FY 2014-2015

Salary	\$102,626/year
Benefits	<u>\$ 75,115/year</u>

Total Yearly \$177,741.00

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT on behalf of Moreno Valley College

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Aaron S. Brown, Vice Chancellor,  
Business and Financial Services

By: \_\_\_\_\_  
Jeff Stone  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ORIGINAL

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Backup VI-B-5  
August 17, 2010  
Page 1 of 7

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE  
COUNTY OF RIVERSIDE

THIS AGREEMENT is entered into by and between the County OF RIVERSIDE, on behalf of the Riverside County Fire Department ("County") and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, on behalf of the Moreno Valley College ("College").

ARTICLE 1. PARTIES

1. Riverside County Fire Department (hereinafter "RVC")  
John Hawkins, Fire Chief  
210 W. San Jacinto  
Perris, CA 92570
2. Riverside Community College District (herinafter "RCCD")  
James L. Buysse, Vice Chancellor, Administration and Finance  
4800 Magnolia Avenue  
Riverside, CA 925006-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for two years, followed by a renewal of one year, with an additional renewal of one year if neither party wishes to alter the agreement commencing on August 18, 2010 and terminating on June 30, 2014, unless earlier terminated by either party in the manner set forth herein.

Section 2.02. RVC or RCCD may terminate this Agreement, without cause, upon one hundred and eighty days (180) days written notice to the other party.

Section 2.03. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by RCCD. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and RCCD shall be relieved of any further obligation.

Section 2.04. In the event the parties intend to renew this agreement at the end of the term for another two year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, not to exceed six (6) months, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

MAR 15 2011 3.29

### ARTICLE 3. SCOPE OF SERVICE

Section 3.01. County agrees to release one Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for RCCD's Basic Firefighter Academy in the Public Safety Education and Training Department.

Section 3.02. The Operations and Logistics Coordinator shall meet the minimum qualifications of the State-wide Academic Senate of California Community Colleges or equivalent to teach career and technical education courses in Fire Technology.

Section 3.03. The Operations and Logistics Coordinator shall serve as teacher-counselor and advisor to students enrolled in courses;

Section 3.03. The Operation and Logistics Coordinator shall establish and maintain close liaison between the District and participating agencies;

Section 3.04. The Operation and Logistics Coordinator shall coordinate instructor assignments for the Riverside County Fire co-sponsored courses, other District academic courses, and participate in the evaluation of faculty.

Section 3.05. The Operation and Logistics Coordinator shall coordinate course schedules with instructors and participating agencies; and coordinate facility and equipment use.

Section 3.06. It is understood that this position will be committed to District on a priority basis (based on the current County Fire Department scheduling pattern for a "Training Captain") for the term of this agreement and subject to the conditions cited herein. It is further understood that in the event that the Fire Department Captain is given a County/State Fire related assignment, the County agrees to compensate for this assignment.

### ARTICLE 4. PAYMENT AND COMPENSATION

Section 4.01. RCCD shall reimburse County for rendering services pursuant to this agreement.

Section 4.02. The cost of reimbursement shall be established by RCCD and approved by the County Board of Supervisors for the services of a Fire Captain, and a mileage rate for any costs incurred through the use of County vehicles specifically for RCCD business and to be turned in to the Director, who is responsible for the Fire Technology/Fire Academy Program on a quarterly basis.

Section 4.03. Total cost to RCCD shall not exceed the top step Fire Department Captain salary, which includes benefits (see attached Exhibit A).



Section 4.04. Unplanned overtime shall not exceed \$6,000.00 per year, and mileage shall not exceed \$4,800.00 per year. Mileage specifically excludes commute from residence to assignment location.

Section 4.05. Both overtime and mileage reimbursement must be specifically for RCCD's business and is subject to periodic review.

Section 4.06. Payment for services will be rendered upon receipt of an invoice by RCCD from County on a quarterly basis.

Section 4.07. It is mutually agreed that RCCD will reimburse the Fire Technology Operations and Logistics Coordinator directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of RCCD as deemed appropriate by and upon advance written approval of the Director, who is responsible for the Fire Technology/Fire Academy Program for the term of this Agreement.

#### ARTICLE 5. COUNTY FUNDED EMPLOYEE

Section 5.01. The assigned County-funded employee shall remain a County-funded employee on special assignment to the RCCD for the purposes set forth in this Agreement, and shall not be considered an employee of RCCD. The relationship of the County to the RCCD shall be that of an independent contractor.

#### ARTICLE 6. AGREEMENT ADMINISTRATION

Section 6.01. The Fire Chief shall administer this Agreement on behalf of the County of Riverside.

Section 6.02. RCCD's Dean of Public Safety Education and Training, and Director, who is responsible for the Fire Technology/Fire Academy Program for Moreno Valley College at the Ben Clark Training Center shall administer this Agreement on behalf of the District.

#### ARTICLE 7. VACATION AND HOLIDAY TIME

Section 7.01. Vacation time that has been approved by the Fire Chief or designee may be taken with reasonable notice to the Director, who is responsible for Fire Technology/Fire Academy, but shall not conflict with the development of presentation of the Fire Technology course schedule or Fire Academy.

Section 7.02. Because RCCD and County holidays may not correspond, holiday time off will be taken in accordance with the County policy. If County holidays exceed RCCD's holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Director, but shall not conflict with the development or presentation of the Fire Technology course schedule.

## ARTICLE 8. REVIEW AND SUPERVISION

Section 8.01. The Fire Chief (or designee) shall supervise the Fire Technology Operations and Logistics Coordinator. This supervision will be coordinated with RCCD's Director of Fire Technology/Fire Academy Program and the office of RCCD's Dean of Public Safety Education and Training at the Ben Clark Training Center.

## ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

Section 9.01 Indemnification by RCCD. RCCD shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of RCCD, its officers, agents, employees, subcontractors, independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on the County by the provisions of California Government Code Section 895.2, and RCCD shall defend at its expense, including attorney fees, County its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Section 9.02 Indemnification by County. County shall indemnify and hold RCCD, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed of RCCD by the provisions of California Government Code 895.2, and County shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

## ARTICLE 10. ALTERATION OF TERMS

Section 10.01. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

## ARTICLE 11. NON-DISCRIMINATION

Section 11.01. The parties will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to

race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

#### ARTICLE 12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:  
John Hawkins, Fire Chief  
210 W. San Jacinto  
Perris, CA 92570

RCCD:  
James L. Buysse, Vice Chancellor,  
Administration and Finance  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Notices may also be served to other addresses as from time to time designated by the respective parties. An information copy of any notice to County shall be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, CA 92501

Riverside Community College District  
Cordell A. Briggs, Dean  
Public Safety Education and Training  
Moreno Valley College at the  
Ben Clark Training Center  
16791 Davis Avenue, Ste. 200c  
Riverside, CA 92518-1514

#### ARTICLE 13. GOVERNING LAW

Section 13.01. This Agreement will be governed by and construed by in accordance with the laws of the State of California and the venue of any action or proceedings in connection herewith shall be the County of Riverside.


#### ARTICLE 14. ENTIRE AGREEMENT

Section 14.01. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

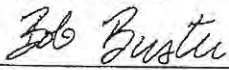
RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: 12/8/10

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

COUNTY OF RIVERSIDE

Dated: MAR 15 2011

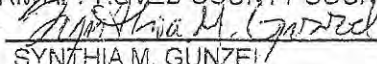
By:   
Chairman, Board of Supervisors  
**BOB BUSTER**

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  3/23/11  
SYNTHIA M. GUNZEL DATE

MAR 15 2011 3:29

EXHIBIT A

Agreement between Riverside Community College District  
and the County of Riverside

Re: Fire Technology Operations & Logistics Coordinator

Salary Schedule for Fire Captain-Training FY 2010-2011

Salary	\$99,709.00/year
Benefits	<u>\$59,801.00/year</u>

Total Yearly ~~\$159,510.00~~

## Agenda Item (VI-B-6-e)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-e)
Subject	Agreement for 2014-2015 Managed IT Services between Acorn Technology Corporation and Riverside Community College District
College/District	District
Funding	General Funds
Recommended Action	Recommend approving the Agreement with Acorn Technology Corporation in the amount of \$11,599.50.

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### Background Narrative:

Presented for the Board's review and consideration is an agreement with Acorn Technology Corporation for Managed Information Technology Services for the period July 1, 2014 through June 30, 2015 in the amount of \$11,599.50. Acorn Technology Corporation will provide monitoring, maintenance, internet connectivity and support of internet servers for the District's Educational Services and Open Campus located at the Riverside County Collaboration Center.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Glen Brady, Director, Distance Education/Open Campus

### Attachments:

[Agreement for Managed IT Services 6 6 14](#)



www.acorntechcorp.com

Acorn Technology Corporation  
 1960 Chicago Ave. Ste. E-9, Riverside CA, 92507  
 Phone: 951.784.3500 Fax: 951.320.7066

## MANAGED IT SALES ORDER AGREEMENT

### Customer Information

<b>Company:</b> Riverside Community College District	<b>Billing Information</b> <input checked="" type="checkbox"/> Same as Company
<b>Street Address:</b> 4800 Magnolia Ave	<b>Street Address:</b>
<b>City, State, Zip:</b> Riverside, CA 92506	<b>City, State, Zip:</b>
<b>Telephone:</b> (951) 222-8000 x8360	<b>Telephone:</b>
<b>Fax No.:</b> (951) 682-1055	<b>Fax No.:</b>
<b>Contact:</b> Mark Knight, Information Architect	<b>Billing Contact:</b>
<b>Cell Phone:</b>	<b>Telephone:</b>
<b>Email:</b> <a href="mailto:mark.knight@rcc.edu">mark.knight@rcc.edu</a>	<b>Email:</b>
<b>Technical Contact:</b> Mark Knight, Information Architect	<b>Representative:</b> Mickey McGuire
<b>Telephone:</b> (951) 222-8000 x8630	<b>Telephone:</b> (951) 784-3500
<b>Email:</b> <a href="mailto:mark.knight@rcc.edu">mark.knight@rcc.edu</a>	<b>Email:</b> <a href="mailto:mmcguire@acorntechcorp.com">mmcguire@acorntechcorp.com</a>

### Managed Information Technology Services Provided

<b>Network IT Services</b> <input type="checkbox"/> Network Design & Implementation <input type="checkbox"/> Network Evaluation <input checked="" type="checkbox"/> Network Administration - 6 Servers <input type="checkbox"/> Data Backup - 0GB <input checked="" type="checkbox"/> Managed Firewall - 2 Firewall <input type="checkbox"/> Virtual Private Network - 0 VPN <input type="checkbox"/> Software Development <input checked="" type="checkbox"/> Other, See Proposal Attached	<b>Broadband</b> Digital Subscriber Line Connectivity Provider: _____ Connectivity <input type="checkbox"/> 1.0 Mbps <input type="checkbox"/> 2.0 Mbps <input checked="" type="checkbox"/> 3.0 Mbps T1 <input type="checkbox"/> Full 1.5 Mbps <input type="checkbox"/> Partial _____ <b>Email and Web Hosting</b> <input type="checkbox"/> Domain Registration <input type="checkbox"/> Email (POP3) <input type="checkbox"/> Microsoft Exchange <input type="checkbox"/> Web Hosting <input type="checkbox"/> Bronze <input type="checkbox"/> Silver <input type="checkbox"/> Gold <input type="checkbox"/> Platinum
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### Terms of Agreement

<input checked="" type="checkbox"/> See Attached Proposal and Master Service Agreement for Additional Terms	<input checked="" type="checkbox"/> 1 Year Term <input type="checkbox"/> 2 Year Term <input type="checkbox"/> 3 Year Term
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### Summary of Charges

Non Recurring Charges (NRC)		Yearly Recurring Charges (YRC)	
Installation Fee:	\$ 75/hr	Yearly Services Charge:	\$ 11,599.50
Equipment Charges:	\$ -	Additional Charges:	\$ -
<b>TOTAL NRC:</b>	<b>\$ -</b>	<b>TOTAL YRC:</b>	<b>\$ 11,599.50</b>

### Customer Acknowledgement

I acknowledge that I have read the attached terms and conditions of services and agree to abide by their requirements.

I understand that a Right of Entry agreement may still need to be negotiated, a credit check performed, a network pre-qualification survey conducted, and the building made ready to receive Managed IT Services prior to service being available to me.

Customer Acceptance		Acorn Technology Acceptance	
<b>Name/Title:</b>	Aaron Brown, Vice Chancellor, Business & Financial Svcs	<b>Name/Title:</b>	Donald H. Dye, CEO
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	



**ACORN TECHNOLOGY CORPORATION  
MANAGED INFORMATION TECHNOLOGY SERVICES (“MITS”)  
PROPOSAL AND MASTER SERVICE AGREEMENT**

**SECTION I – INTRODUCTION**

**Riverside Community College District ("Customer")** is requesting a formal proposal for Managed Information Technology Services (“MITS”) from **Acorn Technology Corporation (“Acorn”)**.

**A. Spirit Of This Agreement**

Pursuant to the quote, Acorn will be responsible for cataloging, tracking, maintaining and supporting approximately 6 servers located at the customer’s site or within the customer’s cabinet within the Riverside County’s data center at 1960 Chicago Ave. Suite F-1, Riverside, CA 92507.

**Customer Contact Information:**

**Primary:** Mark Knight  
Information Architect

Tel: (951) 222-8000 x8360  
Email: mark.knight@rcc.edu

**Customer Contact Information:**

Mark Knight, Information Architect  
4800 Magnolia Ave.  
Riverside, CA 92506

Tel: (951) 222-8000 x8360  
Fax: (951) 682-1055

For purposes of this document, all of Customer’s technology needs will be referred to as “**the Systems.**” Acorn will seek to understand Customer’s core business, promote Customer’s vision, and cooperatively facilitate the initiatives of Customer’s management. As such, Acorn will be considered a technology partner of Customer.

**B. Working Relationship**

Acorn will take responsibility for creating and helping to maintain a reliable and trouble free environment for the Systems as is reasonably possible (maximum availability, maximum uptime), to provide excellent responsiveness and service as outlined in this document, and to work as a member of Customer’s “team”. This document serves to clarify specific details of this relationship, what is, and what is not included under the terms of this relationship, and to clarify pricing and other details that will be expected of the Parties as they move forward.

**C. Purchase Order**

This document, when completed by Acorn and accepted by Customer, will become a legally binding agreement on the Parties, and will serve as a formal Purchase Order for the goods and services herein. This proposal is subject to the Terms and Conditions attached hereto and incorporated herein by reference.





**SECTION II - SPECIFICATIONS AND SCOPE OF WORK**

Acorn hereby provides a quotation for the supply and installation of the hardware, software, deployment services, and other implementation requirements listed below, including the response times, and other factors requested by Customer. In quoting the items below, Acorn also agrees to assist in maintaining, forward planning, and administering Customer’s IT (Information Technology) environment as requested, as well as make ongoing recommendations for the improvement, upkeep, and increased functionality. Acorn agrees to work cooperatively with existing equipment, supply sources, in-house staff and current outside consultants. Acorn’s role is primarily that of a knowledge consultant and on-site technician, and secondarily that of supplier.

**SECTION III – CUSTOMER’S PROPOSED EQUIPMENT PURCHASE**

The System is currently configured with the following equipment and software:

#	Computer	Type	Description	OS	Recommended Action
1	Proliant DL380	SRV	Backup VM Server	ESXi	Customer to replace with new Dell R320
2	Proliant DL380	SRV	VM Host Server	ESXi	
3	Academic	VM	(4) GB of RAM and 51/120GB of Hard Drive Used.	RedHat Enterprise 4AS	Customer to consolidate w/ applicable server
4	Application	VM	(4) GB of RAM 17/29GB of Hard Drive Used.	RedHat Enterprise 4AS	
5	Database	VM	(4) GB of RAM and 15/50 of Hard Drive Used.	CentOS 6.5	

**ADDITIONAL HARDWARE:** Data Center Cabinet: (2) SonicWall TZ 210.

**SOFTWARE:** Apache Tomcat, VSFTPD, MySQL, and ESXi

*All Media for current software MUST be provided to Acorn to ensure proper licensing and may be used for reinstallation after reformatting. Additionally, all subscription base software will need to be renewed on or before expiration. This would be applicable for programs like antivirus or industry specific software that requires maintenance.*

**SECTION IV - SERVICE LEVEL AGREEMENT**

Acorn agrees to provide the goods and services outlined below within the scope and spirit of this agreement. Within the spirit of this agreement, Customer expects Acorn to strive to improve the Systems and to work collaboratively with Customer to grow and improve Customer’s business processes.



**A. Documentation**

Whether or not it is specifically addressed below, Acorn will provide and maintain complete documentation for all work undertaken and provide this documentation in electronic form unless otherwise noted.

**B. Number of Users/Devices**

Acorn shall provide complete ongoing technical assistance and system management on the following:

- \_\_\_ 0 \_\_\_ Desktop Computers
- \_\_\_ 0 \_\_\_ Laptop Computers
- \_\_\_ 6 \_\_\_ Servers
  - \_\_\_ 2 \_\_\_ Physical
  - \_\_\_ 4 \_\_\_ Virtual
- \_\_\_ 1 \_\_\_ LAN Infrastructure
- \_\_\_ 0 \_\_\_ SAN Unit
- \_\_\_ 2 \_\_\_ Firewall/Router
- \_\_\_ 0 \_\_\_ Wireless Access Points
- \_\_\_ 0 \_\_\_ Switch
- \_\_\_ 0 \_\_\_ Virtual Private Network (VPN)

**C. General Maintenance and Upkeep**

For all servers covered by this quotation, and any subsequent computers added to the System, Acorn will create and maintain the following systems, and perform the following activities per the following schedule:

**1. Apply Operating System Update Patches**

Customer may use some software that may be negatively affected by Operating System updates. Acorn shall evaluate the updates and if performance is acceptable, shall roll out patches across servers. Roll out should occur within two weeks of the release of an update.

**2. Software Updates**

Acorn shall perform all minor software updates in conjunction with customer request and approval.

**3. Software Upgrades**

As requested by the customer, Acorn shall evaluate, provide recommendations and perform all software upgrades in conjunction with customer approval. These upgrades may incur additional charges and all quotes will be provided to the customer prior to the work being performed for customer approval.

**4. Firewall Administration (opening/closing ports)**

Acorn to provide firewall administration including but not limited to, port management, security monitoring, and system logging. Additional charges may apply for other requested firewall management functions, such as VPN configuration and management.



## **5. Network Monitoring**

Acorn maintains a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Customer Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that Customer's connectivity, latency and usage are within expected and acceptable tolerances. Additional monitoring functions are listed below and are dependent on sufficient customer hardware to perform these functions.

### **a. Disk Space Monitoring**

Acorn shall provide monitoring of disk space for all server hard drives. Acorn will notify the customer if free disk space is equal to or less than 10% of total disk space available.

### **b. RAID Monitoring**

Depending on the capability of the RAID card, Acorn will monitor the customer's RAID card to ensure it proper functionality. If the RAID card fails, Acorn will notify the customer of such failure along with recommended actions.

### **c. Centralized System Logging**

Acorn to provide centralized system logging that will ship log files to separate Acorn hardware for further review and analysis as necessary.

### **d. Service Monitoring**

Acorn will monitor internet facing services that are running on the customer servers. If any services cease to operate, Acorn will troubleshoot the issue and make best efforts to restart the appropriate services. If Acorn is unable to resolve the issue, Acorn will notify the customer with recommendations.

### **e. Bandwidth Monitoring**

Acorn shall perform bandwidth monitoring services to ensure connectivity uptime as well as proper bandwidth utilization. The customer will need to provide Acorn with the parameters that are acceptable and at what points the customers wants to be notified.

## **6. Connectivity**

### **a. Bandwidth**

Acorn shall provide 3.0 Mbps of bandwidth with burstability to 100 Mbps billed on the 95<sup>th</sup> percentile billing system. Standard usage will be billed at \$100/Mbps and overages will be charged at \$125/Mbps.

### **b. IP Addresses**

Acorn shall provide thirty-five (35) static, public routable IP addresses for customer to use within their network. These IP addresses will be billed at \$1.00 per IP address per month.



**c. Fiber Cross-Connects**

Acorn shall provide two fiber cross-connects from customer’s cabinet within the Riverside County DataCenter to the customer’s office located at 1960 Chicago Ave Suite C3, Riverside, CA 92506. These cross-connects will be billed at a rate of \$125 each per month.

*Customer will receive a 50% educational discount for the connectivity services described above.*

**D. General Support**

**1. Overall Response Schedule**

Acorn shall be prepared to provide ongoing support for Customer’s System implementation and maintenance, including remote access, telephone, and on-site help when necessary, per the following schedule:

**a. Telephone callback:**

Business Hours M-F (9am-4pm)	30	minutes
All other times	60	minutes

**b. Remote access assistance from qualified technician logging into network, computer or server:**

Business Hours M-F 9am-4pm	30	minutes
All other times	60	minutes

**c. On-Site Service from time of first contact:**

Business Hours M-F (9am-4pm)	4	hours
After Hours M-F (4pm-11pm)	6	hours
After Hours M-F (6am-9am)	6	hours
Weekend & Holiday (6am-11pm)	6	hours
All other times	As Available	

**2. Scope**

Acorn will be expected to provide competent managed support and technical help on all aspects of Windows Networking, including, but not limited to, Hardware, Software, Servers, and Peripheral Equipment, and to assist Customer and its staff in day-to-day maintenance and administration of its IT/IS environment.



## SECTION V – HARDWARE, SOFTWARE, AND INFRASTRUCTURE

Acorn submits the following list of items that Customer must acquire in order to upgrade its System to meet minimum requirements of functionality.

### Hardware/Software:

All hardware and software licensing is provided by the Customer.

## SECTION VI - FORMAL QUOTATION

Based on sections I, II, III, IV and V of this document and subject to the Terms and Conditions attached hereto and incorporated by reference, Acorn submits the following pricing for Customer's consideration:

### A. Nonrecurring Charges ("NRC") For Hardware, Software and Infrastructure

For the items described in Section V \$ 000.00

### B. NRC For Installation and Set Up List Price

1. Initial Set up: \$ 75.00/hr

a. For re-establishing data backup/monitoring of the NAS device and the new backup host

### C. Yearly Recurring Charges ("YRC")

A. One Year: \$ 11599.50<sup>1</sup>

### D. Flat Rate Charges for Other Services

1. Reformat of Redeployed Computers: \$ 400.00

2. Deployment of New Computers: \$ 200.00

3. Deployment of New Servers: \$ 600.00

4. Installation of New VPN: \$ 75.00

5. Incremental Increase in MRC per Computer: \$ 75.00

6. Incremental Increase in MRC per Server: \$ 250.00

7. Incremental Increase in MRC per VPN: \$ 50.00

<sup>1</sup> The yearly, charge of \$11,599.50 represents a 5% discount off of the monthly fee of \$1,017.50 for advance payment for one year of service charges. The total amount due with the applied discount would be \$11,599.50. This payment must be received no later than July 31<sup>st</sup>, 2014 in order to receive the discount.



Acorn is pleased to submit this Proposal and, if accepted by Customer, agrees to be bound by its terms.

**Acorn Technology Corporation**  
**1960 Chicago Ave Suite E9**  
**Riverside, CA 92507**

By: \_\_\_\_\_  
Donald H. Dye  
President & CEO

Date: \_\_\_\_\_

On behalf of Customer, I accept the above Proposal. I acknowledge that my signature below indicates that I have read this entire document, understand it, and have the authority to enter into an agreement for Customer. Customer requests a \_\_\_\_\_ Year contract.

Customer:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## TERMS AND CONDITIONS

### 1. **Services:**

Acorn Technology Corporation ("Acorn") hereby agrees to provide Customer the services ("Service") described by the attached Proposal and Master Service Agreement ("Agreement"), and will be subject to the terms and conditions set forth in this Agreement. Customer agrees to abide by the terms and conditions of this Agreement and to pay the non-recurring charges ("NRC") and the yearly recurring charges ("YRC") set forth in the Agreement ("Service Fee"), and as adjusted from time to time in accordance with the terms hereof.

### 2. **Equipment and Facilities:**

a. Customer acknowledges that, in order to provide the Service, Acorn will need to install/maintain/service the devices set forth in Section IV. B., and certain other equipment, including but not limited to cabling ("Equipment"), and will need access from time to time to the premises where the Systems are located ("Premises"). If the property on which the Premises are located is owned by a third party, this Agreement shall be expressly contingent upon Acorn obtaining a right of entry onto said property.

b. Customer will use reasonable care to avoid causing any damage to the Equipment, and will promptly notify Acorn of any damage to the Equipment located at the Premises of which Customer becomes aware, and of any circumstance that in Customer's judgment poses a threat to the Equipment installed at the Premises. Customer will notify Acorn should there be any need to relocate, repair, or modify the Equipment. Acorn's standard rate of \$75.00 per hour will be charged to correct or repair Equipment that has been damaged as the result of Customer's actions.

### 3. **Installation:**

Acorn will use reasonable efforts to cause the installation of the Equipment, taking into account Customer's needs, the time necessary to procure any of the Equipment and Acorn's prior commitments, as soon as reasonably possible after the execution of this Agreement. Normally, installation should be complete within four (4) weeks after the execution of the Agreement. Upon completion of installation and testing, Acorn will notify Customer that installation is complete and will commence provision of the Service. The date the Service commences shall be the Service Commencement Date.

### 4. **Term:**

The term of this Agreement shall commence on the Service Commencement Date and shall continue for the period set forth in the Agreement ("Initial Term"). After expiration, this Agreement shall automatically renew on a month to month basis ("Renewal Term"). At any time during the Renewal Term, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

### 5. **Payment:**

a. Upon the execution of this Agreement, Customer agrees to pay all of the NRC set forth in Section VI. A. and 50% of the NRC set forth in Section VI. B. of the Agreement. The remaining 50% of the NRC set forth in Section VI. B. shall be paid upon the Service Commencement Date.



b. Customer agrees to pay the Service Fee. The Service Fee will accrue beginning on the Service Commencement Date and will be billed yearly in advance and is due upon receipt of invoice unless otherwise specified.

c. Interest will accrue on past-due balances at the lower of one and a half percent (1.5%) per month or the highest rate permitted by applicable law.

## **6. Warranty and Limitations:**

a. Acorn will use reasonable efforts to assure that the Service meets the specifications set forth in the Agreement. If Customer believes that there is a failure of the Service to meet the specifications, Acorn will meet with Customer to develop a plan of corrective action and/or make an adjustment to the Service Fee (“Corrective Action”).

b. The Corrective Action shall be Customer’s sole remedy in the event of any failure of the Service to meet the specifications. The total amount of credit that will be extended to Customer as a result of Acorn’s failure to provide the Service shall be limited to one hundred percent (100%) of one twelfth (1/12) of the year’s recurring charges and shall be limited to a total of three twelfths (3/12) years’ recurring charges in any continuous twelve (12) month period.

c. Except as set forth in section 6.a. and 6.b., Acorn makes no warranties to Customer with respect to the Service, expressed or implied. Acorn hereby expressly disclaims all warranties of merchantability or fitness for a particular purpose.

d. Any equipment purchased by Customer through Acorn will be covered by warranties, if any, provided by the manufacturer and Acorn makes no warranties to Customer with regard to equipment.

## **7. Limitation of Liability:**

In no event shall Acorn, its agents, or employees be liable to Customer for any damage to Customer’s hardware, software, data base, lost data, lost profits, costs of procurement of substitute products or services, or any consequential, incidental, indirect or special damages, however caused and on any theory of liability (excluding willful misconduct) arising out of this agreement or the services and products provided hereunder, even if Acorn has been informed of the possibility of such damages. Customer acknowledges and agrees that the amounts payable hereunder by Customer are based in part upon these limitations, and further agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **8. Termination:**

a. If either party defaults in the performance of any material provision of this Agreement, other than as set forth in section 8.b., then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within thirty (30) days the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during the thirty (30) day period, then the Agreement shall automatically terminate at the end of that period. In the event Acorn terminates this Agreement as a result of any default by Customer, Customer shall pay as damages the sum of all remaining Service Fees (as well as any past due balances) due under the balance of the Agreement.





b. In the event of a payment default by Customer, Acorn may terminate this Agreement fifteen (15) days after giving notice of termination to Customer if such payment default is not cured during such fifteen (15) day notice period. In the event Acorn reaches the limit of liability set forth in section 6.b., Customer may terminate this Agreement upon thirty (30) days notice.

c. Either party may terminate this Agreement for its convenience at any time during the Initial Term by providing thirty (30) days written notice to the other party. If Customer terminates this Agreement for its convenience or due to non-appropriation of funds, Customer shall pay, as consideration, the sum of all remaining Service Fees (as well as any past due balances) due under the balance of the Agreement.

## **9. Force Majeure:**

Customer acknowledges that Acorn's ability to provide the Service may be impacted by events or actions outside Acorn's control, including, without limitation, acts of God, floods, fires, hurricanes, earthquakes, acts of war, labor actions, failure of third-party suppliers, and changes in applicable laws and regulations (Force Majeure). Acorn shall not be responsible to Customer for any failure to provide the Service due to a Force Majeure.

## **10. Indemnification:**

Acorn and Customer will each indemnify (the "Indemnifying Party"), defend and hold the other (the "Indemnified Party") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the Indemnified Party or its Trustees, officers, agents, employees, or affiliates for any intellectual property infringement, property damage, personal injury or death, or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services of this Agreement. The obligations to indemnify and hold harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

## **11. Connectivity:**

Customer acknowledges that in order for Acorn to provide the Service contemplated hereunder, Customer will arrange for the provision of high speed, broadband, quality connectivity to the Internet. If Customer desires, Acorn will assist in identifying sources for Internet connectivity, however, unless agreed to otherwise, in writing, connectivity to the Internet shall be the responsibility of Customer and failure to do so shall relieve Acorn, at its option, of any obligation to provide the Service.

## **12. Cabling:**

Customer acknowledges that in order for Acorn to provide the Service contemplated hereunder, that cabling within Customer's premises connecting the equipment to be installed and maintained by Acorn to each other and the Internet must be provided. Unless otherwise agreed to, in writing, it shall be Customer's responsibility to arrange for the provision of cabling of sufficient quality and quantity to meet Acorn's needs. If Customer desires, Acorn will arrange for the installation and/or repair of required cabling for a fee to be



agreed upon by the parties. If no separate fee is set forth in the Agreement, it is agreed that Customer shall be responsible for the cabling and that it is not included in the NRC.

**13. Miscellaneous:**

**a.** All notices provided for by this Agreement shall be made in writing by delivering personally or by mailing of such notice to the parties hereto, postage prepaid, and addressed (if to Acorn) to the address for Acorn set forth above or subsequently provided to Customer; and (if to Customer) Customer Address set forth in the Agreement. Notice shall be deemed given upon delivery, if delivered personally; four (4) days after being deposited in the U.S. Mail as first-class or priority mail; or one (1) business day after depositing with a nationally recognized overnight delivery service or U.S. Express Mail.

**b.** This Agreement may be executed under one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**c.** Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to each jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereto or affecting the validity or enforceability of such provision in any other jurisdiction.

**d.** This Agreement shall be binding upon and is intended to for the benefit of the parties and their respective successors and assigns, except that Customer shall not have the right to assign or otherwise transfer its rights hereunder or any interest therein without the prior written consent of Acorn.

**e.** All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law, knowledgeable in the area of the dispute. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction. Under no circumstances will the arbitrator be authorized to award punitive damages. The arbitration will be held in Riverside, California, unless mutually agreed to by the parties.

**f.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the party's hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts of Riverside County, California.

**g.** This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and collateral materials concerning or in any way related to the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

## Agenda Item (VI-B-6-f)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-f)
Subject	Agreement for 2014-2015 to provide Data Center Colocation Services between the County of Riverside and Riverside Community College District
College/District	District
Funding	General Funds
Recommended Action	It is recommended that the Board of Trustees approve the Agreement with the County of Riverside in the amount of \$5,163.84.

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### Background Narrative:

Presented for the Board's review and consideration is the Agreement with the County of Riverside to provide data center colocation services within their Riverside County Collaboration Center to Riverside Community College District's Open Campus and Educational Services for the purpose of hosting internet servers and network equipment. The term of the agreement is from July 1, 2014 through June 30, 2015 for the amount of \$5,163.84.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Glen Brady, Director, Distance Education/Open Campus

### Attachments:

[Data Center License Agreement 6 6 14](#)

## **DATA CENTER LICENSE AGREEMENT**

This LICENSE AGREEMENT (“**License**”) is made June 17, 2014, by and between the **County of Riverside**, a political subdivision of the State of California (hereinafter referred to as “**County**”) and **Riverside Community College District** (hereinafter referred to as “**Licensee**”). County and Licensee may be referred to collectively herein as “the Parties.”

### **1. PREMISES**

County leases to Licensee a portion of that certain property known as the **Riverside County Collaboration Center**, or **RC3** (the “**Data Center**”), containing rentable square feet, hereinafter referred to as “**Premises**,” described in Exhibit “A,” which exhibit is attached hereto and by reference made a part hereof.

The Premises also includes non-exclusive use of common areas, including County’s washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to Licensee’s Premises.

### **2. LIMITATION OF OCCUPANCY**

Licensee acknowledges that Licensee has conducted a complete and adequate investigation of the Premises and that Licensee has accepted the Premises in its “as is” condition, subject to the County’s covenants contained herein.

### **3. USE**

Licensee’s use of the Premises shall be limited to installation, operation, and maintenance of data and network services equipment for **Riverside Community College District**. Licensee agrees not to use the Premises for any other purpose nor to engage in or permit any other activity on, within or from the Premises. Licensee agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, or to commit or permit to be committed any waste within the Premises.

- A. The Data Center is a secure facility and access to the Premises is possible via key or security badge. The County shall issue to Licensee all necessary keys or security badges and retains the right to limit the number of keys or security badges issued and approve/disapprove issuance of badges to individuals.
- B. Temporary Closure: Licensee acknowledges that the County may need to temporarily shut down the Data Center and its systems for unexpected repairs. County shall provide Licensee with written notification should a shut down become necessary unless an emergency circumstance prevents such notification.
- C. The operation of Licensee’s data and network services equipment may require an unspecified number of telephone, data, and internet access lines. Licensee shall be responsible for all costs associated with the installation of all telephone, data, and internet access lines on the Premises.

D. COUNTY APPROVAL OF COLOCATION CLIENT TENANCY: Licensee must receive prior written review and approval from County of any sublicense to Licensee clients. County strictly prohibits firms that engage in unlawful or illegal business or support companies and nations that have been placed on Federal or State watch lists, or have covenant restrictions, tariffs, and/or liens which prohibit being located on County's property.

**4. TERM**

The term of this License shall be **one (1)** year commencing July 1, 2014 ("Commencement Date") and ending on June 30, 2015, unless terminated earlier in accordance with the terms of this License.

**5. OPTION TO TERMINATE LICENSE**

County or Licensee shall have the option to terminate this License at any time after the first one-hundred-eighty (180) days by giving the other party at least sixty (30) days prior written notice.

**6. RENT**

Licensee agrees to pay the following monthly rent in accordance with the schedule below, which shall be payable monthly in arrears on the first day of each month so long as tenancy continues. In the event the obligation to pay rent terminates on some date other than the last day of the month, the rent shall be prorated to reflect the actual period of tenancy and shall be paid on the first day of the following month.

Months	Rental per Rack Unit (RU)	Licensee Units (RU)	Rental per Sq Ft	Licensee Units (SQFT)	Monthly Rental
	53.79	8	<del>17.93</del>	0	430.32

The rental rates may be changed by the Board of Supervisors twelve (12) months after the Commencement Date of this License. Licensee has sixty (60) days from being notified of the new rate to terminate this License with 30 days prior written notice to the County. Should Licensee not give said notice, Licensee is deemed to have agreed to the new rate, which shall become effective on the date provided in the notice from County.

**7. CONSTRUCTION AND/OR ALTERATION BY LICENSEE**

A. County's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the County Chief Information Officer (CIO) or his/her designee. Notwithstanding the foregoing, Licensee shall submit its initial space plan for the County CIO's approval prior to Licensee's occupancy. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the CIO or his/her designee as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

- B. Strict Compliance with Plans and Specifications. All improvements constructed by Licensee within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by the Manager of CEO/IT.

## **8. OWNERSHIP OF IMPROVEMENTS AND EQUIPMENT**

- A. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Premises by Licensee must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at County's option shall become the property of County at the expiration of this License or upon earlier termination hereof. County retains the right to require Licensee, at Licensee's cost, to remove any or all Licensee improvements located within the Premises at the expiration or termination hereof.
- B. Any equipment placed within the Premises by Licensee or a Licensee sublicensee, not wholly owned by Licensee or a Licensee sublicensee shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity, to enter the Premises to remove said equipment. Licensee shall include in any sublease a requirement for any sublicensee to comply with this clause.

## **9. UTILITIES**

County shall be responsible for and pay utility services supplied to the Premises.

## **10. MAINTENANCE OBLIGATIONS OF LICENSEE**

Licensee, at Licensee's sole cost, agrees to maintain the Premises and all furnishings and equipment, if applicable, and improvements constructed thereon in good order and repair, and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Failure of Licensee to properly maintain and repair the Premises shall constitute a breach of the terms of this License.

## **11. MAINTENANCE OBLIGATIONS OF COUNTY**

County shall repair and maintain the interior/exterior walls; floor; ceilings; plumbing systems; heating and air-conditioning systems; fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; County-owned doors and locks; gas lines; and electric lines within the Premises. County shall provide janitorial services and supplies to the extent that such services are typically provided to County offices surrounding the Premises.

## **12. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS**

In the event of damage to or destruction of County-constructed or installed improvements, equipment or fixtures located within the Premises or in the event County-installed improvements, equipment or fixtures located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, County shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing

the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the License.

### **13. INSURANCE**

Licensee shall during the term of this License, procure at its sole cost and expense and keep in full force and effect, the following insurance provisions:

(a) Workers' Compensation. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Comprehensive General Liability. Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Licensee from claims including, but not limited to, damages for premises liability, contractual liability, personal and advertising injury (broad form) which may arise from or out of Licensee's operation use and management of the licensed premises and grounds or the performance of its obligations hereunder, whether such operations, use or performance be by Licensee, by any subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as additional insureds with respect to this License and the obligations hereunder with limits not less than \$1,000,000 per occurrence combined single limit. Policy shall provide for \$5,000 in medical payments coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per occurrence.

(c) Vehicle Liability. Licensee shall procure auto liability as required by the State of California.

(d) All Risk Real and Personal Property.

(1) The licensed premises will continue to remain insured by the County Property Program at no additional cost to Licensee. The County of Riverside shall continue to be responsible for all risk, earthquake and flood deductibles.

(2) The licensed premises will continue to remain insured by the County Boiler and Machinery Program. The County of Riverside shall continue to be responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

(e) General Insurance Provisions.

(1) Intentionally left blank.

(2) Licensee shall cause its insurance carrier(s) to furnish the County of Riverside with either (1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by County Risk Manager, provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this License and the obligations of Licensee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any such modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this License shall terminate forthwith, unless the County

of Riverside receives prior to such effective date another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Licensee shall not occupy or otherwise use the licensed premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) Professional Liability. Licensee shall procure and maintain professional liability insurance coverage to protect from any liability whatsoever based on or asserted by any claim, act or omission of Licensee, its officers, agents, employees, subcontractors and independent contractors, relating to or in any way connected with or arising from the agreement and/or for any error or omission by Licensee its employees, agents, Officers or subcontractors. The amount of such insurance shall not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate.

#### **14. ASSIGNING, SUBLETTING AND ENCUMBERING PROHIBITED**

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter referred to collectively as “**Encumbrance**”) of Licensee’s interest in the Premises, or any part or portion thereof without County approval (which approval may be provided by County at its sole discretion) is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this License.

#### **15. HAZARDOUS MATERIALS**

- A. Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California or the United States government.
- B. Use of Hazardous Materials. Licensee or Licensee’s employees, agents, independent contractors or invitees (collectively “**Licensee Parties**”) shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, Licensee may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.



- C. Licensee Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Licensee or Licensee Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, Licensee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this License, Licensee shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Licensee or Licensee Parties. Notwithstanding the foregoing, Licensee shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by Licensee or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of County. All work performed or caused to be performed by Licensee as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by County.
- D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to County) County, its elected officials, officers, employees, agents, independent contractors, and the Premises from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Licensee or Licensee Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

## 16. NOTICES

All notices pursuant to this License shall be addressed as set forth below, unless a different address is provided in writing to the other party.

TO: County

County of Riverside  
RCIT  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

Attn: Chief Information Officer/RC3

TO: Licensee

Riverside Community College District  
1533 Spruce Street  
Riverside, CA 92507

Attn: Mark Knight

## **17. PERMITS AND LICENSES**

Licensee shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by County, as a party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

## **18. AMENDMENTS**

This License is the sole and only agreement between the parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both parties.

## **19. INSPECTION**

County or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this License are being complied with.

## **20. GOVERNING LAW AND VENUE**

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Riverside County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

## **21. HOLD HARMLESS**

Licensee hereby waives all claims and recourse against County including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with or related to this agreement except claims arising from the concurrent active or sole negligence of County, its officers, agents, and employees.

Licensee hereby agrees to indemnify, hold harmless, protect and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability out of the operation or maintenance of the property described

herein, and/or Licensee's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensee shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensee shall pay to County its litigation costs, expenses and attorney's fees. In the event judgment is entered against County and Licensee because of the concurrent active negligence of County and Licensee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

## **22. TAXES AND ASSESSMENTS**

Lessee asserts and Lessor acknowledges that Lessee is a governmental agency and may be exempt from paying possessory interest taxes. Lessor acknowledges that Lessee will do all things reasonably necessary and appropriate to secure and maintain said tax exemption during the term of this License. Lessee shall reimburse Lessor for any property or possessory taxes on the premises (excluding special assessments or other ad valorem assessments) that may become due and payable during the Lease Term because of Lessee's failure to file a timely exemption. Lessor shall cooperate with Lessee in filing Lessee's exemption notices. Said cooperation shall not be unreasonably withheld.

## **23. SUCCESSORS IN INTEREST**

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

## **24. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **25. WAIVER OF RIGHTS**

The failure of County or Licensee to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that County or Licensee may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

## **26. DEFAULT BY LICENSEE**

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Licensee and County may exercise the right to immediately terminate the License:

- 1) The abandonment or vacating of the Premises by Licensee;

- 2) The failure by Licensee to make any payment of rent or any other sum payable hereunder by Licensee, as and when due, where such failure shall continue for a period of six (6) calendar days after written notice thereof from County to Licensee;
- 3) The making by Licensee of any general assignment for the benefit of creditors; or, the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where such seizure is not discharged within thirty (30) days; or, Licensee's convening of a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this License nor any interests of Licensee in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of County provided hereunder or by law, it shall be lawful for County to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons therefrom, and Licensee and its creditors (other than County) shall have no further claim thereon or hereunder.

B. The County may terminate the lease with ten (10) days' notice on the following condition:

- 1) The failure or inability by Licensee to observe or perform any of the provisions of this License to be observed or performed by Licensee, other than specified in A (1)-(3) above, where such failure shall continue for a period of ten (10) calendar days after written notice thereof from County to Licensee; provided, however, that if the nature of such failure is such that it can be cured by Licensee, but that more than ten (10) calendar days are reasonably required for its cure (for any reason other than financial inability), then Licensee shall not be deemed to be in default if Licensee shall commence such cure within said ten (10) calendar days, and thereafter diligently prosecutes such cure to completion.

## **27. HOLDING OVER**

In the event Licensee shall continue in occupancy of the Premises after the term of this License, such occupancy shall not be considered a renewal of this License but a month to month license and shall be governed by the conditions and covenants contained in this License.

## **28. CONDITION OF PREMISES UPON TERMINATION**

Except as otherwise agreed to herein, upon termination of this License, Licensee shall re-deliver occupancy of said Premises to County in substantially the same condition that existed immediately prior to Licensee's entry thereon, reasonable wear and tear excepted. References to the "Termination of the License" in this License shall include termination by reason of the expiration of the License term.

## **29. DISPOSITION OF ABANDONED PERSONAL PROPERTY**

If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) calendar days after such event shall, at County's option, be deemed to have been transferred to County. County shall

have the right to remove and to dispose of such property without liability therefor to Licensee or to any person claiming under Licensee, and shall have no need to account therefor.

### **30. COUNTY'S RIGHT TO RE-ENTER**

Licensee agrees to yield and peaceably deliver possession of the Premises to County on the date of termination of this License, whatsoever the reason for such termination.

Upon giving written notice of termination to Licensee, County shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the License and re-entry of the Premises by County shall in no way alter or diminish any obligation of Licensee under the lease terms and shall not constitute an acceptance or surrender.

Licensee waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event County re-enters and takes possession of the Premises in a lawful manner.

### **31. PUBLIC RECORDS**

Any and all written information submitted to and/or obtained by County from Licensee or any other person or entity having to do with or related to this License and/or the Premises, either pursuant to this License or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code, section 6250, et. seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, sublicensees, and any person claiming by, through or under Licensee, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

### **32. RELATIONSHIP OF PARTIES**

The relationship of the parties hereto is that of County and Licensee, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of Licensee in the conduct of Licensee's business or otherwise, or a joint venture with Licensee, and the provisions of this License and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

### **33. AUTHORITY TO EXECUTE**

The persons executing this License hereby warrant and represent that they have the authority to execute this License and warrant and represent that they have the authority to bind the respective parties to this License and to the performance of its obligations hereunder.

**34. APPROVAL BY COUNTY**

Anything to the contrary notwithstanding, this License shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors or its designee as specified by Board action.

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

COUNTY:

County of Riverside, a political  
subdivision of the State of California

LICENSEE:

Riverside Community College District

By: \_\_\_\_\_

Kevin K Crawford  
Chief Information Officer

By: \_\_\_\_\_

Aaron Brown  
Vice Chancellor, Business & Financial Svcs

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

Patricia Munroe  
Deputy County Counsel

## Agenda Item (VI-B-6-g)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-g)
Subject	Resolution No. 42-13/14 To Approve Sole Source Procurement of Ellucian Software Maintenance and Future Product Enhancement Services and For Award of Contract to Ellucian
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees Adopt Resolution Number 42-13/14 To Approve Sole Source Procurement of Ellucian Software Maintenance and Future Product Enhancement Services throughout the District and for award of contract to Ellucian.

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### Background Narrative:

California Public Contract Code Section 20651 requires the District to advertise publicly for bids for the purchase of goods or services involving an expenditure which exceeds the state-mandated bid limit. However, if sufficient evidence is provided to support a finding by the Board of Trustees that a competitive bidding process is not feasible or practical, and that a sole source procurement is in the best interest of the District, then an exception may be allowed under these circumstances.

The District purchased Colleague and WebAdvisor products in 1996 after a thorough RFP and selection process, as a comprehensive ERP (Enterprise Resource Planning) system to replace its mainframe based legacy system. The three major competitors in the higher education market at that time were Datatel, SCT and CARS. One of the major reasons for the selection and acquisition of the Colleague product suite was a long-term commitment on the part of the developing company (Datatel, now Ellucian, Inc.) to supply the code necessary to maintain compliance with all state and federal reporting requirements, including the State Chancellor's Office regulatory data submissions.

The Colleague product suite is used extensively by most departments within the District including student services, human resources, academic affairs, accounting services and the RCCD Foundation. WebAdvisor is used as the primary interface for student transactions such as class schedule inquiries, registration, transcript requests, grade access, student payments and account activity. It is also used for faculty transactions including faculty schedules, class rosters, grade and attendance data submissions.

One of the strengths in the design of the Colleague system is the ability to maintain the integrity of the base system while incorporating enhancements that are beneficial to the operations of our specific college environment. Since its initial deployment in summer 1998, significant customizations (including modification of baseline processes and additional functionality requested by the District) have been made by RCCD Information Services application systems staff. The District regularly reviews best practices and third party products and evaluates the best way to create and/or incorporate those functions into a comprehensive suite of tools. Key to that evaluation process is the integration of new functionality with Ellucian's base system, whether that be the purchase of new modules from Ellucian, third parties or in-house customizations.

The attached resolution has been prepared to support the continued use of the current Colleague and WebAdvisor software suite and commitment to renew the associated annual maintenance agreement for the next five years. Moving forward, the District is committed to the re-evaluation of its ERP solution on a regular basis (ideally every five years) in an effort to ensure that the then current ERP system is meeting the needs of the colleges and District as a whole. In addition, the Foundation for California Community Colleges will, in the future, be evaluating the possibility of a statewide contract with Ellucian, since so many Districts throughout the California community college system currently use their products.

Based on these factors, competitive bidding would not produce any advantage to the District. The District has obtained a sole source letter from Ellucian stating that they do not have authorized service providers or distributors that provide the Ellucian-approved installation, customization, training and educational services in the United States. Ellucian does not grant Ellucian software maintenance/support rights to any outside companies. As a result, it is recommended that the Board of Trustees find that it is in the District's best interest to authorize the letting of a sole source purchase order contract to Ellucian.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Rick Herman, Associate Vice Chancellor, Information Technology & Learning SVS

Majd Askar, Purchasing Manager

**Attachments:**

[06172014\\_Resolution No. 42-13/14](#)

[06172014\\_Ellucian Maintenance Advantage Program – Letter Addendum](#)

[06172014\\_Ellucian General Terms and Conditions Agreement](#)

[06172014\\_Ellucian Sole Source Letter](#)



## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

### **RESOLUTION NO. 42-13/14**

#### **RESOLUTION TO APPROVE SOLE SOURCE PROCUREMENT OF ELLUCIAN SOFTWARE MAINTENANCE AND FUTURE PRODUCT ENHANCEMENT SERVICES THROUGHOUT THE DISTRICT AND FOR AWARD OF CONTRACT TO ELLUCIAN BASED UPON THE FINDING THAT COMPETITIVE BIDDING WOULD NOT PRODUCE ANY ADVANTAGE**

**WHEREAS**, Datatel changed its name to Ellucian, Inc. in 2012. The Riverside Community College District has had an agreement with Datatel, Inc. since 1995 for initial and updated software programs as well as maintenance for those programs. These software programs are proprietary in nature and cannot be maintained by any company other than Ellucian, Inc.; and

**WHEREAS**, Ellucian, Inc. is the District's Enterprise Resource Planning (ERP) system which organizes and processes information about, but is not limited to, student, employee, accounting services and Foundation's information; and

**WHEREAS**, California Public Contract Code Section 20651 requires the District to advertise publicly for bids for the purchase of goods or services involving an expenditure which exceeds the state-mandated bid limit; and

**WHEREAS**, sufficient evidence exists for the Board of Trustees to support a finding that a competitive bidding process is not feasible or practical, and that a sole source procurement is in the best interest of the District, permitting an exception to be allowed under these circumstances; and

**WHEREAS**, Ellucian is the only authorized provider of installation, customization, training and educational services for the Ellucian Software; and

**WHEREAS**, because the District has undertaken research into various other software and maintenance providers, none of which can match the software or perform the maintenance on the Ellucian, Inc. system that would properly serve the District's administrative and educational purposes; and

**WHEREAS**, the District already utilizes Ellucian, Inc. software systems in numerous departments of the District (student services, human resources, academic affairs, accounting services, RCCD Foundation), the District's intent is to continue the existing Ellucian, Inc. systems to avoid the considerable cost of changing systems and retraining District personnel currently using the Ellucian, Inc. system; and

**WHEREAS**, the District desires the continued use of the current Colleague and WebAdvisor software suite and associated annual maintenance agreement for the next five years; and

**WHEREAS**, the District has determined that the only manufacturer who may provide software and maintenance systems is Ellucian, Inc.; and

**WHEREAS**, it is in the best interest of the District to let a purchase order contract without formal, public advertising and receiving of bids.

**WHEREAS**, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity and not produce any advantage; and

**NOW, THEREFORE, IT IS RESOLVED THAT**, the District intends to continue to expend funds toward software and software maintenance systems District-wide and is concerned with critical issues including: establishing a District-wide standard for software applications and maintenance of same, avoiding incompatibility issues; provide consistent and cost-effective and reduced maintenance, operating and repair costs; reducing personnel time and costs for District personnel to operate the Ellucian, Inc. system currently in place.

**IT IS FURTHER RESOLVED THAT**, the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the District's best interest to authorize the letting of sole source contracts, as needed, to Ellucian, Inc.

ADOPTED this 17<sup>th</sup> day of June, 2014.

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



June 5, 2014

## **Ellucian Maintenance Advantage Program**

### **Letter Addendum**

This letter addendum (the "Addendum") amends the General Terms and Conditions Agreement and/or other similar license and services agreement(s) (collectively or individually, the "Agreement") under which Ellucian Inc. ("Ellucian") granted the institution named below ("Client") a license to use the Supported Software (as defined below in this Addendum) and is providing ongoing enhancement and support services for that Supported Software.

***Please insert your institution's name below:***

**Client: RIVERSIDE COMMUNITY COLLEGE DISTRICT**

Ellucian has enhanced its Software Support program. Under the "Ellucian Maintenance Advantage Program," Client will continue to receive proactive, accessible and timely support from Ellucian, with many added elements and benefits.

As part of Client's enrollment in the Ellucian Maintenance Advantage Program, Ellucian is extending to Client several options to further enhance the level of enhancement and support services (also referred to herein as "Software Support Services") based on Client's particular requirements and desires, and also to enable more cost certainty by taking advantage of a multi-year commitment with annual limitations on price increases. Client can elect one of these options by indicating its election on this letter addendum, having this letter addendum signed by an authorized Client representative, and returning this letter addendum to Ellucian at [MaintenanceAdvantage@ellucian.com](mailto:MaintenanceAdvantage@ellucian.com) by no later than 11:59 PM (U.S. Eastern Time) on June 30, 2014.

### **Year-to-Year Enrollment Into Ellucian's Maintenance Advantage Program (Advantage Level)**

Effective on July 1, 2014, for the Software identified on the Price Quotation included with this Addendum (the "Supported Software"), Client will be enrolled in Ellucian's Maintenance Advantage Program at the Advantage Level. Ellucian's Advantage Level Software Support Services includes the elements of support traditionally provided by Ellucian for the Supported Software, plus additional benefits, details of which can be found at <http://www.ellucian.com/Solutions/Ellucian-Client-Support/>. Software Support Services at the Advantage Level will be provided for the period of July 1, 2014 through June 30, 2015, at the price quoted in the included Price Quotation. For the Supported Software, following the 2014-2015 term, Software Support Services at the Advantage Level will automatically be extended for consecutive annual periods on a year-to-year basis (each July 1 – June 30) at Ellucian's then-current rates (and under Ellucian's then-current pricing policies) in effect at the time of renewal, unless either party notifies the other in writing of its intent not to extend such Software Support Services at least three (3) months prior to the expiration of the then-current annual term.

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***Ellucian is making the following Options available to Client. To elect any Option, Client must have this letter addendum signed by an authorized Client representative and returned to Ellucian at MaintenanceAdvantage@ellucian.com by no later than 11:59 PM (U.S. Eastern Time) on June 30, 2014. Client is not required to select either of the Options below; however, please note that if Client fails elect any of the Options by signing and returning this letter addendum to Ellucian as provided above, Client will be enrolled in Ellucian's Maintenance Advantage Program on a year-to-year basis at the Advantage Level effective as of July 1, 2014. Any election(s) made under the Options described below will be effective commencing on July 1, 2014.***

**Option 1: Multi-Year Committed Term Election**

***If electing Option 1, please check the box to the right and initial on behalf of Client:***

\_\_\_\_\_ (initials)

Following the initial 2014-2015 term, and for a committed term of 4 additional periods (i.e., 2015-2016, 2016-2017, 2017-2018 and 2018-2019), Software Support Services at the Advantage Level (or, if Client has also elected Option 2 below, at the Advantage Plus Level) will automatically be extended for consecutive annual periods on a year-to-year basis at fees not to exceed five percent (5%) over the amount payable for such Software Support Services for the immediately preceding annual period (Note: For clients that received a license to use the Ellucian Mobile Application/Enterprise Edition Software module as a migration from the product formerly known as Datatel MOX, these year-to-year escalation limitations will not apply with respect to such Ellucian Mobile Application/Enterprise Edition Software until the 2016-2017 annual term). For the avoidance of doubt, under this Option 1, Software Support Services will continue through the applicable 5-year committed term and Client will have no right to terminate such Software Support Services at its convenience during the committed term.

Following the 5-year committed term, Software Support Services at the Advantage/Advantage Plus Level (as applicable) will automatically be extended for consecutive annual periods on a year-to-year basis at Ellucian's then-current rates (and under Ellucian's then-current pricing policies) in effect at the time of renewal, unless either party notifies the other in writing of its intent not to extend such Software Support Services at least three (3) months prior to the expiration of the then-current annual term.

**Option 2: Upgrade Into Ellucian's Maintenance Advantage Program (Advantage Plus Level)**

***If electing Option 2, please check the box to the right and initial on behalf of Client:***

\_\_\_\_\_ (initials)

For the Supported Software, Client will be upgraded into Ellucian's Maintenance Advantage Program at the Advantage Plus Level. Ellucian's Advantage Plus Level Software Support Services includes the elements of support traditionally provided by Ellucian for the Supported Software, plus the added benefits of Ellucian's Advantage Level, as well as additional benefits, details of which can be found at <http://www.ellucian.com/Solutions/Ellucian-Client-Support/>. Software Support Services at the Advantage Plus Level will be provided for the period of July 1,


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included Price Quotation. For the Supported Software, following the 2014-2015 term, Software Support Services at the Advantage Plus Level will automatically be extended for consecutive annual periods on a year-to-year basis (each July 1 – June 30) at Ellucian's then-current rates (and under Ellucian's then-current pricing policies) in effect at the time of renewal, unless either party notifies the other in writing of its intent not to extend such Software Support Services at least three (3) months prior to the expiration of the then-current annual term. Please note that if Client has also elected Option 1 above, Software Support Services at the Advantage Plus Level will continue through the applicable 5-year committed term and thereafter, in accordance with the terms outlined in Option 1 above.

Except as modified by this Addendum, the Agreement remains unchanged and in full force and effect. Each signatory below has the authority to bind the entity for which the signatory is signing, and that the entity is bound by such signing. Further, Client is executing this Addendum without any reliance on or promise of the receipt any future version of any Software or any future software product.

**Ellucian**

By:  \_\_\_\_\_  
Name: Mike Cleary  
          VP Customer Support  
Title: \_\_\_\_\_  
Date: 5/28/2014

**Client**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# ellucian®

## GENERAL TERMS AND CONDITIONS AGREEMENT

Ellucian Inc.  
4375 Fair Lakes Court  
Fairfax, VA 22033

and

Riverside Community College District  
1533 Spruce Street  
Riverside, CA 92507

Riverside Community College District, and Ellucian Inc. ("Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, that the following terms and conditions will apply to any goods sold and services provided under this agreement {"Agreement"}.

- 
- 1. Fees.** Riverside Community College District agrees to pay to Ellucian the purchase price and fees in the amounts set forth in Attachments A through D hereto for the goods and services provided hereunder.
  - 2. Invoices.** Ellucian shall invoice Riverside Community College District for the Net Cash Balance Due shown on Attachment A and B {hereinafter "Software") and Attachments C and D {hereinafter "Services "}, upon delivery of Software licensed hereunder.
  - 3. Payment Terms.** Payment terms are net cash due and payable fifteen (15) days after receipt of any invoice issued by Ellucian under this Agreement. Interest shall accrue on any amounts due and unpaid more than thirty (30) days after the invoice is received at a rate equal to the lesser of 11/2% per month, or the highest rate permitted by law. In the event that Riverside Community College District questions the amounts charged on any invoice, it must communicate those questions to Ellucian within fifteen (15) business days of Riverside Community College District's receipt of such invoice.
  - 4. Ellucian's Representations, Warranties and Indemnities.** Ellucian warrants and represents that it has the right to license Riverside Community College District's use of the Software licensed under this Agreement. Ellucian further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. In the event that any third party makes a claim or files a lawsuit challenging Riverside Community College District's right to use the Software, Ellucian shall indemnify and hold Riverside Community College District, its officers, agents and employees free and harmless from any liability whatsoever, based or asserted upon Riverside Community College District's right to use Software or Equipment hereunder, and Ellucian shall defend, at its expense, including attorneys' fees, Riverside Community College District, its officers agents and employees in any legal action so based or asserted. This obligation to indemnify and hold Riverside Community College District free and harmless shall survive until any and all claims, actions and causes of action are fully and finally barred by the applicable statute of limitation; provided, however, that Ellucian shall have the sole and exclusive right to select and retain a mutually agreed counsel for Riverside Community College District in connection with the defense thereof, and shall make all decisions relating to the conduct of the Riverside Community College District's defense and any settlement made on behalf of Riverside Community College District. Software licensed under this Agreement is warranted to perform in accordance with the supplied user documentation for three hundred and sixty five (365) upon delivery of Software licensed hereunder.

5. **Limitation on Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ELLUCIAN MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING ANY GOODS LICENSED OR SOLD OR SERVICE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation on Remedies.** With the exception of willful misconduct or gross negligence... in no event shall Ellucian be liable to Riverside Community College District for any damages or indemnity exceeding the sum of all amounts actually paid by Riverside Community College District to Ellucian under this Agreement, or for any lost profits, lost savings, or any other indirect, special or consequential damages, regardless of the legal theory, and irrespective of whether Riverside Community College District advises Ellucian of the possibility of such damages.

7. **Confidential Information.** Ellucian represents and warrants that all software licensed to Riverside Community College District hereunder is subject to copyright(s) and any reproduction thereof would be an infringement thereby and Ellucian further represents and warrants that such software is otherwise exempt from the inspection and copying provisions of the California Public Records Act (Section 6250 *et seq.*, Government Code). All Software licensed to Riverside Community College District under this Agreement is proprietary and confidential information owned by Ellucian, and embody substantial and commercially valuable trade secrets of Ellucian, Ellucian's Software, and any other proprietary and confidential information owned by Ellucian and disclosed to Riverside Community College District, shall not be disclosed by Riverside Community College District to any competitive software third party. Any proprietary and confidential information of Ellucian, including without limitation its Software, shall be treated by the Riverside Community College District as it would protect its own confidential and proprietary information. Riverside Community College District shall enter into written agreements, the form of which shall be approved in advance by Ellucian, with Riverside Community College District's employees, and with any agents or contractors of Riverside Community College District to whom disclosure of Ellucian's proprietary and confidential information is approved in advance by Ellucian, providing for the non-disclosure and protection of any proprietary and confidential information owned by Ellucian and disclosed to Riverside Community College District pursuant to this Agreement. Any such proprietary and confidential information of Ellucian disclosed pursuant to this Agreement shall be clearly marked with an appropriate legend identifying it as Ellucian's proprietary and confidential information.

8. **Travel and Living Expenses.** All reasonable and necessary travel and living expenses for on-site services preapproved by Riverside Community College District incurred by Ellucian employees, contractors and agents in connection with performance of Ellucian's obligations hereunder shall be payable by Riverside Community College District upon receipt of Ellucian's invoice containing such expenses.

9. **Taxes.** All taxes, of whatever nature, arising or resulting from this Agreement, except for taxes based on the net income of Ellucian, shall be borne by Riverside Community College District. Riverside Community College District shall indemnify and hold Ellucian harmless from liability for such taxes.

10. **Enforcement.** In the event of any litigation or arbitration between Riverside Community College District and Ellucian to enforce any of the provisions of the Agreement or any rights of the party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party or parties, all costs and expenses including reasonable attorneys' fees incurred therein by the successful party or parties, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

11. **Termination for Breach.** This Agreement may be immediately terminated by either party at any time upon its discovery of a material breach by the other party of its obligations hereunder, including without limitation the timely payment of all invoices pursuant to paragraph 3 above; provided, however, that the first party first provide written notice to the other party of its material breach of this Agreement, and that such breach not be cured within sixty (60) days after receiving such written notice.

12. **Termination for Non-Appropriation of Funds.** Riverside Community College District believes that sufficient funds can be obtained to pay all amounts due to Ellucian under this Agreement and covenants that it will

do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which such **payments can be made, including making provisions for such payments to the extent necessary in each budget** submitted for the purpose of obtaining funding. If, despite Riverside Community College District 's efforts, **sufficient funds are not appropriated and budgeted or are otherwise legally unavailable in any fiscal period for payments maintenance or professional services under this Agreement, Riverside Community College District will promptly notify Ellucian of such occurrence and thereupon, Ellucian will not provide such maintenance or professional services** in the period following the end of the fiscal period through which such funds have been appropriated. Notwithstanding the foregoing, the provisions of this Section will not apply if any funds are **appropriated to it, or by it, for the acquisition, retention or operation of software or other services similar to which are being provided by Ellucian under this Agreement, and Riverside Community College District will not give priority in the application of funds to any other similar software or services. Further, nothing in this Section will be construed so as to permit Riverside Community College District to effect a premature expiration of this Agreement in order to acquire any other software or similar services or to allocate funds directly or indirectly to perform essentially the same application for which the software or services are being provided, including the development of the software or performance of the services by Riverside Community College District itself. Still further, Client represents and warrants that it has appropriated sufficient funds in the current fiscal period to pay Ellucian all license fee amounts provided for in this Agreement**

13. Notices. Any notice given under this Agreement shall be provided to the parties at the addresses shown below, **unless notice of a different addressee and/or address is provided in writing by one party hereto to the other.**

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of law principles.

15. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with **respect to the subject matter hereof, and supersedes any prior understanding between the parties, whether written or oral. This Agreement can be amended only in writing signed by the parties. By executing this Agreement, Riverside Community College District has not relied on the availability of either any future version of any Software, or any future software product.**

16. Severability; No Waiver. In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the parties hereto. **Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.**

17. No Assignment. The rights and obligations established in this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the non-transferring party.

18 Paragraph Headings. The headings of paragraphs contained herein are for reference purposes only and **do not represent substantive terms and conditions of this Agreement.**

#### SOFTWARE TERMS AND CONDITIONS - PERPETUAL TERM SOFTWARE

19 Grant of Perpetual License. Ellucian hereby grants to Riverside Community College District a **nonexclusive, nontransferable, perpetual license to use the Software described in Attachment A ("Perpetual Term Software " , solely for internal business purposes on the central processing unit ("CP U " , specified in that Attachment. In the event that the CPUs are affected by an equipment malfunction, Riverside Community College District may use the Perpetual Term Software temporarily in connection with other central processing unit during the period of such malfunction. Should Riverside Community College District wish to host the Software described in Attachment A through any third-party organization, Riverside Community College District will need to obtain express prior written consent from Ellucian to do so.**



20. limitation on Rights Granted. The rights granted Riverside Community College District under this Agreement are limited to the express terms hereof. Ellucian does not grant Riverside Community College District any right to use, reproduce, reverse engineer, publish, license, distribute, disseminate, sell or otherwise make available to any third party the Perpetual Term Software, except as expressly set forth herein. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark and trade secret rights, in and to the Perpetual Term Software are retained by Ellucian

**21. Source Code Escrow.** Ellucian warrants that a machine-readable copy of the source code corresponding to the Software described in Attachment A is in the custody of an independent escrow agent (the "Escrow Agent"). The most recent revision of the source code shall be deposited with the Escrow Agent when a major release is delivered. Ellucian shall register Riverside Community College District as a qualified recipient of the source code entitled to receive a copy of the source code only if all of the following conditions occur: a) Ellucian or any successor to all or substantially all of Ellucian's business becomes dissolved and ceases to do business; b) Riverside Community College District has a current license to use the Software; and c) Riverside Community College District has acknowledged to the Escrow Agent that Riverside Community College District has no rights to transfer or assign the source code. In these circumstances, Ellucian shall be deemed to have granted Riverside Community College District a nonexclusive, nontransferable license to use the machine-readable copy of the source code to support its internal use of the Software under the provisions of this Agreement.

#### SOFTWARE TERMS AND CONDITIONS ANNUAL TERM SOFTWARE

**22. Grant of Annual License.** Ellucian hereby grants to Riverside Community College District a nonexclusive, nontransferable annual license to use the Software described in Attachment B C'Annual Term Software"} solely for internal business purposes on the central processing unit ("CPU") specified in that Attachment. In the event that the CPUs are affected by an equipment malfunction, Riverside Community College District may use the Annual Term Software temporarily in connection with other central processing unit during the period of such malfunction. Should Riverside Community College District wish to host the Software described in Attachment A through any third-party organization, Riverside Community College District will need to obtain express prior written consent from Ellucian to do so.

23. Limitation on Rights Granted. The rights granted Riverside Community College District under this Agreement are limited to the express terms hereof. Ellucian does not grant Riverside Community College District any right to use, reproduce, reverse engineer, publish, license, distribute, disseminate, sell or otherwise make available to any third party the Annual Term Software, except as expressly set forth herein. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark and trade secret rights, in and to the Annual Term Software are retained by Ellucian

24. Term. This Agreement to use the Annual Term Software shall continue without cancellation by either party until July 1, 2014 the first Renewal Date and will renew as of July 1st in all subsequent years with a maximum term of five (5) years. For the avoidance of doubt, this Agreement to use the Annual Term Software will terminate on June 30, 2019 and at that time the parties will review and if in agreement will enter into a new agreement for another term of five (5) years. Upon payment in full of the renewal fees, this Agreement shall automatically renew for successive one-year periods thereafter; provided, however, that if Riverside Community College District gives Ellucian written notice of its intention not to renew the Agreement sixty (60) days prior to the expiration of the next annual Renewal Date, the Agreement shall be terminated. Ellucian shall be able to cancel this Agreement if Riverside Community College District fails to comply with the terms and conditions of this Agreement. In such case, Ellucian shall provide Riverside Community College District written notice of its intention to terminate this Agreement for cause sixty (60) days prior to the expiration date.

**25. Return of Annual Term Software.** Upon expiration or termination of this Agreement, Riverside Community College District shall return promptly all copies of the Annual Term Software to Ellucian Failure to comply with this obligation will entitle Ellucian to seek temporary and preliminary injunctive relief from a court of law requiring Riverside Community College District to return the Annual Term Software to Ellucian Riverside Community College District hereby consents to the entry of such temporary and preliminary relief in the event of

its failure to return promptly Ellucian's Annual Term Software upon termination or expiration of this Agreement, and further agrees to pay all costs, including without limitation all reasonable attorneys' fees, incurred by Ellucian to secure the entry of such relief and the return of its property.

#### ENHANCEMENT AND SUPPORT SERVICES TERMS AND CONDITIONS

26. Enhancement and Support Services Provided. To the extent that Ellucian is retained to provide Riverside Community College District with enhancement and support services with respect to the software described in Attachment D hereto (the "Supported Software"), said services in Attachment C shall consist of the following:

a. Ellucian shall provide maintenance for the Supported Software necessary to insure its operation in material conformance with the user documentation electronically accessible with the Supported Software.

b. Ellucian shall provide one (1) hour monthly of Ellucian Technical support, as defined below; provided, however, that Riverside Community College District's time in reporting program errors and Ellucian's time in researching reported program errors shall not be counted toward the hourly limit. Any hours of Ellucian Technical support in excess of the limit specified above will be billed at Ellucian's then current hourly rates. Ellucian Technical support shall consist only of providing information, assistance, research and "trouble shooting" in response to a Riverside Community College District's reported questions and problems regarding the Supported Software. Ellucian Technical support shall not include custom report development, programming or training. Ellucian Technical support shall only be provided during Ellucian's regular working hours from Monday through Friday.

c. Ellucian shall provide Riverside Community College District with any revisions, updates and enhancements of the Supported Software (the "Revisions"), together with related electronically accessible documentation, issued during the period in which enhancement and support services under this Agreement are furnished.

27. Riverside Community College District Obligations.

a. Riverside Community College District shall provide Ellucian machine access via Internet capability for installation, research or assistance in problem resolution if applicable.

b. Riverside Community College District shall maintain an efficient and effective operational environment in which the Supported Software is used in accordance with all applicable documentation.

c. Riverside Community College District shall take reasonable steps to insure that its personnel are sufficiently trained so as to maintain an effective working relationship with Ellucian

**28. Term.** Ellucian shall provide enhancement and support services under this Agreement without cancellation by either party until the first Renewal Date ("Renewal Date"), which shall be July 1". Upon payment in full of the annual fees, as listed in Attachment C to be billed on July 1" of each year, the commitment to provide such services shall automatically renew for successive one-year periods thereafter with a maximum term of five (5) years; provided, however, that if Riverside Community College District gives Ellucian written notice of its intention not to renew the Agreement sixty (60) days prior to the next annual Renewal Date, the Agreement shall be terminated. For the avoidance of doubt, this Agreement to provide enhancement and support services will terminate on June 30, 2019 and at that time the parties will review and if in agreement will enter into a new agreement for another term of five (5) years. Ellucian shall be able to cancel this Agreement if Riverside Community College District fails to comply with the terms and conditions of this Agreement. In such case, Ellucian shall provide Riverside Community College District written notice of its intention to terminate this Agreement for cause sixty (60) days prior to the expiration date.

---

Ellucian Inc.

Riverside Community College District

By:

  
Authorized Signature

By:

\_\_\_\_\_  
Authorized Signature

Name:

Kevin M. Boyce  
Printed

Name:

\_\_\_\_\_  
Printed

Title:

Senior Vice President /  
Chief Financial Officer

Title:

\_\_\_\_\_

Address:

4375 Fair Lakes Court  
Fairfax, Virginia 22033-4234

Address:

1533 Spruce Street  
Riverside, CA 92507

Date:

June 10, 2014

Date:

\_\_\_\_\_

Prepared by:

JJ/PS/Counsel: !Triana

# ellucian®

ATTACHMENT A  
PERPETUAL TERM SOFTWARE

Central Processing Unit Model: HP-UX

Riverside Community College District and Ellucian Inc. ("Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will license to Riverside Community College District and Riverside Community College District will accept license of the following software programs/modules and related documentation (the "Software").

NOT CONTRACTED FOR AT THIS TIME

# ellucian®

## ATTACHMENT B ANNUAL TERM SOFTWARE

Central Processing Unit Model: HP-UX

Riverside Community College District and Ellucian Inc. ("Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will license to Riverside Community College District will accept license of the following software programs/modules and related documentation (the "Software"). The annual Renewal Date is July 1". The first year of this Agreement, the license fee shall be prorated from the date of this Agreement.

2014-2015 Annual Term Software	
	Description
	ODS DataOrchestrator Standalone
	Electronic Application Utility
	Resource25 Interface
	SecuritySmith
	PayPal eCommerce Internet Transaction
	WebCT Interface



ATTACHMENT C  
EXTENDED SERVICES

Riverside Community College District and Ellucian Inc. ("Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide services {the "Services"}, to Riverside Community College District and Riverside Community College District will purchase stated Services during a period of twelve (12) consecutive months (the "Term").

NOT CONTRACTED FOR AT THIS TIME



ATTACHMENT D  
ENHANCEMENT AND SUPPORT SERVICES

Riverside Community College District and Ellucian Inc. ("Ellucian") agree on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide enhancement and support services (the "Services"), to Riverside Community College District will purchase stated Services. The annual Renewal Date is July 1<sup>st</sup>. The first year of this Agreement, the maintenance fee shall be prorated from the date of this Agreement .

<b>2014-2015 Enhancement and Support Services</b>
Colleague Enterprise CRM <b>Communications Management, Demographics, Electronic File Import/Export, Cash Receipts,</b> Facilities Profile, Scheduling & Staff/Volunteer Information, Accounts Receivable, General Ledger, Workflow Management System <b>Activities &amp; Events</b> WebAdvisor Base Software
Colleague Student & Financial Aid <b>Recruitment &amp; Admissions, Curriculum Management, Faculty Information, Financial Aid, Academic</b> Records, Registration, California MIS, Matriculation, WebAdvisor e-Advising <b>Campus Organization</b> <b>Residence Life</b> Telephone Registration Interface Degree Audit
Colleague Finance <b>Accounts Payable, Budget Management, Fixed Assets, Purchasing</b>
Colleague Human Resources <b>Human Resources Payroll, Position Budgeting</b>
Colleague Fund Raising <b>Constituent Management, Contribution Management, Communication Management, Campaign</b> Management & Analysis, General Ledger Function (Colleague Core), and Seven (7) Datamarts for Standard Reporting and Data Analysis, Success Dashboards & Performance Analytics, Planned <b>Giving.</b>
Colleague Portal Ellucian Mobile <hr/> System Management <b>Application Development Environment</b> Colleague Application Server Licenses for 400 Users Colleague Per User for 400 Users

Aaron S. Brown  
Vice Chancellor  
Business and Financial Services

Rick Herman  
Associate Vice Chancellor  
Information Technology

Riverside Community College District  
1533 Spruce St.  
Riverside, CA 92508

May 27, 2014

Dear Mr. Brown,

We, at Ellucian appreciate the opportunity to serve the technology requirements Riverside Community College District system projects.

This letter clarifies the importance of Ellucian as the sole provider of training and consulting services for the Ellucian Software. Today, Ellucian is the only authorized vendor to provide services for which it is the exclusive licensor of software products for the higher education marketplace. These products collectively referred to as the "Ellucian Software," include the Company's software products. The Ellucian Software is fully developed, is integrated, and is licensed and maintained exclusively by Ellucian. Additionally, Ellucian does not maintain a service provider certification program.

Ellucian protects its intellectual property interests by carefully safeguarding the distribution of the Ellucian Software, in whole or in part. Licensees are required to execute a license agreement pursuant to which the users, at an institution level, agree to use Ellucian Software only for the purpose of conducting in-house, non-commercial computing operations and further agree to limit use of Ellucian Software to those employees with a need to know. Ellucian does NOT grant maintenance/support rights to Ellucian software to any outside companies.

The Ellucian Software is protected under the copyright laws of the United States and the trade secret laws of several states. Ellucian employs industry-standard measures, both legal and technical in nature, to protect the investment in the Ellucian Software. Accordingly, Ellucian is also the only authorized provider of installation, customization, training and educational services for the Ellucian Software. We have no authorized services providers or distributors that provide the Ellucian-approved installation, customization, training and educational services in the United States.



Below is a listing of the Ellucian Colleague proposed software and services:

- Student Educational Planning Software License
- Intelligent Learning Platform Software License
- SQL Migration Implementation Services
- Ellucian Portal Upgrade Implementation Services

We hope that this information assists RCCD as it considers its purchase of Ellucian's software and services. If I can be of further assistance, please do not hesitate to call. We appreciate your consideration of our technology and services proposal.

Sincerely,

A handwritten signature in cursive script that reads "Jody Jackman". The signature is written in black ink and is positioned above the typed name.

Jody Jackman, MBA

Account Executive

(702) 721-6817

[Jody.jackman@ellucian.com](mailto:Jody.jackman@ellucian.com)

## Agenda Item (VI-B-6-h)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-h)
Subject	Compensation Agreements with the City of Riverside for the Stalder and Imperial Hardware Buildings, and the Farm House Motel
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the Compensation Agreements for the Stalder Building, Imperial Hardware Building, and Farm House Motel with the City of Riverside, Successor Agency to the Redevelopment Agency of the City of Riverside.

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### Background Narrative:

In June 2012, the Governor signed redevelopment budget trailer bill, AB 1484, which required the development of long range property management plans to direct the disposition and use of former Redevelopment Agency real property assets by Successor Agencies. The City of Riverside, as the Successor Agency to the Redevelopment Agency of the City of Riverside, has developed a Long Range Property Management Plan. Said plan has been submitted to and approved by the Oversight Board for the Successor Agency, as well as the California Department of Finance.

Included in the plan is the transfer of three properties to the City of Riverside for future development as follows; 1) the Stalder Building located at 3650 Market Street; 2) the Imperial Hardware Building located at 3750 and 3768 Main Street and 3675 University Avenue; and 3) the Farm House Motel located at 1393 University Avenue. Each of the three properties includes designation as historical structure(s). As such, their value, use and development/reuse are impacted by the constraints associated with historical designation and other use restrictions placed on the properties. The City has appraisal for each of the properties as vacant land (\$800,000 - Stalder Building; \$495,000 - Imperial Hardware Building; and \$350,000 - Farm House Motel); however, the City has deemed the appraisals to be non-reflective of their existing value due to the historical designation, associated land use restrictions, and restoration costs.

The property transfers require compensation agreements with the various taxing entities, including Riverside Community College District, since they would be the stakeholders in any sales proceeds and property tax revenues. Riverside Community College District would be entitled to their respective share (5.23%) of the property tax increment for fully developed properties. The District's share of the estimated property taxes associated with fully developed projects would be approximately \$12,500 per year. No share of sales proceeds has been calculated since the value of the properties are deemed to be zero (\$0) due to the significant cost and investment required for all three properties. Their true value is in gaining economic vitality and the reuse of dilapidated and underutilized properties, which can only be achieved through extensive investment and restoration by potential developers.

Community college districts pass along all but 2% of property taxes to the State of California, resulting in retention of less than \$300 for the District. As such, the District is recommending that the Board of Trustees approve each of the compensation agreements which call for transferring the properties to the City of Riverside for zero (\$0) dollars.

Furthermore, this recommendation supports the enhancement and vitality of properties in proximity to District properties currently in development and also furthers the advancement of the District and its projects.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Chris Carlson, Chief of Staff & Facilities Development

**Attachments:**

[06172014\\_Compensation Agreements](#)

## COMPENSATION AGREEMENT FOR THE STALDER BUILDING

### 3650 Market Street

THIS COMPENSATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Riverside, a California charter city and municipal corporation, the Successor Agency to the Redevelopment Agency of the City of Riverside, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Office of Education, Riverside Unified School District, Alvord Unified School District, Riverside Community College District, Western Municipal Water District, Metropolitan Water District of Southern California, Riverside Corona Resource Conservation District, Riverside County Regional Park and Open Space District, Jurupa Park and Recreation District, and Northwest Mosquito Abatement District (collectively herein referred to as “Taxing Entities” and “Parties”).

WHEREAS, the Health and Safety Code Section 34180 (f)(1) of Assembly Bill 1484 (“AB 1484”) provides “If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own fund and under its auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax...for the value of the property retained.”; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Riverside (“Successor Agency”) owns a historic property, within the Merged Downtown/Airport Industrial – Hunter Park/Northside Redevelopment Project Area, located at 3650 Market Street bearing the Assessor’s Parcel numbers 213-022-001, 002 and 003, which is known as the Stalder Building (“Property”) and said Property is a significant resource to the City of Riverside; and

WHEREAS, the Property is recognized by the City of Riverside as a vital opportunity site for preservation, restoration, job creation and economic development. The use of this Property as future development is addressed in the Successor Agency’s Long Range Property Management Plan, which is required by AB 1484. The preservation, restoration and adaptive re-use of the Property plays a critical role in maintaining the City of Riverside’s historic character and identity. As such, the Successor Agency desires to transfer this Property to the City of Riverside for future development as authorized under AB 1484; and

WHEREAS, the City of Riverside’s ownership and control of the Property for future development, which includes the disposition and oversight of the preservation, restoration and adaptive re-use of the Property, are necessary to achieve the City of Riverside’s historic preservation of a significant resource and economic development objectives for the benefit of the community as a whole; and

WHEREAS, in addition to the City of Riverside, the affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the Property; and

WHEREAS, the Taxing Entities were informed of the Successor Agency's strategy and vision concerning the transfer of the Property to the City of Riverside for future development.

NOW THEREFORE, the Taxing Entities are voluntarily entering into this Compensation Agreement as follows:

1. **Long Range Property Management Plan:** Pursuant to AB 1484, the required Long Range Property Management Plan was presented to and approved by the Oversight Board on August 15, 2013, along with this Compensation Agreement. The Long Range Property Management Plan is subject to the State Department of Finance review.
2. **Transfer the Property to the City:** The Taxing Entities agree that the Successor Agency shall transfer the Property to the City of Riverside for Zero Dollars (\$0) in consideration for the City's obligations set forth below:
  - a. The City of Riverside shall be solely responsible for implementing the development of the Property, which shall include identifying a buyer for the Property. Once a buyer is identified and selected, the City of Riverside shall use its best efforts to work with the buyer to facilitate a project that will culminate in producing a property tax revenue stream that is greater than the current property tax revenue benefitting and compensating the Taxing Entities.
  - b. The City of Riverside shall assist the buyer in working with the adjacent property owners to assemble additional properties in order to facilitate a larger development project rather than a project solely using the Property.
3. **Forbearance of Sale:** The Taxing Entities agree that by consenting to the Successor Agency's transfer of the Property to the City of Riverside for Zero Dollars (\$0) that such consent is a forbearance of the sale proceeds. The Taxing Entities understand and acknowledge that the City of Riverside is a critical stakeholder and will use its best efforts to put forth a high quality development at the subject Property.
4. **Property Tax Revenue:** The Taxing Entities understand and acknowledge that, by facilitating the future development of the Property, the City of Riverside will provide: if necessary, financial backing and the due diligence necessary to facilitate a high quality development which will generate a greater economic benefit to the Taxing Entities by providing an increase in property tax revenue.
5. **Sales Tax Revenue:** The Taxing Entities also understand and acknowledge that a high quality development of the Property will also produce an increase in sales tax revenue.
6. **Development Impact Fees:** The buyer of the Property will be responsible for paying all applicable Development Impact Fees further benefitting the Taxing Entities.
7. **Authorization:** The individuals executing this Compensation Agreement, on behalf of their public entities, are representing and warranting that they have the legal power, right and actual authority to bind the entities they represent to the terms and conditions hereof

and thereof.

8. **Amendment to the Compensation Agreement:** This Compensation Agreement may be modified or amended only by a written agreement executed by the City of Riverside and the Taxing Entities.
  
9. **Compensation Agreement:** This Compensation Agreement constitutes a final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the transfer of the Property to the City of Riverside for future development, and supersedes all prior and contemporaneous understandings or agreements between the Parties. Neither party has been induced to enter into this Compensation Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this Compensation Agreement.

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

<p><b>City of Riverside</b>, a California Charter city and municipal corporation</p> <p>By: _____ City Manager</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Deputy City Attorney</p>	<p><b>County of Riverside</b>, a political subdivision of the State of California</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>Attest</p> <p>By: _____ Clerk of the Board of Supervisors</p> <p>Approved as to Form:</p> <p>By: _____ County Counsel</p>
<p><b>Successor Agency to the Redevelopment Agency of the City of Riverside</b>, a public entity, corporate and politic</p> <p>By: _____ City Manager on behalf of the Successor Agency to the Redevelopment Agency of the City of Riverside</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Successor Agency General Counsel</p>	

<p><b>Riverside County Flood Control &amp; Water Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Office of Education, a service agency</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside Community College District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>



<p><b>Western Municipal Water District, a municipal water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Metropolitan Water District of Southern California, a metropolitan water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Corona Resource Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Regional Park and Open Space District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>

<p><b>Alvord Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Jurupa Park and Recreation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Northwest Mosquito Abatement District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	



**COMPENSATION AGREEMENT  
FOR THE IMPERIAL HARDWARE BUILDING**

**3750 and 3768 Main Street and 3675 University Avenue**

THIS COMPENSATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Riverside, a California charter city and municipal corporation, the Successor Agency to the Redevelopment Agency of the City of Riverside, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Office of Education, Riverside Unified School District, Alvord Unified School District, Riverside Community College District, Western Municipal Water District, Metropolitan Water District of Southern California, Riverside Corona Resource Conservation District, Riverside County Regional Park and Open Space District, Jurupa Park and Recreation District, and Northwest Mosquito Abatement District (collectively herein referred to as "Taxing Entities" and "Parties").

WHEREAS, the Health and Safety Code Section 34180 (f)(1) of Assembly Bill 1484 ("AB 1484") provides "If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own fund and under its auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax...for the value of the property retained."; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Riverside ("Successor Agency") owns a historic property, within the Merged Downtown/Airport Industrial – Hunter Park/Northside Redevelopment Project Area, located at 3750 and 3768 Main Street, and 3675 University Avenue bearing the Assessor's Parcel numbers 213-271-005, 006 and 007, which is known as the Imperial Hardware Building ("Property") and said Property is a significant resource to the City of Riverside; and

WHEREAS, the Property is recognized by the City of Riverside as a vital opportunity site for preservation, restoration, job creation and economic development. The use of this Property as future development is addressed in the Successor Agency's Long Range Property Management Plan, which is required by AB 1484. The preservation, restoration and adaptive re-use of the Property plays a critical role in maintaining the City of Riverside's historic character and identity. As such, the Successor Agency desires to transfer this Property to the City of Riverside for future development as authorized under AB 1484; and

WHEREAS, the City of Riverside's ownership and control of the Property for future development, which includes the disposition and oversight of the preservation, restoration and adaptive re-use of the Property, are necessary to achieve the City of Riverside's historic preservation of a significant resource and economic development objectives for the benefit of the community as a whole; and

WHEREAS, in addition to the City of Riverside, the affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the Property; and

WHEREAS, the Taxing Entities were informed of the Successor Agency's strategy and vision concerning the transfer of the Property to the City of Riverside for future development.

NOW THEREFORE, the Taxing Entities are voluntarily entering into this Compensation Agreement as follows:

1. **Long Range Property Management Plan:** Pursuant to AB 1484, the required Long Range Property Management Plan was presented to and approved by the Oversight Board on August 15, 2013, along with this Compensation Agreement. The Long Range Property Management Plan is subject to the State Department of Finance review.
2. **Transfer the Property to the City:** The Taxing Entities agree that the Successor Agency shall transfer the Property to the City of Riverside for Zero Dollars (\$0) in consideration for the City's obligations set forth below:
  - a. The City of Riverside shall be solely responsible for implementing the development of the Property, which shall include identifying a buyer for the Property. Once a buyer is identified and selected, the City of Riverside shall use its best efforts to work with the buyer to facilitate a project that will culminate in producing a property tax revenue stream that is greater than the current property tax revenue benefitting and compensating the Taxing Entities.
  - b. The City of Riverside shall assist the buyer in working with the adjacent property owners to assemble additional properties in order to facilitate a larger development project rather than a project solely using the Property.
3. **Forbearance of Sale:** The Taxing Entities agree that by consenting to the Successor Agency's transfer of the Property to the City of Riverside for Zero Dollars (\$0) that such consent is a forbearance of the sale proceeds. The Taxing Entities understand and acknowledge that the City of Riverside is a critical stakeholder and will use its best efforts to put forth a high quality development at the subject Property.
4. **Property Tax Revenue:** The Taxing Entities understand and acknowledge that, by facilitating the future development of the Property, the City of Riverside will provide: if necessary, financial backing and the due diligence necessary to facilitate a high quality development which will generate a greater economic benefit to the Taxing Entities by providing an increase in property tax revenue.
5. **Sales Tax Revenue:** The Taxing Entities also understand and acknowledge that a high quality development of the Property will also produce an increase in sales tax revenue.
6. **Development Impact Fees:** The buyer of the Property will be responsible for paying all applicable Development Impact Fees further benefitting the Taxing Entities.
7. **Authorization:** The individuals executing this Compensation Agreement, on behalf of their public entities, are representing and warranting that they have the legal power, right

and actual authority to bind the entities they represent to the terms and conditions hereof and thereof.

8. **Amendment to the Compensation Agreement:** This Compensation Agreement may be modified or amended only by a written agreement executed by the City of Riverside and the Taxing Entities.
9. **Compensation Agreement:** This Compensation Agreement constitutes a final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the transfer of the Property to the City of Riverside for future development, and supersedes all prior and contemporaneous understandings or agreements between the Parties. Neither party has been induced to enter into this Compensation Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this Compensation Agreement.

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

<p><b>City of Riverside</b>, a California Charter city and municipal corporation</p> <p>By: _____ City Manager</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Deputy City Attorney</p>	<p><b>County of Riverside</b>, a political subdivision of the State of California</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>Attest</p> <p>By: _____ Clerk of the Board of Supervisors</p> <p>Approved as to Form:</p> <p>By: _____ County Counsel</p>
<p><b>Successor Agency to the Redevelopment Agency of the City of Riverside</b>, a public entity, corporate and politic</p> <p>By: _____ City Manager on behalf of the Successor Agency to the Redevelopment Agency of the City of Riverside</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Successor Agency General Counsel</p>	

<p><b>Riverside County Flood Control &amp; Water Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Office of Education, a service agency</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside Community College District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>



<p><b>Western Municipal Water District, a municipal water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Metropolitan Water District of Southern California, a metropolitan water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Corona Resource Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Regional Park and Open Space District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>

<p><b>Alvord Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Jurupa Park and Recreation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Northwest Mosquito Abatement District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	



**COMPENSATION AGREEMENT  
FOR THE FARM HOUSE MOTEL**

**1393 University Avenue**

THIS COMPENSATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Riverside, a California charter city and municipal corporation, the Successor Agency to the Redevelopment Agency of the City of Riverside, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Office of Education, Riverside Unified School District, Riverside Community College District, Moreno Valley Unified School District, Edgemont Community Service District, Western Municipal Water District, San Jacinto Conservation District, Metropolitan Water District of Southern California, Riverside Corona Resource Conservation District, Riverside County Regional Park and Open Space District and Northwest Mosquito Abatement District (collectively herein referred to as "Taxing Entities" and "Parties").

WHEREAS, the Health and Safety Code Section 34180 (f)(1) of Assembly Bill 1484 ("AB 1484") provides "If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own fund and under its auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax...for the value of the property retained."; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Riverside ("Successor Agency") owns a historic property, within the University Corridor/Sycamore Canyon Merged Redevelopment Project Area, located at 1393 University Avenue bearing the Assessor's Parcel number 250-190-009, which is known as the Farm House Motel ("Property") and said Property is a significant resource to the City of Riverside; and

WHEREAS, the Property is recognized by the City of Riverside as a vital opportunity site for preservation, restoration, job creation and economic development. The use of this Property as future development is addressed in the Successor Agency's Long Range Property Management Plan, which is required by AB 1484. The preservation, restoration and adaptive re-use of the Property plays a critical role in maintaining the City of Riverside's historic character and identity. As such, the Successor Agency desires to transfer this Property to the City of Riverside for future development as authorized under AB 1484; and

WHEREAS, the City of Riverside's ownership and control of the Property for future development, which includes the disposition and oversight of the preservation, restoration and adaptive re-use of the Property, are necessary to achieve the City of Riverside's historic preservation of a significant resource and economic development objectives for the benefit of the community as a whole; and

WHEREAS, in addition to the City of Riverside, the affected Taxing Entities are stakeholders in the sale proceeds and property tax revenues of the Property; and

WHEREAS, the Taxing Entities were informed of the Successor Agency's strategy and vision concerning the transfer of the Property to the City of Riverside for future development.

NOW THEREFORE, the Taxing Entities are voluntarily entering into this Compensation Agreement as follows:

1. **Long Range Property Management Plan:** Pursuant to AB 1484, the required Long Range Property Management Plan was presented to and approved by the Oversight Board on August 15, 2013, along with this Compensation Agreement. The Long Range Property Management Plan is subject to the State Department of Finance review.
2. **Transfer the Property to the City:** The Taxing Entities agree that the Successor Agency shall transfer the Property to the City of Riverside for Zero Dollars (\$0) in consideration for the City's obligations set forth below:
  - a. The City of Riverside shall be solely responsible for implementing the development of the Property, which shall include identifying a buyer for the Property. Once a buyer is identified and selected, the City of Riverside shall use its best efforts to work with the buyer to facilitate a project that will culminate in producing a property tax revenue stream that is greater than the current property tax revenue benefitting and compensating the Taxing Entities.
  - b. The City of Riverside shall assist the buyer in working with the adjacent property owners to assemble additional properties in order to facilitate a larger development project rather than a project solely using the Property.
3. **Forbearance of Sale:** The Taxing Entities agree that by consenting to the Successor Agency's transfer of the Property to the City of Riverside for Zero Dollars (\$0) that such consent is a forbearance of the sale proceeds. The Taxing Entities understand and acknowledge that the City of Riverside is a critical stakeholder and will use its best efforts to put forth a high quality development at the subject Property.
4. **Property Tax Revenue:** The Taxing Entities understand and acknowledge that, by facilitating the future development of the Property, the City of Riverside will provide: if necessary, financial backing and the due diligence necessary to facilitate a high quality development which will generate a greater economic benefit to the Taxing Entities by providing an increase in property tax revenue.
5. **Sales Tax Revenue:** The Taxing Entities also understand and acknowledge that a high quality development of the Property will also produce an increase in sales tax revenue.
6. **Development Impact Fees:** The buyer of the Property will be responsible for paying all applicable Development Impact Fees further benefitting the Taxing Entities.
7. **Authorization:** The individuals executing this Compensation Agreement, on behalf of their public entities, are representing and warranting that they have the legal power, right and actual authority to bind the entities they represent to the terms and conditions hereof

and thereof.

8. **Amendment to the Compensation Agreement:** This Compensation Agreement may be modified or amended only by a written agreement executed by the City of Riverside and the Taxing Entities.
  
9. **Compensation Agreement:** This Compensation Agreement constitutes a final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the transfer of the Property to the City of Riverside for future development, and supersedes all prior and contemporaneous understandings or agreements between the Parties. Neither party has been induced to enter into this Compensation Agreement and neither party is relying on any representation or warranty outside those expressly set forth in this Compensation Agreement.

IN WITNESS WHEREOF, the interested Parties have caused this Compensation Agreement to be duly executed the day and year first above written.

<p><b>City of Riverside</b>, a California Charter city and municipal corporation</p> <p>By: _____ City Manager</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Deputy City Attorney</p>	<p><b>County of Riverside</b>, a political subdivision of the State of California</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>Attest</p> <p>By: _____ Clerk of the Board of Supervisors</p> <p>Approved as to Form:</p> <p>By: _____ County Counsel</p>
<p><b>Successor Agency to the Redevelopment Agency of the City of Riverside</b>, a public entity, corporate and politic</p> <p>By: _____ City Manager on behalf of the Successor Agency to the Redevelopment Agency of the City of Riverside</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ City Clerk</p> <p>Approved as to Form:</p> <p>By: _____ Successor Agency General Counsel</p>	

<p><b>Riverside County Flood Control &amp; Water Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Office of Education, a service agency</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside Community College District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>



<p><b>Western Municipal Water District, San Jacinto Conservation District, a municipal water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Metropolitan Water District of Southern California, a metropolitan water district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Riverside Corona Resource Conservation District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Riverside County Regional Park and Open Space District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>

<p><b>Moreno Valley Unified School District, a public school district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	<p><b>Edgemont Community Service District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>
<p><b>Northwest Mosquito Abatement District, a special district</b></p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p> <p>By: _____ Name: _____ Its: _____</p> <p>Dated: _____</p>	



## Agenda Item (VI-B-6-i)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-i)
Subject	Agreement for Facilities Planning and Construction Services with Professional Personnel Leasing, Inc.
College/District	District
Funding	Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the agreement with Professional Personnel Leasing, Inc. for \$122,650, using Measure C Funds, to provide consulting services to assist District with coordination of construction efforts, and to assist the District with project management, state resource development plans and project oversight for Facilities Planning & Development.

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### Background Narrative:

Attached for the Board's review and consideration is an agreement between Riverside Community College District and Professional Personnel Leasing, Inc. to provide professional consulting services to coordinate construction efforts at Moreno Valley College, Norco College and Riverside City College. The consultant will perform services under the direction of the District Chief of Staff and Facilities Development, in coordination with College Presidents and Vice Presidents for Business Services related to capital facilities. Consultant will serve as a resource to, and act as a liaison with college stakeholders, and the construction team/District staff with regard to capital facilities issues. The Consultant will develop energy initiatives for all colleges within the District with the intent of reducing or eliminating energy costs; and ensure compliance with Prop 39 funds; planning; state resource development plans; and project oversight. Term of agreement is from August 1, 2014 through June 30, 2015.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

### Attachments:

[PPL 2014-15 Agreement-Consulting Services](#)

AGREEMENT BETWEEN  
PROFESSIONAL PERSONNEL LEASING, INCORPORATED  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is between, Riverside community college District (hereinafter “District”) and Professional Personnel Leasing, Inc., (hereinafter “PPL”) and provides:

1. The district will contract with Professional Personnel Leasing, Inc. to provide Facilities Consulting services through the services of an independent contractor, namely Lauren K. Thurman, hereinafter referred to as Consultant, to assist the District with the coordination of construction and planning efforts at Moreno Valley College, Norco College and Riverside City College to ensure the facilities are planned, and meet the needs of the college in a cost effective manner. Consultant will develop energy initiatives for all colleges within the District with the intent of reducing or eliminating energy costs; and ensure compliance with Prop 39 funds, planning, state resource plans and project oversight. Services for the District will be under the direction of the Chief of Staff and Facilities Development at the District. More specific services are described in Attachment A, Description of Consulting Services, which is attached to this agreement and incorporated herein.
2. Services provided under this agreement will be from August 1, 2014 through June 30, 2015. The District or PPL may terminate their agreement early for convenience by written notice thirty (30) days in advance of termination.
3. PPL will be paid Eleven thousand one hundred fifty dollars (\$11,150.00) per month in remuneration for the provision of the consultant services described herein.
4. The District shall reimburse PPL for travel costs Consultant incurs in the fulfilment of the services described herein. The mileage rate will be as established by the Internal Revenue Service on an annual basis for appropriate mileage rate reimbursements. Consultant will maintain a mileage log which will be provided to the District each month as part of the monthly invoice for services. Mileage to the first District site of the day and from the last District site of the day will not be billed.
5. It is understood that Consultant, Laurens K. Thurman is not an employee or servant of District regardless of nature and extend of the acts performed by Consultant; that inasmuch as said the Consultant shall not be an employee of District, , District does not assume liability under law for any act of the Consultant performing or traveling pursuant to this Agreement. Furthermore, as the Consultant is a self-employed independent contractor, neither the District nor PPL shall be

responsible for the payment of any unemployment insurance, Worker's Compensation Insurance, Social Security of Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Consultant.

6. To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.
7. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and PPL, but is, rather, an agreement by and between the independent contractors, these being District and PPL.
8. Regarding the services to be provided, to the extent that the law allows, Consultant will discharge those duties, which are consistent with his/her status as an independent contractor. Consultant will not supervise any employee of the District. It is further understood and agreed, it is a District and the consultant's responsibility to ensure that a true independent contractor relationship is established and maintained.
9. The first billing will be made in September and continue monthly until the assignment is completed. Payments are to be made to Professional Personnel Leasing, Inc. c/o:

Dr. Guy F. Lease  
Executive Vice President – Chief Financial Officer  
P.O. Box 17457  
South Lake Tahoe, CA 96151

The contract includes the terms and conditions as printed and set forth in this Agreement, and both parties, by executing this Agreement, agree to comply with such terms and conditions.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Agreement, including all Contract documents as indicated:

CONTRACT #RCCD0612

TAX ID # 33-0205012

RIVERSIDE COMMUNITY COLLEGE DISTRICT

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Aaron Brown

Vice Chancellor, Business and Financial Services

4800 Magnolia Avenue

Riverside, CA 92506

Tel: 951-222-8789

PROFESSIONAL PERSONNEL LEASING, INCORPORATED

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Guy F. Lease, Ed.D.

Executive Vice President – Chief Financial Officer

P.O. Box 17457

South Lake Tahoe, CA 96151

Tel: 530-307-9765

[guy.lease@gmail.com](mailto:guy.lease@gmail.com)

*Attachment A*

INDEPENDENT CONTRACTOR

PROFESSIONAL PERSONNEL LEASING, INCORPORATED

LAURENS K. THURMAN

Facilities Consultant

DESCRIPTION OF CONSULTING SERVICES:

1. The consultant will coordinate construction efforts at Moreno Valley College, Norco College and Riverside City College under the direction of the Chief of Staff and Facilities Development at the District. This coordination will consist of acting as a liaison between the college and the construction team/district staff with regard to capital facilities issues. The consultant will act to facilitate input from the colleges while not impeding the progress of construction projects, trying to ensure the facilities will meet the needs of the college while making an effort to lower the operating costs to the college resulting from any construction. The consultant will develop energy initiatives for all colleges within the District with the intent of reducing or eliminating energy cost; and ensure compliance with Prop 39 funds, planning, state resource plans and project oversight. The consultant will assist in development of operational protocols, processes and program development for the Office of Facilities Planning and Development.
2. The consultants work must be flexible based on construction needs at any given time, are expected to-roughly be divided between 15% Moreno Valley College, 15% Norco College, 50% Riverside City College and 20% District energy saving initiatives and operational systems and protocol.
3. The services of Thurman specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, Thurman shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5





## Agenda Item (VI-B-7)

Meeting 6/17/2014 - Regular

Agenda Item Consent Agenda Action (VI-B-7)

Subject Out-of-State Travel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve the out-of-state travel.

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### Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

Prepared By: Irving Hendrick, Interim Chancellor  
Michelle Haeckel, Administrative Assistant, Office of the Chancellor

### Attachments:

[Out-of-State Travel\\_061714](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: June 17, 2014

It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Ms. Jodi Julian, associate professor, performing arts, to travel to Walton, Kansas, June 3-9, 2014, to participate in a re-shoot of a short film entitled, "First Day of August." There is no cost to the District. (Ms. Julian participated in the filming of the film in November and December, 2013, and wasn't notified until recently of the re-shoot. Therefore, it was not included on the May, 2014, travel report.)

Current:

*Moreno Valley College:*

- 2) Ms. Lizette Tenorio, veterans services specialist, to travel to Irving, Texas, July 23-26, 2014, to attend the Western Association of Veterans Education Specialist Conference. Estimated cost: \$1,679.38. Funding source: the general fund.

*Norco College:*

None

*Riverside City College:*

- 3) Mr. Jose Diaz, program director, Upward Bound, to travel to Washington, DC, September 6-10, 2014, to attend the Council for Opportunity in Education Annual conference: Trio Professional Development. Estimated funds: \$3,710.61. Funding source: Upward Bound grant fund.
- 4) Ms. Helena Largent, veterans services coordinator, to travel to Irving, Texas, July 20-24, 2014, to attend the Western Association of Veterans Education Conference. Estimated cost: \$1,498.18. Funding source: restricted funds.
- 5) Mr. Santos Martinez, veterans services specialist, to travel to Irving, Texas, July 20-24, 2014, to attend the Western Association of Veterans Education Conference. Estimated cost: \$1,498.18. Funding source: restricted funds.
- 6) Mr. Patrick Scullin, assistant professor, applied technology, to travel to Kansas City, Missouri, June 22-28, 2014, to attend faculty development at the National SkillsUSA Leadership Conference. Estimated cost: \$2,370.00. Funding source: Perkins IC grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: June 17, 2014

*Riverside Community College District:*

- 7) Ms. Mary Figueroa, Member, Board of Trustees, to travel to West Harrison, New York, July 17-20, 2014, to attend the Association of Community College Trustees 2014 Board of Directors Retreat. Estimated cost: \$1,600.00. Funding source: the general fund.
- 8) Ms. Sherry Stone, coordinator, district safety and emergency planning, to travel to Chicago, Illinois, July 20-25, 2014, to attend the High Impact Technology Exchange Conference. There is no cost to the District.

## Agenda Item (VI-B-8-a)

Meeting	6/17/2014 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Surplus Property
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

---

### Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement. Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Bill Bogle, Controller

### Attachments:

[06172014\\_Surplus Property List](#)

**SURPLUS PROPERTY  
JUNE 17, 2014**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	SHARP	PROJECTOR BAG	NONE	NONE	NONE
1	GATEWAY	LAPTOP BAG	NONE	NONE	NONE
1	PEERLESS	LCD TV BAG	NONE	NONE	NONE
1	ANCHOR	8" SPEAKER	AN 130	H501509	NONE
1	ANCHOR	8" SPEAKER	AN130U1	C200423	NONE
1	ANCHOR	8" SPEAKER	AN 130	F501165	NONE
1	ANCHOR	8" SPEAKER	AN130	H800738	NONE
1	ROLLS	MINI LINE MIXER	NONE	2511257	NONE
1	PURELAND	2'X2' METAL CEILING PLATE	NONE	NONE	NONE
1	DOUG FLEENOR	INTERFACE	DM2IPLAY	107089	NONE
1	UNKNOWN	BOX OF COAXIAL CABLE	NONE	NONE	NONE
1	MICROSOFT	WIRELESS KEYBOARD	1014	7.6642E+12	NONE
1	API	CLOSED CAPTION DECODER	1101	87512	NONE
1	MR. COFFEE	COFFEE MAKER W/CARAFE	BVMCEJX33	NONE	NONE
1	UNKNOWN	3" WHITE 3 RING BINDER	NONE	NONE	NONE
1	PEERLESS	PROJECTOR MOUNT PIECES	NONE	NONE	NONE
1	NONE	3'X2' WHITE BOARD	NONE	NONE	NONE
1	MOTOROLA	TALK ABOUT CHARGER BASE	T5320	1564200R07	NONE
1	MOTOROLA	TALK ABOUT UNITS	NONE	NONE	NONE
1	USHIO	OVERHEAD BULBS 82WX360 VOLTS	NONE	NONE	NONE
1	GE	OVERHEAD BULBS 82WX300VOLTS	NONE	NONE	NONE
1	EIKO	OVERHEAD BULBS 600WX125VOLTS	DVS-5	NONE	NONE
1	GE	OVERHEAD BULBS 600WX120VOLTS	NONE	NONE	NONE
1	GE	OVERHEAD BULBS 123WX100VOLTS	NONE	NONE	NONE
1	GE	OVERHEAD BULBUS 82WX85VOLTS	NONE	NONE	NONE
1	GE	75WX123V BULB	NONE	NONE	NONE
1	PHOTOFLOOD	115EX120VOLTS	NONE	NONE	NONE
1	UNKNOWN	BNC, COAXIAL CBLES	NONE	NONE	NONE
1	GATEWAY	MONITOR	700G	5C50N02635	NONE
1	BROTHER	LABELER	PT8000	B83248686	31752
1	DA-LITE	6'PROJECTOR SCREENS	NONE	NONE	NONE
1	BRETFORD	5'	SERIES 65	NONE	NONE
1	HAKO	SOILDERING STATION	926	9261521409	NONE
1	VIEWSONIC	VP191B	NONE	A1W050523671	NONE
1	PEERLESS	VCR MOUNT BRKT	NONE	NONE	39345
1	PEERLESS	VCR MOUNT	PM600	NONE	NONE
1	BOSE	OVERHEAD	NONE	58707	NONE
1	LUCASEY	STABILIZIER KIT	NONE	NONE	7169
1	TANBERG	STUDENT RECORDER	TSR5944	7207001902	NONE
1	UNKNOWN	DUAL MONTABLE POWER RECEPTICLES		NONE	NONE
1	TELEX	COPYETTE	300350000	33893	NONE
1	PEERLESS	26'-58' PULL OUT TV MONITOR	SP850-UNLP-GE	NONE	NONE
1	PURELAND	PROJECTOR LAMP PX-21	LMP-P202	NONE	NONE
1	PURELAND	PROJECTOR LAMP	LMP-201	NONE	NONE
1	SHARP	PROJECTOR LAMP	XGE100043	NONE	NONE
1	ANCHOR	GREY SPEAKER STANDS	B4007207	NONE	NONE
1	ULTIMATE	BLACK SPEAKER STANDS	NONE	NONE	NONE
1	BOGEN	CAMERA TRIPOD	3033	NONE	NONE

**SURPLUS PROPERTY**  
**JUNE 17, 2014**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HITACHI	PROJECTOR	CP-X260	F6JU00844	NONE
1	SONY	PROJECTOR	VPL-CS3	16683	34146
1	HITACHI	PROJECTOR	CPX-260	NONE	NONE
1	HITACHI	PROJECTOR	CPX-445	F7A004413	36538
1	SONY	PROJECTOR	VPL-PX11	6509163	33791
1	HITACHI	PROJECTOR	CPX-445	F7D005015	22733
1	SONY	PROJECTOR	VPL-PX21	12310	36184

## Agenda Item (VII-A)

Meeting 6/17/2014 - Regular  
Agenda Item Consent Agenda Information (VII-A)  
Subject Monthly Financial Report for Month Ending – May 31, 2014  
College/District District  
Information Only

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### Background Narrative:

See the attached monthly Financial Report for the period July 1, 2013 through May 31, 2014.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services  
Bill Bogle, Controller

### Attachments:

[06172014\\_Financial Report for July-May 2014](#)

MONTHLY FINANCIAL REPORT  
JULY 1, 2013 – MAY 31, 2014

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the District from state apportionments, county or local taxes are deposited in this resource.

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 134,711,086	\$ 138,958,089	\$ 139,022,089	\$ 113,468,964
Inter/Intrafund Transfer from				
La Sierra Capital Fund (Resource 4130)	2,000,000	0	0	0
Customized Solutions (Resource 1170)	0	67,407	67,407	0
District Bookstore (Resource 1110)	250,000	350,000	350,000	287,500
Total Revenues	<u>\$ 136,961,086</u>	<u>\$ 139,375,496</u>	<u>\$ 139,439,496</u>	<u>\$ 113,756,464</u>
Expenditures				
Academic Salaries	\$ 59,705,808	\$ 62,443,692	\$ 63,224,389	\$ 56,737,010
Classified Salaries	26,625,541	28,231,312	28,601,592	25,032,837
Employee Benefits	28,846,259	31,235,017	29,959,380	25,163,936
Materials & Supplies	1,518,326	2,368,078	2,192,052	1,650,683
Services	11,163,307	15,053,094	14,759,060	10,381,981
Capital Outlay	1,294,932	1,010,689	1,634,759	538,151
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	498,868
Center for Social Justice and Civil Liberties (Resource 1120)	0	99,373	99,373	74,530
Federal Work Study (Resource 1190)	322,534	327,494	327,494	236,226
Veteran Services (Resource 1190)	0	4,842	4,842	4,842
ACA: Expansion of PA Training 1190)	0	0	34,650	34,650
General Fund Backfill (Resource 1190)	751,862	215,625	215,625	79,860
Interfund Transfer to:				
Resource 4130	0	1,270,000	1,270,000	952,500
Resource 6100	1,500,000	1,500,000	1,500,000	1,125,000
Total Expenditures	<u>\$ 132,393,726</u>	<u>\$ 144,424,373</u>	<u>\$ 144,488,373</u>	<u>\$ 122,511,074</u>
Revenues Over (Under) Expenditures	\$ 4,567,360	\$ (5,048,877)	\$ (5,048,877)	\$ (8,754,610)
Beginning Fund Balance	6,840,049	11,407,409	11,407,409	11,407,409
Ending Fund Balance	<u>\$ 11,407,409</u>	<u>\$ 6,358,532</u>	<u>\$ 6,358,532</u>	<u>\$ 2,652,799</u>
Ending Cash Balance				<u>\$ 8,521,757</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,371,097	\$ 2,329,739	\$ 2,329,739	\$ 2,307,834
Expenditures				
Classified Salaries	\$ 1,481,460	\$ 1,487,396	\$ 1,492,938	\$ 1,283,921
Employee Benefits	572,864	569,710	551,686	487,235
Materials & Supplies	38,407	49,555	50,085	27,301
Services	595,364	543,757	555,760	383,648
Capital Outlay	129,925	173,000	172,949	111,883
Total Expenditures	\$ 2,818,020	\$ 2,823,418	\$ 2,823,418	\$ 2,293,988
Revenues Over (Under) Expenditures	\$ (446,923)	\$ (493,679)	\$ (493,679)	\$ 13,846
Beginning Fund Balance	644,289	197,366	197,366	197,366
Ending Fund Balance	\$ 197,366	\$ (296,313)	\$ (296,313)	\$ 211,212
Ending Cash Balance				\$ 251,354

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three colleges.

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,280,925	\$ 1,304,925	\$ 1,304,925	\$ 1,169,283
Expenditures				
Academic Salaries	\$ 256,730	\$ 318,987	\$ 323,995	\$ 293,376
Classified Salaries	606,300	588,661	578,488	452,877
Employee Benefits	180,296	177,759	185,574	136,501
Materials & Supplies	49,508	66,078	76,568	49,132
Services	261,107	255,101	251,526	154,910
Capital Outlay	239	31,786	22,221	5,880
Total Expenditures	\$ 1,354,180	\$ 1,438,372	\$ 1,438,372	\$ 1,092,676
Revenues Over (Under) Expenditures	\$ (73,255)	\$ (133,447)	\$ (133,447)	\$ 76,607
Beginning Fund Balance	1,960,089	1,886,834	1,886,834	1,886,834
Ending Fund Balance	\$ 1,886,834	\$ 1,753,387	\$ 1,753,387	\$ 1,963,441
Ending Cash Balance				\$ 1,915,866

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 399,419	\$ 438,878	\$ 438,878	\$ 157,666
Expenditures				
Academic Salaries	\$ 4,310	\$ 4,272	\$ 4,339	\$ 3,916
Classified Salaries	220,790	207,610	209,299	112,973
Employee Benefits	57,017	59,123	57,367	34,108
Materials & Supplies	1,162	1,200	1,200	1,176
Services	230,472	157,275	157,275	78,311
Total Expenditures	\$ 513,751	\$ 429,480	\$ 429,480	\$ 230,484
Revenues Over (Under) Expenditures	\$ (114,332)	\$ 9,398	\$ 9,398	\$ (72,818)
Beginning Fund Balance	(49,063)	(163,395)	(163,395)	(163,395)
Ending Fund Balance	\$ (163,395)	\$ (153,997)	\$ (153,997)	\$ (236,213)
Ending Cash Balance				\$ (234,528)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Performance Riverside is used to record the revenues and expenditures associated with Performance Riverside activities.

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 518,401	\$ 380,304	\$ 380,304	\$ 290,470
Expenditures				
Academic Salaries	\$ 2,994	\$ 86,957	\$ 88,273	\$ 63,175
Classified Salaries	286,078	146,500	148,547	162,132
Employee Benefits	108,995	94,041	90,678	78,324
Materials & Supplies	18,066	9,587	9,587	12,101
Services	332,594	172,450	172,450	305,574
Total Expenditures	\$ 748,727	\$ 509,535	\$ 509,535	\$ 621,306
Revenues Over (Under) Expenditures	\$ (230,326)	\$ (129,231)	\$ (129,231)	\$ (330,836)
Beginning Fund Balance	(269,707)	(500,033)	(500,033)	(500,033)
Ending Fund Balance	\$ (500,033)	\$ (629,264)	\$ (629,264)	\$ (830,869)
Ending Cash Balance				\$ (813,531)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
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Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's Bookstore operations.

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 769,350	\$ 890,772	\$ 890,772	\$ 708,175
Expenditures				
Materials & Supplies	\$ 30	\$ 0	\$ 0	\$ 0
Services	43,770	43,770	43,770	32,728
Interfund Transfer to				
Food Services (Resource 3200)	441,414	577,569	577,569	433,177
Intrafund Transfer to				
General Operating (Resource 1000)	250,000	350,000	350,000	287,500
Total Expenditures	\$ 735,214	\$ 971,339	\$ 971,339	\$ 753,405
Revenues Over (Under) Expenditures	\$ 34,136	\$ (80,567)	\$ (80,567)	\$ (45,230)
Beginning Fund Balance	56,242	90,378	90,378	90,378
Ending Fund Balance	\$ 90,378	\$ 9,811	\$ 9,811	\$ 45,148
Ending Cash Balance				\$ 45,148

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
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Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's Bookstore operations.

**Fund 12, Resource 1120 - Center for Social Justice and Civil Liberties**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 59,056	\$ 25,014	\$ 25,014	\$ 25,041
Intrafund Transfer from General Operating (Resource 1000)	0	99,373	99,373	74,530
Total Revenues	\$ 59,056	\$ 124,387	\$ 124,387	\$ 99,571
Expenditures				
Academic Salaries	\$ 5,555	\$ 0	\$ 0	\$ 0
Classified Salaries	0	50,651	35,340	29,450
Employee Benefits	269	35,771	21,530	15,700
Materials & Supplies	2,735	262	1,934	730
Services	54,980	31,320	58,100	32,441
Capital Outlay	900	0	1,100	0
Total Expenditures	\$ 64,439	\$ 118,004	\$ 118,004	\$ 78,321
Revenues Over (Under) Expenditures	\$ (5,383)	\$ 6,383	\$ 6,383	\$ 21,250
Beginning Fund Balance	0	(5,383)	(5,383)	(5,383)
Ending Fund Balance	\$ (5,383)	\$ 1,000	\$ 1,000	\$ 15,867
Ending Cash Balance				\$ 15,867

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 248,022	\$ 1,118,659	\$ 1,746,249	\$ 205,148
Expenditures				
Academic Salaries	\$ 5,766	\$ 111,564	\$ 107,898	\$ 34,967
Classified Salaries	37,344	101,830	101,830	107,018
Employee Benefits	17,344	60,497	65,673	49,076
Materials & Supplies	9,604	164,250	169,000	10,114
Services	158,993	473,761	1,095,091	336,090
Capital Outlay	184	1,000	1,000	0
Intrafund Transfer For:				
General Fund (Resource 1000)	0	67,407	67,407	0
Total Expenditures	\$ 229,235	\$ 980,309	\$ 1,607,899	\$ 537,265
Revenues Over (Under) Expenditures	\$ 18,787	\$ 138,350	\$ 138,350	\$ (332,117)
Beginning Fund Balance	73,559	92,346	92,346	92,346
Ending Fund Balance	\$ 92,346	\$ 230,696	\$ 230,696	\$ (239,771)
Ending Cash Balance				\$ (237,424)



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,514,400	\$ 1,493,550	\$ 1,493,550	\$ 728,784
Expenditures				
Services	\$ 215,139	\$ 352,887	\$ 352,887	\$ 194,018
Capital Outlay	56,403	4,264,139	4,264,139	218,313
Total Expenditures	\$ 271,542	\$ 4,617,026	\$ 4,617,026	\$ 412,331
Revenues Over (Under) Expenditures	\$ 1,242,858	\$ (3,123,476)	\$ (3,123,476)	\$ 316,453
Beginning Fund Balance	6,167,452	7,410,310	7,410,310	7,410,310
Ending Fund Balance	\$ 7,410,310	\$ 4,286,834	\$ 4,286,834	\$ 7,726,763
Ending Cash Balance				\$ 7,726,763

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 22,357,653	\$ 31,393,439	\$ 34,364,621	\$ 19,480,927
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	1,008,530	774,302	665,157	498,868
For Federal Work Study	322,534	327,494	327,494	236,226
For Matriculation	332,749	0	0	0
For Middle College High School	75,740	106,480	106,480	79,860
For Veteran Services	0	4,842	4,842	4,842
Total Revenues	<u>\$ 24,097,206</u>	<u>\$ 32,606,557</u>	<u>\$ 35,468,594</u>	<u>\$ 20,300,723</u>
Expenditures				
Academic Salaries	\$ 4,106,966	\$ 3,843,123	\$ 4,206,077	\$ 3,029,933
Classified Salaries	7,639,284	9,612,072	10,253,151	7,978,983
Employee Benefits	3,674,350	4,020,499	4,319,217	3,004,638
Materials & Supplies	1,576,677	2,474,432	2,655,382	745,334
Services	4,599,737	6,650,625	7,480,764	2,955,996
Capital Outlay	1,651,033	4,112,236	4,525,686	2,791,194
Student Grants (Financial, Book, Meal, Transportation)	849,159	1,893,570	2,028,317	791,259
Total Expenditures	<u>\$ 24,097,206</u>	<u>\$ 32,606,557</u>	<u>\$ 35,468,594</u>	<u>\$ 21,297,337</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (996,614)
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (996,614)</u>
Ending Cash Balance				<u>\$ (1,010,208)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED MAY 31, 2014**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,932,995	\$ 1,848,115	\$ 2,028,115	\$ 1,895,111
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>441,414</u>	<u>577,569</u>	<u>577,569</u>	<u>433,177</u>
Total Revenues	<u>\$ 2,374,409</u>	<u>\$ 2,425,684</u>	<u>\$ 2,605,684</u>	<u>\$ 2,328,288</u>
Expenditures				
Classified Salaries	\$ 740,126	\$ 803,600	\$ 823,770	\$ 719,578
Employee Benefits	257,626	297,755	301,030	247,074
Materials & Supplies	862,628	864,410	969,763	826,419
Services	149,651	150,131	177,664	141,702
Capital Outlay	<u>2,020</u>	<u>7,000</u>	<u>30,669</u>	<u>26,725</u>
Total Expenditures	<u>\$ 2,012,051</u>	<u>\$ 2,122,896</u>	<u>\$ 2,302,896</u>	<u>\$ 1,961,498</u>
Revenues Over (Under) Expenditures	\$ 362,358	\$ 302,788	\$ 302,788	\$ 366,790
Beginning Fund Balance	<u>9,632</u>	<u>371,990</u>	<u>371,990</u>	<u>371,990</u>
Ending Fund Balance	<u>\$ 371,990</u>	<u>\$ 674,778</u>	<u>\$ 674,778</u>	<u>\$ 738,780</u>
Ending Cash Balance				<u>\$ 732,099</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Child Care was established to manage the finances of the District's child care centers at all three colleges.

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,022,236	\$ 1,024,978	\$ 1,024,978	\$ 883,812
Expenditures				
Academic Salaries	\$ 514,616	\$ 557,619	\$ 561,062	\$ 450,298
Classified Salaries	143,415	208,221	210,077	167,444
Employee Benefits	127,714	162,253	146,051	91,627
Materials & Supplies	31,216	33,255	44,655	28,685
Services	114,293	50,840	50,343	31,012
Capital Outlay	1,628	40,304	40,304	22,101
Total Expenditures	\$ 932,882	\$ 1,052,492	\$ 1,052,492	\$ 791,167
Revenues Over (Under) Expenditures	\$ 89,354	\$ (27,514)	\$ (27,514)	\$ 92,645
Beginning Fund Balance	63,825	153,179	153,179	153,179
Ending Fund Balance	\$ 153,179	\$ 125,665	\$ 125,665	\$ 245,824
Ending Cash Balance				\$ 259,450

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160). The State has suspended funding Scheduled Maintenance.

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 9,728,785	\$ 4,120,840	\$ 5,164,670	\$ 3,085,719
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4170)	0	313,550	313,550	313,550
Total Revenues	\$ 9,728,785	\$ 4,434,390	\$ 5,478,220	\$ 3,399,269
Expenditures				
Capital Outlay	\$ 9,728,785	\$ 4,434,390	\$ 5,478,220	\$ 3,322,880
Total Expenditures	\$ 9,728,785	\$ 4,434,390	\$ 5,478,220	\$ 3,322,880
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 76,389
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 76,389
Ending Cash Balance				\$ 76,389

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 28,200	\$ 21,250	\$ 21,250	\$ 12,127
Inter/Intrafund Transfer from General Operating (Resource 1000)	0	1,270,000	1,270,000	952,500
Total Revenues	<u>\$ 28,200</u>	<u>\$ 1,291,250</u>	<u>\$ 1,291,250</u>	<u>\$ 964,627</u>
Expenditures	\$ 6,444	\$ 1,650	\$ 1,650	\$ 1,113
Services	0	7,202,885	7,202,885	0
Capital Outlay				
Interfund Transfer to General Operating (Resource 1000)	2,000,000	0	0	0
Total Expenditures	<u>\$ 2,006,444</u>	<u>\$ 7,204,535</u>	<u>\$ 7,204,535</u>	<u>\$ 1,113</u>
Revenues Over (Under) Expenditures	\$ (1,978,244)	\$ (5,913,285)	\$ (5,913,285)	\$ 963,514
Beginning Fund Balance	<u>7,891,529</u>	<u>5,913,285</u>	<u>5,913,285</u>	<u>5,913,285</u>
Ending Fund Balance	<u>\$ 5,913,285</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 6,876,799</u>
Ending Cash Balance				<u>\$ 6,876,799</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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 FOR THE PERIOD ENDED MAY 31, 2014**

General Obligation Series 2010D Capital Appreciation Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4170 - General Obligation Bond Series 2010D Capital Appreciation Bonds**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 33,568	\$ 20,000	\$ 20,000	\$ 9,663
Expenditures				
Classified Salaries	\$ 386,101	\$ 527,248	\$ 527,248	\$ 302,594
Employee Benefits	173,348	215,120	215,120	117,006
Services	588,102	677,820	677,820	470,746
Intrafund Transfer For:				
State Construction & Scheduled Maintenance (Resource 4100)	0	313,550	313,550	313,550
Capital Outlay	1,560,500	5,548,835	5,548,835	856,491
Total Expenditures	\$ 2,708,051	\$ 7,282,573	\$ 7,282,573	\$ 2,060,387
Revenues Over (Under) Expenditures	\$ (2,674,483)	\$ (7,262,573)	\$ (7,262,573)	\$ (2,050,724)
Beginning Fund Balance	9,268,957	6,594,474	6,594,474	6,594,474
Ending Fund Balance	\$ 6,594,474	\$ (668,099)	\$ (668,099)	\$ 4,543,750
Ending Cash Balance				\$ 4,555,346

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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General Obligation Series 2010D Build America Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4180 - General Obligation Bond Series 2010D Build America Bonds**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 452,764	\$ 1,219,456	\$ 1,219,456	\$ 164,870
Expenditures				
Classified Salaries	\$ 16,199	\$ 0	\$ 10,479	\$ 9,200
Employee Benefits	1,077	0	2,248	1,630
Materials & Supplies	635	0	8,507	8,506
Services	35,140	0	0	3,588
Capital Outlay	23,510,347	112,716,545	112,695,311	17,317,202
Total Expenditures	\$ 23,563,398	\$ 112,716,545	\$ 112,716,545	\$ 17,340,126
Revenues Over (Under) Expenditures	\$ (23,110,634)	\$ (111,497,089)	\$ (111,497,089)	\$ (17,175,256)
Beginning Fund Balance	77,006,286	53,895,652	53,895,652	53,895,652
Ending Fund Balance	\$ 53,895,652	\$ (57,601,437)	\$ (57,601,437)	\$ 36,720,396
Ending Cash Balance				\$ 36,733,738



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

**Fund 61, Resource 6100 - Health and Liability Self-Insurance**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,351,618	\$ 4,559,308	\$ 4,559,308	\$ 4,708,001
Interfund transfer from General Operating (Resource 1000)	1,500,000	1,500,000	1,500,000	1,125,000
Total Revenue	<u>\$ 5,851,618</u>	<u>\$ 6,059,308</u>	<u>\$ 6,059,308</u>	<u>\$ 5,833,001</u>
Expenditures				
Academic Salaries	\$ 0	\$ 0	\$ 0	\$ 409
Classified Salaries	158,167	184,549	187,446	179,721
Employee Benefits	66,553	75,259	72,362	61,198
Materials & Supplies	392	1,700	5,327	2,448
Services	6,306,443	5,577,442	5,571,855	5,223,391
Capital Outlay	5,413	15,000	16,960	26,679
Total Expenditures	<u>\$ 6,536,968</u>	<u>\$ 5,853,950</u>	<u>\$ 5,853,950</u>	<u>\$ 5,493,846</u>
Revenues Over (Under) Expenditures	\$ (685,350)	\$ 205,358	\$ 205,358	\$ 339,155
Beginning Fund Balance	<u>1,145,392</u>	<u>460,042</u>	<u>460,042</u>	<u>460,042</u>
Ending Fund Balance	<u>\$ 460,042</u>	<u>\$ 665,400</u>	<u>\$ 665,400</u>	<u>\$ 799,197</u>
Ending Cash Balance				<u>\$ 1,803,624</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers' compensation self-insurance program.

**Fund 61, Resource 6110 - Workers' Compensation Self-Insurance**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,344,649	\$ 2,425,660	\$ 2,425,660	\$ 2,253,270
Expenditures				
Classified Salaries	\$ 201,734	\$ 279,772	\$ 273,560	\$ 250,694
Employee Benefits	78,230	102,832	92,082	79,994
Materials & Supplies	495	1,300	4,156	2,054
Services	2,422,972	2,582,947	2,543,855	2,015,642
Capital Outlay	2,728	0	53,198	53,908
Total Expenditures	\$ 2,706,159	\$ 2,966,851	\$ 2,966,851	\$ 2,402,292
Revenues Over (Under) Expenditures	\$ (361,510)	\$ (541,191)	\$ (541,191)	\$ (149,022)
Beginning Fund Balance	3,193,460	2,831,950	2,831,950	2,831,950
Ending Fund Balance	\$ 2,831,950	\$ 2,290,759	\$ 2,290,759	\$ 2,682,928
Ending Cash Balance				\$ 4,886,693

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Associated Students of RCCD is used to record the financial transactions of the student government, college clubs, and organizations of the District. Revenue includes student activity fees, interest income, payphone commissions and athletic ticket sales.

**Associated Students of RCCD**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 594,712	\$ 860,000	\$ 860,000	\$ 877,028
Expenditures				
Materials & Supplies	\$ 637,604	\$ 755,745	\$ 756,505	\$ 648,865
Total Expenditures	\$ 637,604	\$ 755,745	\$ 756,505	\$ 648,865
Revenues Over (Under) Expenditures	\$ (42,892)	\$ 104,255	\$ 103,495	\$ 228,163
Beginning Fund Balance	848,614	805,722	805,722	805,722
Ending Fund Balance	<u>\$ 805,722</u>	<u>\$ 909,977</u>	<u>\$ 909,217</u>	<u>\$ 1,033,885</u>
ASRCCD Trust Fund Ending Balance	<u>\$ 1,114,982</u>			<u>\$ 1,029,202</u>
Ending Cash Balance				<u>\$ 2,055,170</u>

\*\* Note: Ending Cash Balnce includeds both ASRCCD Funds and Trust Funds for College and Students Organizations

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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Student Financial Aid is used to record financial transactions for scholarships given to students from the Federal Pell and FSEOG Grant Programs as well as the State's Cal Grant Program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 46,775,063</u>	<u>\$ 55,457,000</u>	<u>\$ 55,457,000</u>	<u>\$ 45,450,465</u>
Expenditures				
Other				
Scholarships and Grant				
Reimbursements	<u>\$ 46,767,408</u>	<u>\$ 55,457,000</u>	<u>\$ 55,457,000</u>	<u>\$ 45,060,618</u>
Total Expenditures	<u>\$ 46,767,408</u>	<u>\$ 55,457,000</u>	<u>\$ 55,457,000</u>	<u>\$ 45,060,618</u>
Revenues Over (Under) Expenditures	\$ 7,655	\$ 0	\$ 0	\$ 389,847
Beginning Fund Balance	<u>0</u>	<u>7,655</u>	<u>7,655</u>	<u>7,655</u>
Ending Fund Balance	<u>\$ 7,655</u>	<u>\$ 7,655</u>	<u>\$ 7,655</u>	<u>\$ 397,502</u>
Ending Cash Balance				<u>\$ 304,021</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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RCCD Development Corporation is used to account for financial transactions related to the Development Corporation. This Corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the State.

**RCCD Development Corporation**

	Prior Year Actuals 7-1-12 to 6-30-13	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 7
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (12)	\$ 0	\$ 0	\$ 7
Beginning Fund Balance	16,232	16,220	16,220	16,220
Ending Fund Balance	<u>\$ 16,220</u>	<u>\$ 16,220</u>	<u>\$ 16,220</u>	<u>\$ 16,227</u>
Ending Cash Balance				<u>\$ 16,227</u>

## Agenda Item (VIII-B-1)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

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### Background Narrative:

Presented for the Board's consideration and approval are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Prepared By: Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning  
Sylvia Thomas, Associate Vice Chancellor Ed Services

### Attachments:

[Proposed Curricular Changes\\_June 2014\\_backup 060914.pdf](#)

Course	Title	Location
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### 1. New Stand Alone Courses:

This course is being offered by Moreno Valley College for preparation into a law enforcement career:

ADJ-B2A	Law Enforcement Pre-Academy	M
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The following courses will provide students the opportunity to apply their work experience to specific areas:

GAM-200	Simulation and Game Development Work Experience	N
MUC-200	Commercial Music Work Experience	N
SCT-200	Supply Chain Technology Work Experience	N

### 2. New Courses:

The college would like to add this course to enhance the current honors program inventory:

ANT-1H	Honors Physical Anthropology	MNR
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### 3. Major Course Modifications:

The following course is being modified to update the Student Learning Outcomes (SLOs) and link them to the General Education Student Learning Outcomes (GESLOs) and to update the course materials:

DAN-D33	Jazz, Intermediate	NR
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The following course is being modified to update the course description, SLOs, course content, course materials and to add sample assignments:

MAT-10	Precalculus	MNR
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The following modification is proposed to update the course description, advisory skills, SLOs, course content, MOI, MOE, course materials and add sample assignments:

PHY-10	Introduction General Physics	MNR
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The following course is being modified to update the SLOs and link them to the new GESLOs, update the course content, MOI, MOE, course materials and add sample assignments:

PHY-11	Physics Laboratory	MNR
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### 4. Course Exclusions:

This course has not been offered in many years:

ART-42	Studio Figure Drawing	N
ART-43	Studio Figure Painting	N
ART-49	Studio Printmaking	N

The following course is cross-listed with PHI-32 and since the course does not transfer as a mathematics course, is not part of a math sequence and the math sections have had low enrollment, the math department would like to remove it from their inventory:

MAT-32	Introduction to Symbolic Logic	R
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This course has not been offered in many years:

PHI-22	Philosophy of Science	R
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### 5. Course Deletions:

The following course has not been offered since 2009:

ADJ-C8A	Facility Security Training	M
---------	----------------------------	---

The following course is being replaced by FIT-P1:

Course	Title	Location
FIT-P1B	Prevention 1B, Code Enforcement	M

The following courses have not been offered for many years:

PHI-20	History of Western Philosophy I: Greek, Roman and Medieval	R
PHI-21	History of Western Philosophy II: Modern and Contemporary	R

#### 6. New State Approved Degree:

Associate in Arts in Kinesiology for Transfer	M
Associate in Arts in Political Science for Transfer	N



ATTACHMENT A  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts in Political Science for Transfer

College: Norco College

The Associate in Arts in Political Science for Transfer degree is a curricular pattern designed specifically to transfer students as Political Science majors with junior status to the CSU system. Though the Associate in Arts in Political Science for Transfer also provides broad general preparation for Political Science majors entering any four-year university, students must consult the specific requirements of any non-CSU campus to which they are applying. Students earning the Associate in Arts in Political Science for Transfer will be provided with a deep appreciation of the social, economic and cultural dimensions of politics and encouraged to approach all political issues and ideas critically.

Upon successful completion of this program, students should be able to:

- Describe, explain, and evaluate American political institutions, political systems, policies and processes.
- Identify and analyze the major current global and domestic political theories and ideologies.
- Objectively explain critical issues in American, Comparative and World politics and be able to use theories and debates to argue convincingly in defense of a position, selecting examples to illustrate points and organizing these appropriately.
- Employ a variety of current social scientific methodologies in the research, analysis and evaluation of data.
- Demonstrate critical thinking ability including the understanding of alternative explanations and the forming of conclusions from the data presented.

<u>Required Courses (18-19 units)</u>		<u>Units</u>
POL-1/1H*	American Politics	3
LIST A	Choose from the list below	9-10
LIST B	Choose from the list below	6

LIST A Choose three courses from the following (9-10 units):

POL-2*	Comparative Politics	3
POL-4/4H*	Introduction to World Politics	3
POL-11*	Political Theory	3
MAT-12/12H*	Statistics	4
OR		
SOC-50*	Introduction to Research Methods	3

LIST B Choose two courses from the following (6 units)

Any course from List A not already used		
POL-5*	Law and Politics	3
POL-13*	Introduction to American Foreign Policy	3
ECO-7/7H*	Principles of Macroeconomics	3
HIS-7/7H*	Political and Social History of the US	3

\*Courses may also be used to fulfill general education requirements for the CSUGE or IGETC pattern, please confer with a counselor.

#### Associate in Arts for Transfer Degree

The Associate in Arts in Political Science for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements and with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of "C" or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development)

ATTACHMENT B  
PROGRAM OUTLINE OF RECORD  
NEW DEGREE

Associate in Arts in Kinesiology for Transfer Degree

College: Moreno Valley

The Kinesiology program will stimulate learning and provide necessary skills for the different options of study in the practical field of kinesiology. After completion of the AA transfer degree, the students' knowledge will be diverse in topics such as; health and fitness, wellness, personal training, pedagogy, sport coaching, and pre- physical therapy.

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Demonstrate an understanding of human anatomy and physiology as they relate to physical activity.
- Demonstrate an ability to assess and analyze fitness and movement skills.
- Demonstrate an ability to find and critically analyze information relevant to kinesiology.
- Demonstrate an understanding of the standards, ethics, and expectations of kinesiology professionals.

Required Core Courses: (21-22 units)

KIN-10	Introduction to Kinesiology	3
AMY-2A*	Human Anatomy and Physiology, I	4
AMY-2B*	Human Anatomy and Physiology, II	4
Movement Based Courses		3
List A	Choose two courses from the list below	7-8

Select a maximum of one (1) course from any three (3) of the following areas for a maximum of three units:

Combative (1 unit)

KIN-A40	Karate, Beginning	1
KIN-A41	Karate, Intermediate	1
KIN-A83	Kickboxing, Aerobics	1

Dance (1 unit)

DAN-D19	Conditioning for Dance	1
DAN-D20	Introduction to Social Dance	1
DAN-D21	Ballet, Beginning	1
DAN-D30	Social Dance Styles	1
DAN-D31	Hip Hop Dance	1
DAN-D32	Jazz, Beginning	1
DAN-D37	Modern Dance, Beginning	1
DAN-D43	Tap, Beginning	1
DAN-D44	Tap, Intermediate	1
DAN-D46	Pilates Mat Work	1

Fitness (1 unit)

KIN-A43	T'ai-chi Ch'uan, Beginning	1
KIN-A46	Hatha Yoga, Beginning	1
KIN-A75	Walking for Fitness	1
KIN-A81	Physical Fitness	1
KIN-A86	Step Aerobics	1

KIN-A89A	Beginning Body Sculpting	1
KIN-A89B	Intermediate Body Sculpting	1
KIN-A89C	Advanced Body Sculpting	1

Individual Sports (1 unit)

KIN-A11	Tennis, Beginning	1
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Team Sports (1 unit)

KIN-A64	Soccer	1
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List A: Select two courses from the following (7-8 units):

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KIN-30	First Aid and CPR	3
PHY-10* & 11*	Introduction to General Physics and Physics Lab	4
CHE-2A*	Introductory Chemistry, I	4
MAT-12*/12H*	Statistics	4

\*Courses may also be used to fulfill general education requirements for the CSUGE or IGETC pattern, please confer with a counselor.

Associate in Arts for Transfer Degree

The Associate in Arts in Kinesiology for Transfer degree will be awarded upon completion of 60 California State University (CSU) transferable units including the above major requirements and the Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education (CSUGE) requirements and with a minimum grade point average of 2.0. All courses in the major must be completed with a grade of "C" or better. (Students completing this degree are not required to fulfill the RCCD graduation requirements found in section VII. Additional degree requirements: Health Education and Self Development)

## Agenda Item (VIII-C-1)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-1)
Subject	2016-2020 Five-Year Capital Construction Plan and Initial Project Proposals
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve: 1) 2016-2020 Five-Year Capital Construction Plan; 2) the Initial Project Proposals for Natural Science Building (Moreno Valley College), Center for Human Performance (Moreno Valley College), Library/Learning Resource Center (Norco College), Center for Human Performance and Kinesiology (Norco College) and Cosmetology Building (Riverside City College).

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### Background Narrative:

The California Community College Chancellor's Office requires each Community College District to submit annually a Five-Year Capital Construction Plan, proposed Initial Project Proposals (IPPs), and Final Project Proposals (FPPs) for state funding. This year, however, the state is not allowing any new FPPs to be submitted, as there is currently no existing state bond. If a bond is approved in 2014, the following three (3) FPP's that were previously approved will move forward and compete for funding:

Previously Approved Final Project Proposals:

1. Moreno Valley College – Library Learning Center
2. Norco College – Multimedia and Arts Center
3. Riverside City College – Life Science/Physical Science Reconstruction

Provided for the Board's review and approval is Riverside Community College District's 2016-2020 Five-Year Capital Construction Plan. The following Initial Project Proposals are:

Initial Project Proposals:

1. Moreno Valley College – Natural Science Building; Center for Human Performance
2. Norco College – Library/Learning Resource Center; Center for Human Performance and Kinesiology
3. Riverside City College – Cosmetology Building

The 2016-2020 Five-Year Capital Construction Plan District Projects Priority Order list is attached for the Board's review (Exhibit I).

Prepared By: Sandra Mayo, President, Moreno Valley College  
Paul Parnell, President, Norco College  
Wolde-Ab Isaac, Acting President, Riverside  
Norm Godin, Vice President, Business Services, MVC  
Beth Gomez, Vice President, Business Services (Norco)  
Bill Orr, Interim Vice President, Business Services (Riverside)  
Laurens Thurman, District Consultant  
Chris Carlson, Chief of Staff & Facilities Development

### Attachments:

2016-2020 Five-Year Capital Construction Plan District Projects Priority Order

Exhibit I

Calif. Comm. Colleges

Five Year Construction Plan

4/26/2014

**District Projects Priority Order**

Riverside CCD

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No.	Project	Occupancy	Source	Schedule of Funds							
				2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	
1	WHEELOCK GYMNASIUM, SEISMIC RE 0	2011/2012	Riverside City College								
		\$9,165,000 State									
		\$7,450,000 NonState									
2	NURSING / SCIENCE BUILDING	2011/2012	Riverside City College								
		\$44,895,000 State									
		\$11,945,000 NonState									
3	PH III-STUDENT ACADEMIC SERVICES	2013/2014	Moreno Valley College								
		\$14,036,000 State									
		\$5,473,000 NonState									
4	I. T. UPGRADE	2014/2015	Riverside District Administrative Office*								
		\$5,840,000 NonState									
5	UTILITY INFRASTRUCTURE UPGRADE	2014/2015	Riverside District Administrative Office*								
		\$7,500,000 NonState									
6	NETWORK OPERATIONS CENTER (NO 1,500	2014/2015	Moreno Valley College								
		\$3,024,000 NonState	(C)(E)	\$2,729,000							
7	FOOD SERVICES GRAB-N-GO FACILIT	2014/2015	Riverside City College								
		\$891,000 NonState	(C)(E)	\$791,000							
8	CULINARY ARTS ACADEMY & DISTRIC 12,476	2015/2016	Riverside City College								
		\$33,350,761 NonState	(E)		\$2,535,425						
9	COIL SCHOOL FOR THE ARTS	2015/2016	Riverside City College								
	24,757	\$41,138,000 NonState	(E)	\$2,300,000							
10	STUDENT SERVICES/ADMINISTRATIO 15,000	2015/2016	Riverside City College								
		\$25,925,000 NonState	(C)(E)	\$23,993,000							
11	LIBRARY LEARNING CENTER (LLC) 17,049	2018/2019	Moreno Valley College								
		\$28,515,000 State	(P)(W)	\$2,020,000	(C)(E)	\$26,495,000					
12	MULTIMEDIA AND ARTS CENTER (MA 82,776	2018/2019	Norco College								
		\$76,018,000 State	(P)(W)	\$5,080,000	(C)(E)	\$70,938,000					
		\$1,905,000 NonState		\$133,000		\$1,772,000					
13	MAC SECONDARY EFFECTS -87	2019/2020	Norco College								
		\$200,000 NonState					(P)(W)		(C)(E)	\$200,000	

<b>LEGEND</b>
ASF = Assignable Square Footage
P = Preliminary Drawings
W = Working Drawings
C = Construction
E = Equipment

Exhibit I

Calif. Comm. Colleges

Five Year Construction Plan

4/26/2014

**District Projects Priority Order**

Riverside CCD

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No.	Project	Occupancy		Source	Schedule of Funds							
		ASF	Total Cost		2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	
14	LIFE SCIENCE/PHYSICAL SCIENCE RE 470	2019/2020		Riverside City College		(P)(W)	(C)(E)					
		\$30,293,000	State			\$1,269,000	\$29,024,000					
		\$4,528,000	NonState			\$1,268,000	\$3,260,000					
15	LIBRARY/LEARNING RESOURCE CENT 19,272	2020/2021		Norco College				(P)(W)	(C)(E)			
		\$22,201,000	State					\$1,632,000	\$20,569,000			
16	COSMETOLOGY BUILDING 14,335	2020/2021		Riverside City College				(P)(W)	(C)(E)			
		\$18,993,000	State					\$926,000	\$18,067,000			
		\$1,592,000	NonState					\$800,000	\$792,000			
17	BUSINESS EDUCATION REPURPOSE -7,176	2020/2021		Riverside City College					(P)(W)	(C)(E)		
		\$5,294,000	NonState						\$463,000	\$4,831,000		
18	NATURAL SCIENCE BUILDING 25,213	2020/2021		Moreno Valley College				(P)(W)	(C)(E)			
		\$31,099,000	State					\$2,288,000	\$28,811,000			
19	CENTER FOR HUMAN PERFORMANCE 41,319	2021/2022		Moreno Valley College				(P)(W)	(C)(E)			
		\$25,947,000	State					\$2,314,000	\$23,633,000			
		\$1,081,000	NonState					\$91,000	\$990,000			
20	CENTER FOR HUMAN PERFORMANCE 29,847	2020/2021		Norco College				(P)(W)	(C)(E)			
		\$23,161,000	State					\$1,913,000	\$21,248,000			
21	STUDENT SERVICES REMODEL FOR E 9,558	2021/2022		Norco College					(P)(W)	(C)(E)		
		\$4,806,000	State						\$475,000	\$4,331,000		
22	CENTER FOR HUMAN PERFORMANCE 1,600	2021/2022		Norco College					(P)(W)	(C)(E)		
		\$7,646,000	State						\$632,000	\$7,014,000		
23	BEN CLARK PUBLIC SAFETY TRAINING 20,000	2021/2022		Moreno Valley College					(P)(W)	(C)(E)		
		\$13,191,000	State						\$1,441,000	\$11,750,000		
		\$5,190,000	NonState							\$5,190,000		



## Agenda Item (VIII-C-2)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-2)
Subject	Final Environmental Initial Study / Mitigated Negative Declaration for Student Services Building
College/District	Riverside
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees, after holding the public hearing on the Final Environmental Initial Study/Mitigated Negative Declaration for the Student Services Building, 1) Adopt a Mitigated Negative Declaration for the Student Services Building; 2) Approve the Student Services Building project, subject to the mitigation measures and conditions of approval based upon the findings and conclusions incorporated in the Final Environmental Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, and 3) authorize the filing of notice of determination.

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### Background Narrative:

A Final Environmental Initial Study/Mitigated Negative Declaration was prepared for the District, on behalf of Riverside City College by DUDEK. Said document, was completed in May 2014 in compliance with the California Environmental Quality Act, for the Student Services Building project located at Riverside City College. Based upon staff's analysis, agency comments, and professional judgment a Final Environmental Initial Study/Mitigated Negative Declaration is being recommended in accordance with District Guidelines for implementing the California Environmental Quality Act (CEQA). The Environmental Initial Study was undertaken for the purpose of deciding whether the project would have a significant adverse effect on the environment. If no substantial evidence for such an effect exists, or if the potential effect can be reduced to a level of insignificance through project revisions, a mitigated negative declaration may be adopted by the Board of Trustees.

On the basis of the Final Environmental Initial Study, a Mitigated Negative Declaration may be adopted for the project based upon the project, with mitigation measures incorporated, will have no significant adverse effect on the environment. As such a Mitigated Negative Declaration has been prepared for the Board's consideration, based on the following:

1. The proposed project is in conformance with the Riverside Community College District – Riverside City College Educational Master Plan.
2. The proposed project is designed to protect public health, safety and general welfare.
3. The proposed project is compatible with present and future logical development of the area.
4. The Final Environmental Initial Study/Mitigated Negative Declaration has been prepared for the proposed project to document reasons to support the finding.
5. The Final Environmental Initial Study finds that the project with proposed mitigation will not have a significant effect on the environment and a Notice of Public Hearing and Notice to Adopt a Mitigated Negative Declaration will be posted for the June 17, 2014 Board Agenda.

The Final Environmental Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting

Program are attached for the Board's review and consideration. The documents and any comments received constitute the record of proceedings on which these findings have been based and are located at the Riverside Community College District System Offices, 450 E. Alessandro Blvd, Riverside, California 92508. The custodian for these records is the Chief of Staff and Facilities Development.

The following actions shall be undertaken:

1. Board conducts a public hearing on June 17, 2014 on the Final Environmental Initial Study/Mitigated Negative Declaration.
2. Board adopts a Mitigated Negative Declaration based on the finding incorporated in the Final Environmental Initial Study and the conclusion that with the proposed mitigation measures, the project will not have a significant effect on the environment.
3. Board approves the Riverside City College Student Services Building project, subject to the mitigation measures and conditions of approval based upon the findings and conclusions incorporated in the Environmental Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program.
4. Board authorize the Chief of Staff and Facilities Development to sign the Notice of Determination; and direct staff to post the Notice of Determination and Mitigated Negative Declaration with the Riverside County Clerk's Office and at the Riverside Community College District Facilities Planning and Development office.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Laurens Thurman, District Consultant  
Wolde-Ab Isaac, Acting President, Riverside

**Attachments:**

[Environmental Initial Study and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program](#)

Exhibit A

**FINAL INITIAL STUDY AND  
MITIGATED NEGATIVE DECLARATION  
for the  
RIVERSIDE CITY COLLEGE CAMPUS  
NEW STUDENT SERVICES AND  
ADMINISTRATION BUILDING  
SCH#: 2013101065**

*Prepared for:*

**Riverside Community College District**

450 East Alessandro Boulevard

Riverside, California 92508

*Contact: Chris Carlson*

*951.222.8201*

*Chris.Carlson@rccd.edu*

*Prepared by:*

**DUDEK**

3685 Main Street, Suite 250

Riverside, California 92501

*Contact: Stephanie Standerfer*

*951.300.2180*

*sstanderfer@dudek.com*

**MAY 2014**



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## 1.0 PREFACE

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This Final Initial Study/Mitigated Negative Declaration (IS/MND) consists of three sections:

1. **Preface.** The Preface summarizes the Final IS/MND process and Final IS/MND contents.
2. **Responses to Comments.** This section, which follows this preface, addresses comments on the Draft IS/MND raised during the public review period. Each comment letter has been scanned and individual comments bracketed. Responses have been prepared for each comment.
3. **Revisions to the Draft IS/MND.** This section provides a summary of any edits to the Draft IS/MND text that were necessary due to the public review period. All edits utilize “strikeout/underline” formatting so the reader can clearly differentiate between original and revised text.

### PREFACE

Riverside Community College District (RCCD), acting as lead agency for the California Environmental Quality Act (CEQA) documentation, released for public review a Draft IS/MND for the new Student Services and Administration Building. The 30-day public review period started on October 23, 2013, and ended on November 22, 2013 (SCH#2013101065).

Changes to this IS/MND were necessary to address comment letters received on the Draft IS/MND during the public review comment period. Section 3.4.17, Utilities and Service Systems, was revised in order to reflect comments made by the City of Riverside (see Comment Letter D and Responses to Comment Letter D).

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## 1.0 RESPONSES TO COMMENTS

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This section of the Final IS/MND includes a copy of each comment letter received on the Draft IS/MND during the public review period. RCCD’s responses to each comment are also included. Each comment letter is designated by letter, and the issues within each comment letter are bracketed and numbered (A-1, A-2, etc.). Comment letters are followed by responses, which are numbered to correspond with the bracketed comments.

RCCD’s responses to comments on the Draft IS/MND represent a good-faith, reasoned effort to address the environmental issues identified by the comments. Under the CEQA Guidelines, RCCD is not required to provide written responses to comments received on the Draft IS/MND. However, RCCD has opted to prepare written responses. The Final IS/MND, including the environmental impact analysis, required revisions to the text based on public review comments; therefore, changes to the text of the Draft IS/MND have been made to Section 3.4.17, Utilities and Service Systems, according to comments made by the City of Riverside (See Comment Letter D and Responses to Comment Letter D).

### LIST OF AGENCIES AND INDIVIDUALS THAT COMMENTED ON THE DRAFT MND

A draft version of this IS/MND was circulated for public review from October 23, 2013, to November 22, 2013. This section contains all written comments received during the public comment period, as well as responses to these comments. A total of four comment letters were received by RCCD. Table RTC-1 provides an index to the comment letters.

**Table RTC-1  
 Comment Letters**

Document Letter	Agency/Respondent (Date of Comment Letter)	Response No.
<i>Public Agencies</i>		
A	Department of Transportation – District 8 Planning (November 18, 2013)	A-1 through A-4
B	Department of Toxic Substances Control (November 21, 2013)	B-1 through B-12
C	Governor’s Office of Planning and Research – State Clearinghouse and Planning Unit (November 22, 2013)	C-1 through C-2
D	City of Riverside, Community Development Department Planning Division (November 22, 2013)	D-1 through D-5

Responses to all comments received during the public review period were prepared and are included in the Final IS/MND.

## **CEQA GUIDELINES REGARDING RECIRCULATION AND SUBSTITUTION OF MITIGATION MEASURES IN A PROPOSED IS/MND**

Pursuant to CEQA Guidelines, Section 15073.5, RCCD is required to recirculate a draft IS/MND when the document is substantially revised after public notice of its availability but prior to its adoption. A substantial revision is identified as follows: (1) a new avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance; or (2) the lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significant, and new measures or revisions must be required.

Under CEQA Guidelines, Section 15073.5(c), recirculation is not required under the following circumstances:

1. Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
4. New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
5. Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects, and are not necessary to mitigate an avoidable significant effect.

New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration. This Draft IS/MND fully discloses significant impacts and mitigation measures that would reduce impacts to less than significant. Revisions to the Draft IS/MND were required as a result of public comment. However, the revisions to Section 3.4.17, Utilities and Service Systems, of the Draft IS/MND reflect new project modifications as recommended by the City of Riverside (see Comment Letter D and Responses to Comment Letter D). These project modifications do not present new avoidable significant effects, nor do they require new or revised mitigation measures. Thus, the IS/MND does not require recirculation in accordance with 15073.5(c) of the CEQA Guidelines.

1 – RESPONSES TO COMMENTS

Comment Letter A

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION  
DISTRICT 8  
PLANNING (MS 1221)  
464 WEST 4<sup>th</sup> STREET, 6<sup>th</sup> Floor  
SAN BERNARDINO, CA 92401-1400  
PHONE (909) 383-4557  
FAX (909) 383-6890  
TTY (909) 383-6300  
www.dot.ca.gov/dist8



*Flex your power!  
Be energy efficient!*

November 18, 2013

Chris Carlson  
Riverside Community College District  
450 East Alessandro Boulevard  
Riverside, CA 92508



Mr. Carlson,

Riverside Community College New Student Services and Administration Building (SR-91 PM 19.53)

We have received the above project, the site is bounded by Fairfax Avenue to the northeast, Ramona Drive to the southwest, Magnolia Avenue to the northwest, and Mine Okubo Avenue to the southwest, approximately 0.32 mile west of State Route 91 and approximately 2 miles south of State Route 60 in the City of Riverside.

A-1

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the City of Riverside to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS.

A-2

If this development proposal is later modified in any way, please forward copies of revised plans as necessary so that we may reevaluate all proposed changes for potential impacts to the SHS.

A-3

If you have any questions regarding this letter, please contact Talvin Dennis at (909) 383-6908 or myself at (909) 383-4557 for assistance.

A-4

Sincerely,

DANIEL KOPULSKY  
Office Chief  
Community and Regional Planning

*"Caltrans improves mobility across California"*

**1 – RESPONSES TO COMMENTS**

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## Responses to Comment Letter A

### Department of Transportation – District 8 Planning November 18, 2013

- A-1** This comment notes the fact that the California Department of Transportation (Caltrans), District 8, received a copy of the Draft IS/MND. No response is necessary.
- A-2** This comment clarifies that as owner and operator of the State Highway System, Caltrans is responsible for coordinating and consulting with local jurisdictions when a proposed development may impact these facilities. Caltrans is responsible for making recommendations regarding any possible impacts associated with a proposed development. This comment states that although the proposed project is under the jurisdiction of the City of Riverside, the proposed project is subject to the policies and regulations that govern the State Highway System. The proposed project is not under the jurisdiction of the City of Riverside, as stated in this comment. Rather, the proposed project is under the jurisdiction of the Riverside Community College District. . This comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.
- A-3** The comment recommends that if the proposed project is to be modified in any way that Caltrans be forwarded copies of the revised plans. Comment noted. If any changes are made to the proposed project, Caltrans will be notified and sent the revised plans.
- A-4** This comment provides the commenter's contact information and expresses that future notifications be sent to his attention. Comment noted. This comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.

**1 – RESPONSES TO COMMENTS**

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**1 – RESPONSES TO COMMENTS**

**Comment Letter B**



Deborah O. Raphael, Director  
5796 Corporate Avenue  
Cypress, California 90630



Edmund G. Brown Jr.  
Governor

November 21, 2013

Ms. Chris Carlson, Project Manager  
Chief of Staff and Facilities Development  
Riverside Community College District  
450 East Alessandro Boulevard  
Riverside, California 92508

DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE  
RIVERSIDE CITY COLLEGE CAMPUS NEW STUDENT SERVICES AND  
ADMINISTRATION BUILDING PROJECT, RIVERSIDE, CALIFORNIA  
(SCH # 2013101065)

Dear Ms. Carlson:

The Department of Toxic Substances Control (DTSC) has reviewed the Draft Initial Study/Mitigated Negative Declaration (IS/MND), dated October 2013, for the Riverside Community College District (District) proposed New Student Services and Administration Building on the Riverside City College Campus. The due date to submit comments is November 21, 2013.

B-1

The District is proposing to construct a new, two-story Student Services and Administration Building with one-story element to consolidate all student services and administration into an approximately 45,000 square foot building that will include up to 132 existing employees. The proposed Student Services and Administration Building will be located on the site of an existing parking lot within the southwest portion of the campus. The District is also proposing to demolish the existing O.W. Noble Administration Center (Buildings 2A and 2B) and convert this area to surface parking spaces.

B-2

Based on a review of the Draft IS/MND, DTSC would like to provide the following comments:

1. If the District plans to use State funds for school site acquisition and/or new construction, the district shall comply with the requirements of California Education Code §17213.1 and §17213.2 regarding review and approval by the DTSC, unless the project is otherwise exempted under §17268 as a minor addition, and prior to obtaining final California Department of Education (CDE) site and/or New

B-3

♻️ Printed on Recycled Paper

1 – RESPONSES TO COMMENTS

Ms. Carlson  
November 21, 2013  
Page 2

Construction Plan 4.07 application approvals.

Review and approval by DTSC is not required for non-state funded (100% locally funded) school site acquisitions or construction projects. In addition, projects to be funded under state Modernization grants and receiving Plan approval by the CDE via a CDE 4.08 application are not required to receive DTSC review and approval.

B-4  
Cont.

Locally funded projects do not require CDE site or plan approval. However, with the exception of charter schools, the district is required to comply with the California Code of Regulations (CCR) Title 5 school siting and design standards, and keep documentation of compliance/exemption for compliant investigation. Such projects will also need to comply with other applicable California codes, including Government Code, Education Code, Public Resources Code and Public Utilities Code. A local education agency may voluntarily request DTSC review and approval of sites or construction projects that are otherwise not required to do so or are exempt.

B-5

A local education agency may also voluntarily request CDE site/plan approval for locally funded site acquisitions and new construction projects. In these cases CDE will require DTSC review and approval prior to its final approval, except when exempt under §17268.

B-6

2. Because the project is school site related, DTSC recommends that an environmental review, such as a Phase I Environmental Site Assessment and/or Preliminary Endangerment Assessment, be conducted to determine whether there has been, or may have been, a release or threatened release of a hazardous material, or whether a naturally occurring hazardous material is present based on reasonably available information about the property and the area in its vicinity. Such an environmental review should generally be conducted as part of the California Environmental Quality Act (CEQA) process. Such an environmental review is also recommended for compliance with the requirements of California Education Code, §17268(a) or §17213(a), as applicable.

B-7

3. Demolition of the old structures may result in potential environmental concerns at the site due to lead from lead-based paint and/or organochlorine pesticides from termiticide applications. DTSC recommends that these environmental concerns be investigated and possibly mitigated, in accordance with DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers, dated June 9, 2006".

B-8

1 – RESPONSES TO COMMENTS

Ms. Carlson  
November 21, 2013  
Page 3

4. If the Site was previously used for agricultural purposes, pesticides (such as DDT, DDE, chlordane and toxaphene) and fertilizers (usually containing heavy metals) commonly used as part of agricultural operations are likely to be present. These agricultural chemicals are persistent and bio-accumulative toxic substances. DTSC recommends that these environmental concerns be investigated and possibly mitigated, in accordance with the *"Interim Guidance for Sampling Agricultural Soils (Third Revision), dated August 2008"*.

B-9

5. If a response action is required at the Site based on the results of the above investigations, and/or other information, the Draft IS/MND will require an analysis of the potential public health and environmental impacts associated with any proposed response action, pursuant to requirements of the CEQA (Pub. Resources Code, Div. 13, §21000 et seq.) and its implementing Guidelines (CCR, Title 14, §15000 et seq.), prior to approval or adoption of the Draft IS/MND for the project. A discussion of the mitigation and/or removal actions, if necessary, and associated cumulative impacts to the Site and the surrounding environment, should be included in the Draft IS/MND. If sufficient information to discuss the proposed mitigation and/or removal actions, and their associated impacts to the Site and the surrounding environment, are not available for inclusion in the Draft IS/MND, then an Addendum or Supplement to the Draft IS/MND may be required.

B-10

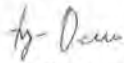
DTSC is also administering the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Program which provides low-interest loans to investigate and cleanup hazardous materials at properties where redevelopment is likely to have a beneficial impact to a community. These loans are available to developers, businesses, schools, and local governments.

B-11

For additional information on DTSC's Schools process or CLEAN Program, please visit DTSC's web site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov). If you would like to discuss this matter further, please contact me at (714) 484-5320 or [rana.georges@dtsc.ca.gov](mailto:rana.georges@dtsc.ca.gov).

B-12

Sincerely,



for Rana Georges  
Project Manager  
Schools Evaluation and Brownfields Cleanup Branch  
Brownfields and Environmental Restoration Program

rs/rg

cc: See next page.

Ms. Carlson  
November 21, 2013  
Page 4

cc: (via e-mail)

State Clearinghouse  
Office of Planning and Research  
[State.clearinghouse@opr.ca.gov](mailto:State.clearinghouse@opr.ca.gov)

Mr. Michael O'Neill  
Department of Education – Sacramento, CA  
[moneill@cde.ca.gov](mailto:moneill@cde.ca.gov)

John Gordon  
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Ms. Nancy Ritter  
DTSC CEQA Tracking Center – Sacramento HQ  
[Nancy.Ritter@dtsc.ca.gov](mailto:Nancy.Ritter@dtsc.ca.gov)

B&ERP Reading File – Cypress

CEQA Reading File – Cypress

1 – RESPONSES TO COMMENTS



**1 – RESPONSES TO COMMENTS**

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## Responses to Comment Letter B

### Department of Toxic Substances Control November 21, 2013

- B-1** This comment notes the fact that the Department of Toxic Substances Control (DTSC) received a copy of the Draft IS/MND and notes that the due date to submit comments is November 21, 2013. No response is necessary.
- B-2** This comment provides a brief description of the proposed project. No response is necessary.
- B-3** This comment addresses the fact that if the RCCD plans to use state funds for new construction, then the RCCD must comply with requirements of the California Education Code Section 17213.1 and 17213.2 regarding review and approval by the DTSC, unless the proposed project is exempted under Section 17268 as a minor addition and prior to obtaining final California Department of Education (CDE) site and/or New Construction Plan 4.07 application approvals. Comment noted; however, the proposed project does not plan to use state funds and will not be subject to the requirements of California Education Code Section 17213.1 and 17213.2.
- B-4** This comment notes that non-state funded (100% locally funded) school site acquisition or construction projects do not require review and approval by DTSC. Additionally, projects funded under state Modernization grants receiving Plan approval by the CDE via a CDE 4.08 application are not required to receive DTSC review and approval. Comment noted; the proposed project is non-state funded and will not require review and approval by DTSC.
- B-5** This comment notes that CDE site or plan approval is not required for locally funded projects; however, RCCD would be required to comply with California Code of Regulations (CCR) – Title 5 school siting and design standards, and keep compliance/exemption for compliant investigation. The proposed project must also keep in compliance with applicable California codes, including the Government Code, Education Code, Public Resources Code, and Public Utilities Code. The comment also notes that local education agencies may request DTSC review and approval of sites or construction projects that are otherwise not required to do so or are typically exempt. Comment noted. As discussed in the Draft IS/MND, the Division of State Architects would be required to approve all grading and building permits and would ensure that RCCD would comply with CCR Title 5, as well as other applicable CCR standards, including CCR Title 24, California Building Standards Code. Other applicable California Codes were evaluated throughout the Draft IS/MND. RCCD is aware that the proposed project would be required to keep

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**1 – RESPONSES TO COMMENTS**

- in compliance with applicable California codes, including the Government Code, Education Code, PRC, and Public Utilities Code, not addressed in the Draft IS/MND.
- B-6** This comment notes that for locally funded site acquisition and construction projects, a local education agency may voluntarily request CDE site/plan approval. If this is the case, DTSC would be required to review and approve prior to CDE final approval, except when the project is exempt under Section 17268. Comment noted. If CDE site/plan approval is requested, RCCD is aware that DTSC would be required to provide review and approval prior to CDE final approval.
- B-7** This comment includes the recommendation that an environmental review, such as a Phase I Environmental Site Assessment and/or a Preliminary Endangerment Assessment, be conducted to determine whether there has been, or may have been a release or threatened release of hazardous material, or whether a naturally occurring hazardous material is present based on reasonably available information about the property and the area in its vicinity. An environmental review should be conducted as part of the CEQA process and should comply with the requirements of the California Education Code Sections 17268(a) or 17213(a), as applicable. Comment noted. As discussed in Section 4.3.8, Hazards and Hazardous Materials, of the Draft IS/MND, Government Code Section 65962.5 combines several regulatory lists of sites that may pose a hazard related to hazardous materials or substances. There are no known hazardous materials or waste sites listed in Government Code Section 65962.5(a) located on or near the project site. Additionally, there are no known hazardous waste sites according to the City of Riverside General Plan 2025 Final Program Environmental Impact Report.
- B-8** This comment describes the potential environmental concerns related to the demolition of older structures and the release of lead and or organochlorine pesticides. It is recommended that these concerns be investigated and mitigated in accordance with the DTSC’s “Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers,” dated June 9, 2006. Comment noted. As outlined in Section 4.3.8, Hazards and Hazardous Materials, mitigation measure HAZ-4 is proposed and requires that prior to demolition of the existing O.W. Noble Administrative Center, the structure and surrounding soils shall be tested for environmental hazards, including lead-based paint and asbestos. An asbestos and lead-based paint survey shall be performed by a California Occupational Safety and Health Administration (Cal-OSHA)-certified asbestos consultant/site surveillance technician and a California Department of Public Health-certified inspector/assessor, sampling technician, or



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**1 – RESPONSES TO COMMENTS**

- program monitor. The survey shall be performed in accordance with the applicable state guidance to identify asbestos-containing materials, asbestos-containing construction materials, and lead-based paint as defined in the California Code of Regulations. If asbestos-containing material, asbestos-containing construction material, or lead-based paint is identified, abatement and disposal of all regulated materials shall be performed by a Cal-OSHA/California Department of Public Health-certified abatement contractor prior to or during the demolition process. Mitigation measure HAZ-4 would address the environmental concerns associated with the proposed demolition of the O.W. Noble Administrative Center.
- B-9** This comment notes that if the proposed project site was previously used for agricultural purposes, then there is a likelihood that pesticides and fertilizers are to be present. These agricultural chemicals are persistent and bio-accumulative toxic substances, and it is recommended that these environmental concerns be investigated and mitigated, in accordance with “Interim Guidance for Sampling Agricultural Soils (Third Revision),” dated August 2008. Comment noted. The campus is on the site of the former Poly High School, which did not serve an agricultural purpose (RCC 2013). As outlined in Section 4.3.8, Hazards and Hazardous Materials, mitigation measure HAZ-3 is proposed and requires that prior to the commencement of excavation of sites (including the surface parking area) where soil contamination is suspected or would potentially occur due to the presence of possible contaminants at the site, the RCCD or its designee shall require that soil samples be collected and analyzed by a California state licensed fixed or on-site mobile analytical laboratory to determine whether soil contamination exists on the subject sites.
- B-10** This comment states that if the above investigations or other information require a response action at the site, the Draft IS/MND will require an analysis of the potential public health and environmental impacts associated with any proposed response action, pursuant to CEQA (California Public Resources Code, Division 13, Section 21000 et seq.) and its implementing Guidelines (14 CCR, Section 15000 et seq.), prior to approval or adoption of the Draft IS/MND for the proposed project. The Draft IS/MND should include a discussion of the mitigation and/or removal actions and associated cumulative impacts to the proposed project site and surrounding environment. An Addendum or Supplement to the Draft IS/MND may be required if sufficient information to discuss the proposed mitigation and/or removal actions and the associated impacts to the proposed project site and surrounding environment are not available for inclusion in the Draft IS/MND. Comment noted. As discussed in Section 4.3.8, Hazards and Hazardous Materials of the Draft IS/MND, Government Code Section 65962.5 combines several regulatory lists of sites that may pose a hazard related to hazardous materials or substances. According to Government Code Section 65962.5(a), there are no hazardous

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**1 – RESPONSES TO COMMENTS**

materials or waste sites located on or near the project site. Additionally, there are no known hazardous waste sites according to the City of Riverside General Plan 2025 Final Program Environmental Impact Report. Based on this information, a response action is not required at the site; therefore, the Draft IS/MND will not include an analysis of the potential public health and environmental impacts associated with any proposed response action. Section 4.3.8 discusses the implementation of mitigation measures HAZ-1 through HAZ-4 and the associated cumulative impacts to the proposed project site and surrounding environment.

- B-11** This comment states that the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Program is administered by DTSC and provides low-interest loans to investigate and cleanup hazardous materials at properties where redevelopment is likely to have a beneficial impact to the community, and are available to developers, businesses, schools, and local governments. Comment noted. This comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.
- B-12** This comment provides the commenter's contact information and expresses that future notifications be sent to her attention. Comment noted. This comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.

1 – RESPONSES TO COMMENTS

Comment Letter C



EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE of PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX  
DIRECTOR

November 22, 2013



Chris Carlson  
Riverside Community College District  
450 East Alessandro Blvd  
Riverside, CA 92508

Subject: Riverside City College Campus New Student Services and Administration Building  
SCH#: 2013101065

Dear Chris Carlson:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on November 21, 2013, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures  
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044  
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

C-1

1 – RESPONSES TO COMMENTS

Document Details Report  
 State Clearinghouse Data Base

**SCH#** 2013101065  
**Project Title** Riverside City College Campus New Student Services and Administration Building  
**Lead Agency** Riverside Community College District

**Type** MND Mitigated Negative Declaration  
**Description** The RCCD proposes to construct a new, two-story and partial one-story, Student Services and Administration (SSA) Building to consolidate all student services and administration that are currently housed within seven different campus facilities into an approximately 45,000 sf building. The new SSA Building will be located on an existing parking lot within the southwest portion of the RCC campus and will include up to 132 existing employees. RCCD also proposes to demolish the existing 18,797 gsf O.W. Noble Administrative Center in order to recoup some of the parking spaces lost by constructing the new SSA Building.

**Lead Agency Contact**

**Name** Chris Carlson  
**Agency** Riverside Community College District  
**Phone** (909) 222-8201  
**Fax**  
**email**  
**Address** 450 East Alessandro Blvd  
**City** Riverside **State** CA **Zip** 92508

**Project Location**

**County** Riverside  
**City** Riverside  
**Region**  
**Lat / Long** 33° 58' 13.5" N / 117° 23' 1.5" W  
**Cross Streets** Magnolia Avenue and Ramona Drive  
**Parcel No.** 217-160-005  
**Township** 2S **Range** 5W **Section** 26/27 **Base** SBB&M

**Proximity to:**

**Highways** SR-91; 60  
**Airports** Flabob  
**Railways** UPRR  
**Waterways** Santa Ana River  
**Schools** Central MS  
**Land Use** PF / Institutional

**Project Issues** Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Noise; Minerals; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Landuse

**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 6; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 8; Air Resources Board; Regional Water Quality Control Board, Region 8; Department of Toxic Substances Control; Native American Heritage Commission; Public Utilities Commission

**Date Received** 10/23/2013 **Start of Review** 10/23/2013 **End of Review** 11/21/2013

C-1  
 Cont.

1 – RESPONSES TO COMMENTS

CLEAR  
11/21/13  
E



Matthew Rodriguez  
Secretary for  
Environmental Protection

Department of Toxic Substances Control

Deborah O. Raphael, Director  
5796 Corporate Avenue  
Cypress, California 90630



Edmund G. Brown Jr.  
Governor

November 21, 2013

RECEIVED

NOV 21 2013

STATE CLEARING HOUSE

Ms. Chris Carlson, Project Manager  
Chief of Staff and Facilities Development  
Riverside Community College District  
450 East Alessandro Boulevard  
Riverside, California 92508

DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE  
RIVERSIDE CITY COLLEGE CAMPUS NEW STUDENT SERVICES AND  
ADMINISTRATION BUILDING PROJECT, RIVERSIDE, CALIFORNIA  
(SCH # 2013101065)

Dear Ms. Carlson:

The Department of Toxic Substances Control (DTSC) has reviewed the Draft Initial Study/Mitigated Negative Declaration (IS/MND), dated October 2013, for the Riverside Community College District (District) proposed New Student Services and Administration Building on the Riverside City College Campus. The due date to submit comments is November 21, 2013.

The District is proposing to construct a new, two-story Student Services and Administration Building with one-story element to consolidate all student services and administration into an approximately 45,000 square foot building that will include up to 132 existing employees. The proposed Student Services and Administration Building will be located on the site of an existing parking lot within the southwest portion of the campus. The District is also proposing to demolish the existing O.W. Noble Administration Center (Buildings 2A and 2B) and convert this area to surface parking spaces.

Based on a review of the Draft IS/MND, DTSC would like to provide the following comments:

1. If the District plans to use State funds for school site acquisition and/or new construction, the district shall comply with the requirements of California Education Code §17213.1 and §17213.2 regarding review and approval by the DTSC, unless the project is otherwise exempted under §17268 as a minor addition, and prior to obtaining final California Department of Education (CDE) site and/or New

C-2

♻️ Printed on Recycled Paper

1 – RESPONSES TO COMMENTS

Ms. Carlson  
November 21, 2013  
Page 2

Construction Plan 4.07 application approvals.

Review and approval by DTSC is not required for non-state funded (100% locally funded) school site acquisitions or construction projects. In addition, projects to be funded under state Modernization grants and receiving Plan approval by the CDE via a CDE 4.08 application are not required to receive DTSC review and approval.

Locally funded projects do not require CDE site or plan approval. However, with the exception of charter schools, the district is required to comply with the California Code of Regulations (CCR) Title 5 school siting and design standards, and keep documentation of compliance/exemption for compliant investigation. Such projects will also need to comply with other applicable California codes, including Government Code, Education Code, Public Resources Code and Public Utilities Code. A local education agency may voluntarily request DTSC review and approval of sites or construction projects that are otherwise not required to do so or are exempt.

A local education agency may also voluntarily request CDE site/plan approval for locally funded site acquisitions and new construction projects. In these cases CDE will require DTSC review and approval prior to its final approval, except when exempt under §17268.

2. Because the project is school site related, DTSC recommends that an environmental review, such as a Phase I Environmental Site Assessment and/or Preliminary Endangerment Assessment, be conducted to determine whether there has been, or may have been, a release or threatened release of a hazardous material, or whether a naturally occurring hazardous material is present based on reasonably available information about the property and the area in its vicinity. Such an environmental review should generally be conducted as part of the California Environmental Quality Act (CEQA) process. Such an environmental review is also recommended for compliance with the requirements of California Education Code, §17268(a) or §17213(a), as applicable.
3. Demolition of the old structures may result in potential environmental concerns at the site due to lead from lead-based paint and/or organochlorine pesticides from termiticide applications. DTSC recommends that these environmental concerns be investigated and possibly mitigated, in accordance with DTSC's *"Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers, dated June 9, 2006"*.

C-2  
Cont.

1 – RESPONSES TO COMMENTS

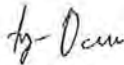
Ms. Carlson  
November 21, 2013  
Page 3

4. If the Site was previously used for agricultural purposes, pesticides (such as DDT, DDE, chlordane and toxaphene) and fertilizers (usually containing heavy metals) commonly used as part of agricultural operations are likely to be present. These agricultural chemicals are persistent and bio-accumulative toxic substances. DTSC recommends that these environmental concerns be investigated and possibly mitigated, in accordance with the "Interim Guidance for Sampling Agricultural Soils (Third Revision), dated August 2008".
5. If a response action is required at the Site based on the results of the above investigations, and/or other information, the Draft IS/MND will require an analysis of the potential public health and environmental impacts associated with any proposed response action, pursuant to requirements of the CEQA (Pub. Resources Code, Div. 13, §21000 et seq.) and its implementing Guidelines (CCR, Title 14, §15000 et seq.), prior to approval or adoption of the Draft IS/MND for the project. A discussion of the mitigation and/or removal actions, if necessary, and associated cumulative impacts to the Site and the surrounding environment, should be included in the Draft IS/MND. If sufficient information to discuss the proposed mitigation and/or removal actions, and their associated impacts to the Site and the surrounding environment, are not available for inclusion in the Draft IS/MND, then an Addendum or Supplement to the Draft IS/MND may be required.

DTSC is also administering the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Program which provides low-interest loans to investigate and cleanup hazardous materials at properties where redevelopment is likely to have a beneficial impact to a community. These loans are available to developers, businesses, schools, and local governments.

For additional information on DTSC's Schools process or CLEAN Program, please visit DTSC's web site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov). If you would like to discuss this matter further, please contact me at (714) 484-5320 or [rana.georges@dtsc.ca.gov](mailto:rana.georges@dtsc.ca.gov).

Sincerely,



for Rana Georges  
Project Manager  
Schools Evaluation and Brownfields Cleanup Branch  
Brownfields and Environmental Restoration Program

rs/rg

cc: See next page.

C-2  
Cont.

Ms. Carlson  
November 21, 2013  
Page 4

cc: (via e-mail)

State Clearinghouse  
Office of Planning and Research  
[State.clearinghouse@opr.ca.gov](mailto:State.clearinghouse@opr.ca.gov)

Mr. Michael O'Neill  
Department of Education – Sacramento, CA  
[moneill@cde.ca.gov](mailto:moneill@cde.ca.gov)  
John Gordon  
Department of Education – Sacramento, CA  
[JGordon@cde.ca.gov](mailto:JGordon@cde.ca.gov)

Ms. Nancy Ritter  
DTSC CEQA Tracking Center – Sacramento HQ  
[Nancy.Ritter@dtsc.ca.gov](mailto:Nancy.Ritter@dtsc.ca.gov)

B&ERP Reading File – Cypress

CEQA Reading File – Cypress



C-2  
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1 – RESPONSES TO COMMENTS

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State of California  
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH  
STATE CLEARINGHOUSE  
P.O. BOX 3944  
SACRAMENTO, CALIFORNIA 95812-3944

925092449 0035

C-2  
Cont.

**1 – RESPONSES TO COMMENTS**

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## **Responses to Comment Letter C**

### **Governor's Office of Planning and Research State Clearinghouse September 25, 2013**

- C-1** Comment noted. The Draft IS/MND was circulated to state agencies and reviewed accordingly. This comment outlines the State Clearinghouse's MND distribution process and does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.
- C-2** The comment letter from DTSC was sent directly to the RCCD and appears as Comment Letter B. Please see Comment Letter B and responses B-1 through B-12.

**1 – RESPONSES TO COMMENTS**

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1 – RESPONSES TO COMMENTS

Comment Letter D



Community Development Department  
Planning Division

City of Arts & Innovation



November 22, 2013

Chris Carlson, Project Manager  
Chief of Staff and Facilities Development  
Riverside Community College District  
450 East Alessandro Boulevard  
Riverside, CA 92508

**Subject:** Notice of Intent to Adopt a Mitigated Negative Declaration for the RCC Campus Student Services and Administration Building at 4800 Magnolia Avenue

Dear Mr. Carlson:

Thank you for the opportunity to review and comment on the Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed Student Service and Administration Building. A map attached to the Notice shows the project site bounded by Magnolia Avenue, Fairfax Avenue, Mine Okubo Avenue and Ramona Drive with the proposed building located close to Magnolia Avenue. The proposal involves construction of 45,000 square feet multistory building and demolition of the existing O.W. Noble administration building in order to provide parking for the new building. City staff has reviewed the Notice and attachments and has the following comments:

D-1

The site is situated within the Magnolia Avenue Specific Plan Area which was adopted by the City Council in November 2009 and within the Plan's Wood Streets North District. As the project proceeds through the design review and approval stages by the Board of Trustees and Division of the State Architect, efforts should be made to ensure that the project's design implements the policies included in the Specific Plan, such as provision of public art that instills a sense of place and community pride.

D-2

There is an existing public sewer main within the project area. The public main shall be relocated as necessary to avoid conflict with the proposed building and associated improvements. In addition a 20' wide easement shall be dedicated to the City to accommodate the relocated sewer. Sewer design and installation shall be subject to Public Works review, approval and inspection.

D-3

The Initial Study under Section 4.3.17 – Utilities and Service Systems – does not mention an existing 8" water main under Magnolia Avenue or that the project will be served by nearby facilities. The Public Utilities and Fire Departments analyzed the fire flow demands for the proposed project and the existing 4" line in Fairfax Avenue and concluded that the line will have to be upgraded for the proposed project. The Initial Study should be revised to mention the existing main and also point out that the existing water improvements will need to be

D-4

3900 Main Street, Riverside, CA 92522 | Phone: (951) 826-5371 | [www.riversideCA.gov](http://www.riversideCA.gov)

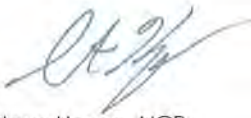
**1 – RESPONSES TO COMMENTS**

Page 2 of 2

upgraded to serve this development. In addition, all new and nearby existing services will have to be serviced from Magnolia Avenue.

City of Riverside staff appreciates your consideration and cooperation on this project and looks forward to future updates. Should you have any questions regarding this letter, please feel free to contact Herman Mukasa, AICP, Associate Planner, at (951) 826-5628 or by e-mail at [hmukasa@riversideca.gov](mailto:hmukasa@riversideca.gov).

Sincerely,



Steve Hayes, AICP  
City Planner

Cc:

Scott Barber, City Manager  
Deanna Lorson, Assistant City Manager  
Kristi J. Smith, Supervising Deputy City Attorney  
Al Zelinka, Community Development Director  
Rob Van Zanten, Public Works Department  
Paul Baum, Public Utilities Department

↑  
D-4  
Cont.  
D-5  
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## Responses to Comment Letter D

### City of Riverside, Community Development Department Planning Division November 22, 2013

- D-1** This comment states the notice of availability was received and reviewed by City staff. Comment noted. The comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.
- D-2** This comment states that the project site is within the Magnolia Avenue Specific Plan Area (adopted by the City Council in November 2009) and within the Plan's North Woods Streets North District. As the project proceeds through design review and approval stages by the Division of the State Architect and the Board of Trustees, efforts must be made to ensure that the policies of the Specific Plan are implemented into the project design. Comment noted. As discussed in Section 4.3.1, Aesthetics, and Section 4.3.10, Land Use and Planning, the Magnolia Avenue Specific Plan identifies the project site as being located within Wood Streets North District. The proposed project would result in a change in the existing character of the site from an asphalt parking lot to a new, two-story Student Services and Administration Building with one-story elements and associated hardscape and landscape. Once the Student Services and Administration Building is constructed, demolition of the existing O.W. Noble Administrative Center would occur, and the site would be converted to surface parking, with associated landscaping. Construction of the new Student Services and Administration Building would not be a substantial increase in scale compared to the surrounding RCC structures (see Figure 8, Student Services and Administration Building Elevations). The proposed project would reflect the existing academic nature of nearby structures within the campus and would complement the architectural and building design elements of surrounding development. Proposed landscaping associated with the proposed project would add to and reinforce the existing features of the campus and surrounding environment. The Board of Trustees and the Division of the State Architect would review and approve the aesthetics and design features of the proposed project to ensure consistency with the Magnolia Avenue Specific Plan Wood Streets North District Specific Plan.
- D-3** This comment states that an existing public sewer main, which exists in the project site, should be relocated to avoid conflict with the proposed project, and in addition, a 20-foot easement, dedicated to the City, should be included in the design. Section 4.3.17 (b) of the Draft IS/MND reported that the project would obtain sewer connections from an existing sewer pipe under Fairfax Avenue, as reflected in the preliminary site engineering and design plans. However, site engineering and design

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**1 – RESPONSES TO COMMENTS**

plans have since been updated per the City's comment. The RCCD now plans to relocate the existing public sewer main in order to avoid conflict with the proposed project. In addition, a 20-foot easement would be included along the relocated sewer line. The existing sewer line along Fairfax Avenue would be abandoned and left in place, and the existing sewer line underneath the proposed Student Services and Administration Building would be removed. Relocation of the sewer lines to the existing City infrastructure would be made in accordance with Standard Specifications for Public Works Construction and City regulations. The relocation of the existing public sewer main will be incorporated into the design, and such plans shall be submitted to the City of Riverside prior to the issuance of building permits. This change does not change the significant determination identified in the Draft IS/MND, and no new impacts would occur that have not already been analyzed in the Draft IS/MND.

- D-4** This comment notes that the existing 8-inch water main under Magnolia Avenue and the use of nearby facilities is not mentioned in Section 4.3.17 of the Draft IS/MND. It was determined that the existing 4-inch main line in Fairfax Avenue must be upgraded in order to meet fire flow demands. The existing main and the necessary upgrades must be mentioned in the Final IS/MND. As discussed in Section 4.3.17, Utilities and Service Systems of the Draft IS/MND, the RCCD recognizes that there are currently an existing 4-inch water line and 8-inch sewer line under Fairfax Avenue. According to the preliminary site engineering and design plans, it was determined that RCCD would be able to connect to these existing water and sewer lines in order to meet the water and sewer demands of the project. According to the preliminary plans and the Draft IS/MND, the use of the 8-inch water main and nearby facilities under Magnolia Avenue would not be necessary. Per the City's comment, and based on further design work by RCCD, it is now recognized that the proposed project would need to be serviced from the water main and facilities under Magnolia Avenue instead of from Fairfax Avenue. As such, the site engineering and design plans have been updated to include the RCCD's connection to the water main and facilities under Magnolia Avenue. The IS/MND has since been updated to reflect these changes. As discussed in Section 4.3.17, of the Draft IS/MND, RCCD will install all necessary fire service with backflow device lines and fire hydrants to ensure that a reliable and appropriate water source exists on site for firefighting purposes. In addition, RCCD will pay all applicable connection fees and monthly usage charges to the City for the provision of water to the project site. Upgrades to the existing 4-inch water line in Fairfax Avenue in order to meet fire flow demands would not be necessary as the RCCD no longer plans to connect to the Fairfax Avenue main line.



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**1 – RESPONSES TO COMMENTS**

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The connection to the water main in Magnolia Avenue will not change the significance determinations identified in the Draft IS/MND.

- D-5** This comment provides contact information and expresses that any questions can be sent to the contact provided. Comment noted. This comment does not relate to the adequacy of the Draft IS/MND. Therefore, no response is necessary.

**1 – RESPONSES TO COMMENTS**

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## 1.0 REVISIONS TO THE DRAFT IS/MND

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Public comments raised by the City of Riverside resulted in the need to modify the Draft IS/MND text; therefore, edits have been incorporated based on public comments. None of the changes result in a substantial change in the project description or raise important new issues regarding significant effects on the environment. New text to be added is indicated with underline. The Draft IS/MND has been attached to this Preface/Responses to Comment document to formulate the complete Final IS/MND.

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**1 – REVISIONS TO THE DRAFT IS/MND**

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## **2.0 PROJECT DESCRIPTION**

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### **2.1 PROJECT LOCATION**

The proposed project site is located at 4800 Magnolia Avenue, Riverside, California, within the southwestern portion of the RCC campus (Figure 1, Regional Map). More specifically, the project site is bounded by Fairfax Avenue to the northeast, Ramona Drive to the southwest, Magnolia Avenue to the northwest, and Mine Okubo Avenue to the southeast, approximately 0.32 mile west of State Route 91 (SR-91) and approximately 2 miles south of SR-60 (Figure 2, Vicinity Map). The project site includes Assessor's Parcel Number 217-160-005. The latitude and longitude of the approximate center of the site is 33N°58'13.5" 117W°23'1.5". The project site includes parts of Section 26 and 27 of Township 2 South, Range 5 West within the Riverside West 7.5-minute quadrangle, as mapped by the U.S. Geological Survey.

### **2.2 SITE DESCRIPTION**

The new Student Services and Administration Building will be located on the existing surface parking lot portion of the site, on the east corner of Magnolia Avenue and Ramona Drive (Figures 3a and 3b). The site has previously been graded and paved for existing surface parking and the O.W. Noble Administrative Center (Buildings 2A and 2B), along with existing ornamental landscaping. The project site is surrounded by the RCC Digital Library and Learning Resource Center (Building 1), School of Nursing (Building 11), Math and Science Building (Building 12), and the RCC Quadrangle (Arthur G. Paul) Art Gallery (Building 3) to the northeast; the RCC Business Education (Alan D. Pauw) Building (Building 4) to the southeast; residential development to the south, southwest, and west; and Central Middle School to the northwest (see Figure 4, Surrounding Development).

### **2.3 PURPOSE AND NEED**

The existing student service programs are currently dispersed across the RCC campus and are housed within seven different campus facilities (see Figure 5, Existing Student Services Programs). The new Student Services and Administration Building will combine the seven different campus facilities into one building, creating a dynamic new hub for student support and streamlining operations for RCC. Ujima and Student Government Activities currently located in Building 2A will be relocated from a portable building to the Student Center (Ralph H. Bradshaw) Building (Building 13) (see Figure 5, Existing Student Services Programs). The Center for Communication Excellence (currently located in the existing O.W. Noble Administrative Center) and the RCC Mailroom/Switchboard (currently located in Building 2A) will not be relocated to the new Student Services and Administration Building (see Figure 5, Existing Student Services Programs). These services will be relocated to other vacant office space on the RCC campus.

## **2.4 PROJECT COMPONENTS**

The design of the new Student Services and Administration Building builds on the traditional architectural character of the campus, capturing the architectural essence of RCC, and defining a new gateway experience for students and visitors alike.

Strategically located at the RCC campus’s “front door,” the proposed project will occupy a prominent location on the campus and will be one of the first facilities that will greet students, faculty, staff, and visitors as they enter the upper region of the RCC campus. The facility will be highly visible from the community along Magnolia Avenue and the local residences along Ramona Drive, giving the facility a strong presence in the local community and complementing the family of existing campus buildings in this portion of the campus.

The following sections describe the project’s main features.

### **Site Access**

Vehicular access to the project site will be provided via two driveways along Ramona Drive, one driveway along Mine Okubo Avenue, and two driveways along Fairfax Avenue (see Figure 6, Project Site Driveways). The two project driveways along Ramona Drive are referred to as Existing Project Driveways No. 1 and No. 2, with the westernmost driveway representing Existing Project Driveway No. 1. The one project driveway along Mine Okubo Avenue is referred to as Existing Project Driveway No. 3. The two project driveways along Fairfax Avenue are referred to as Existing Project Driveway No. 4 and New Project Driveway No. 5, with the westernmost driveway representing Existing Project Driveway No. 4. Existing Project Driveways No. 1, No. 2, and No. 4 are proposed as full-access, unsignalized driveways. Existing Project Driveway No. 3 will be unsignalized and restricted to left-turn in and left-turn out/right-turn out only movements, while New Project Driveway No. 5 is proposed as an unsignalized, right-turn in/right-turn out only driveway.

### **Employees**

The proposed Student Services and Administration Building will provide office space for up to 132 existing employees who are currently located within seven different existing campus buildings. Buildings 9, 13, 14, 15, and 15A are not proposed for demolition and could be repurposed for future RCC use. These buildings could add a net addition of 79 employees (e.g., 132 total current employees – 35 employees removed as a result of demolition of the O.W. Noble Administrative Center – 18 non-replaced employees from Building 13 = 79 employees). The 18 non-replaced employees will be replaced by students for Student Government Activities. The addition of 79 future potential employees on the RCC campus provides the RCC administration staff the

**2 – PROJECT DESCRIPTION**

flexibility to reoccupy the existing buildings that would remain. Table 2-1 provides a breakdown of the employees who will be relocated to the new Student Services and Administration Building.

**Table 2-1  
RCC Existing Employees**

<b>Building</b>	<b>Employees</b>
Building 2A – O.W. Noble Administrative Center (to be demolished)	21
Building 2B – O.W. Noble Administrative Center (to be demolished)	14
Building 9 – Assessment Center	4
Building 13 – Student Center (Ralph H. Bradshaw)	30*
Building 14 – Student Financial Services	19
Building 15 – Admissions and Counseling (Cesar E. Chavez)	40
Building 15A – Annex/Wells Fargo	4
<b>Total</b>	<b>132</b>

**Source:** LLG 2013; see Figure 5, Existing Student Services Programs.

\* 12 net employees (18 employees not to be replaced)

Employees will typically work from 8:00 a.m. to 4:30 p.m., 4:45 p.m., or 5:00 p.m. Monday through Friday during the fall and winter sessions and typically from 7:00 a.m. to 5:00 p.m. Monday through Thursday during the summer sessions.

## **2.5 CONSTRUCTION**

It is anticipated that construction of the proposed new Student Services and Administration Building would commence in summer 2014 and would last approximately 11 months, ending in summer 2015. For the purposes of estimating project emissions and based on information provided by the RCCD, it is assumed that construction activity would occur continuously (i.e., without delays or breaks in the schedule), so that construction of the proposed new building would begin at the end of July 2014 and would be completed by June 2015. Demolition of the existing O.W. Noble Administrative Center would likely not occur the month following completion of the new building; however, for the purposes of estimating pollutant emissions, demolition was assumed to occur in July 2015. Project construction activity, including construction of the new building, paving of the parking lot, and demolition of the existing building, was assumed to occur over 12 months. The analysis contained herein is based on the following assumptions (duration of phases is approximate):

- Demolition – site clearing: July 2014 – August 2014 (5 days)
- Site preparation: August 2014 (5 days)
- Grading: August 2014 (10 days)
- Building construction: August 2014 – May 2015 (8.5 months)

**2 – PROJECT DESCRIPTION**

- Architectural coating: April 2014 – May 2015 (1.5 months)
- Parking lot paving: June 2015 (1 month)
- Demolition – existing O.W. Noble Administrative Center: July 2015 (1 month).

For further information regarding construction, refer to Section 3.4.3, Air Quality. A list of construction equipment is included in Table 3 of Section 3.4.3.

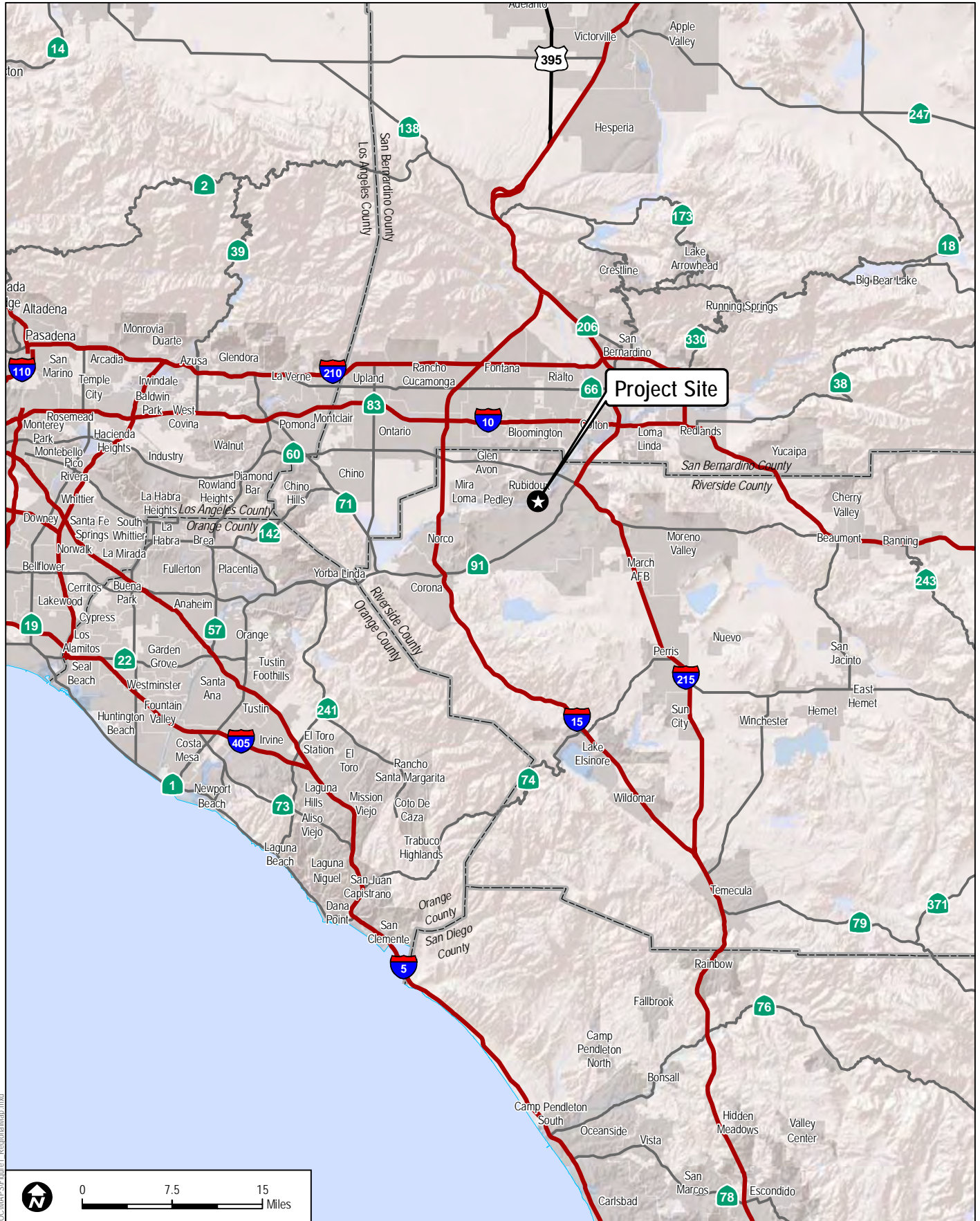
**2.6 ACTIONS**

This section describes actions required for project approval by state and local agencies. Approvals include, but are not limited to, certification of the IS/MND under CEQA and approval of schematic plans by the RCCD, as mentioned in Table 2-2.

**Table 2-2  
 Project Approvals**

<b>Authorizing Jurisdiction or Agency</b>	<b>Action</b>
<i>The RCCD</i>	
Final IS/MND	Approval
Schematic plans	Approval
<i>Division of State Architects</i>	
Grading and Building Permits	Approval
<i>Regional Water Quality Control Board</i>	
National Pollutant Discharge Elimination System Permit	Approval
Stormwater Pollution Prevention Plan and Water Quality Management Plan	Approval
401 Water Quality Certification – Waste Discharge Requirement	Approval
<i>South Coast Air Quality Management District</i>	
Dust Control Plan	Approval





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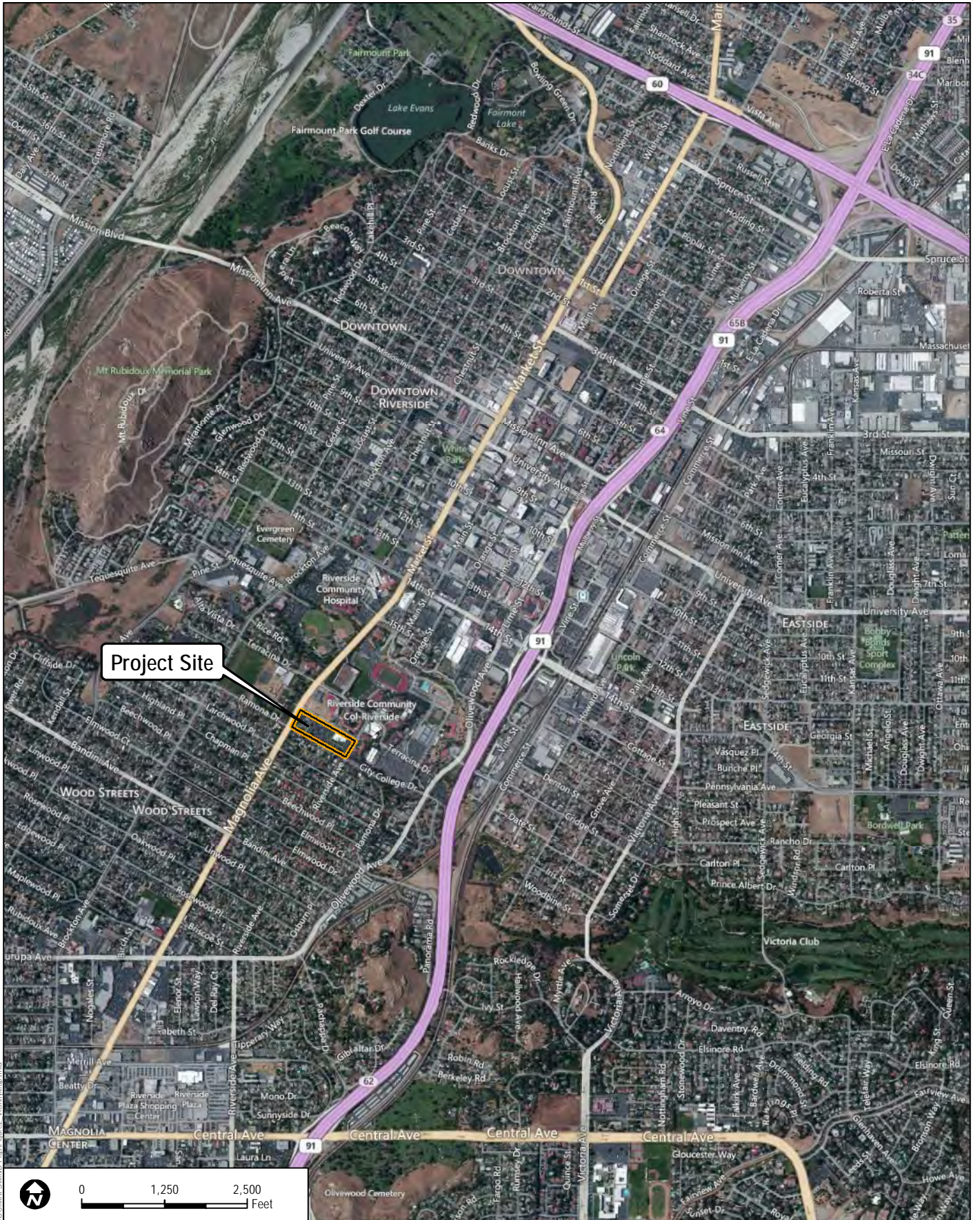
RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**FIGURE 1  
Regional Map**

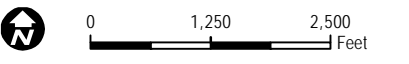
**2 – PROJECT DESCRIPTION**

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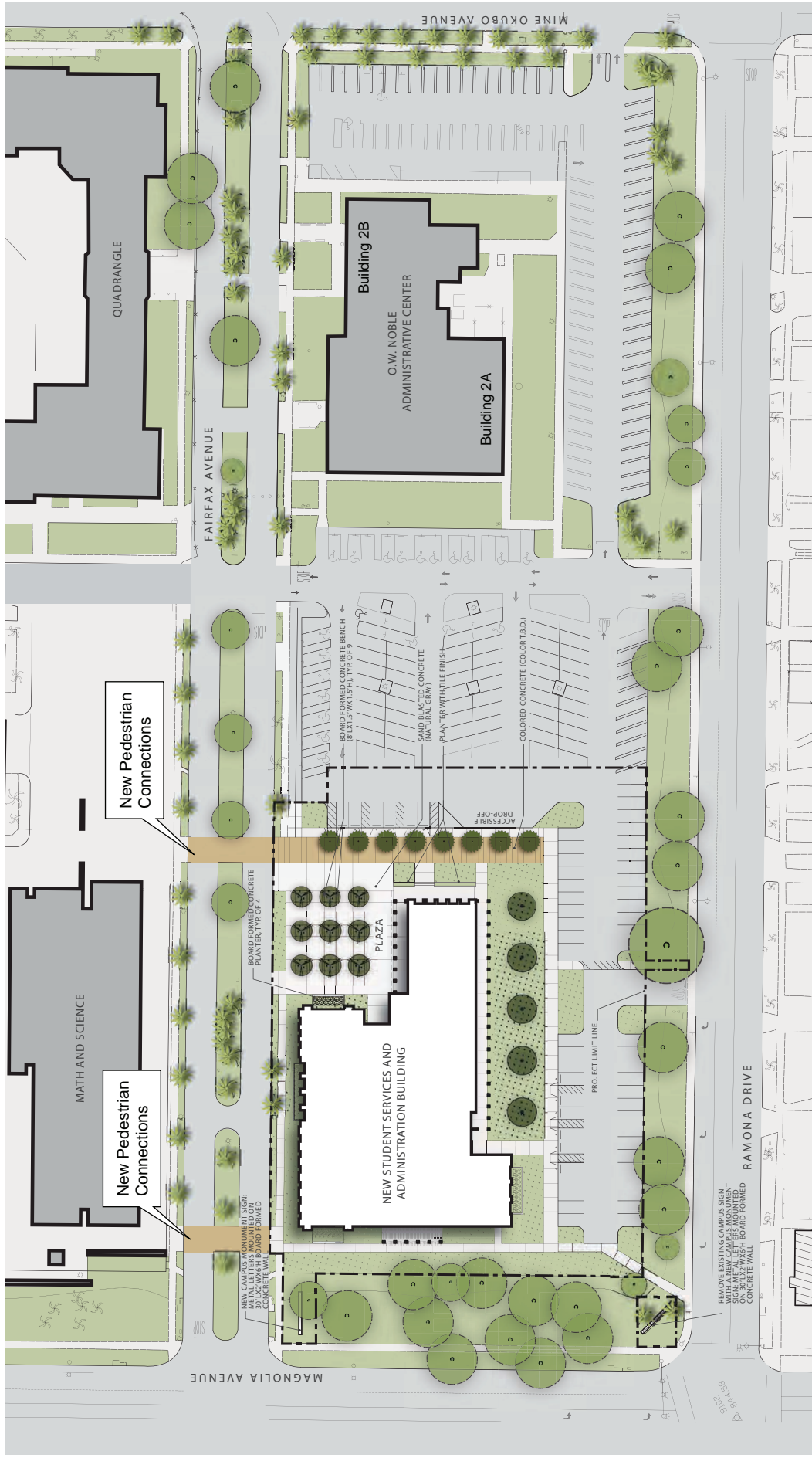
SOURCE: BING MAPPING SERVICE  
RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**FIGURE 2**  
**Vicinity Map**

**2 – PROJECT DESCRIPTION**

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**FIGURE 3a**  
**Existing and Proposed Administration Building**

SOURCE: HMC Architects 2013

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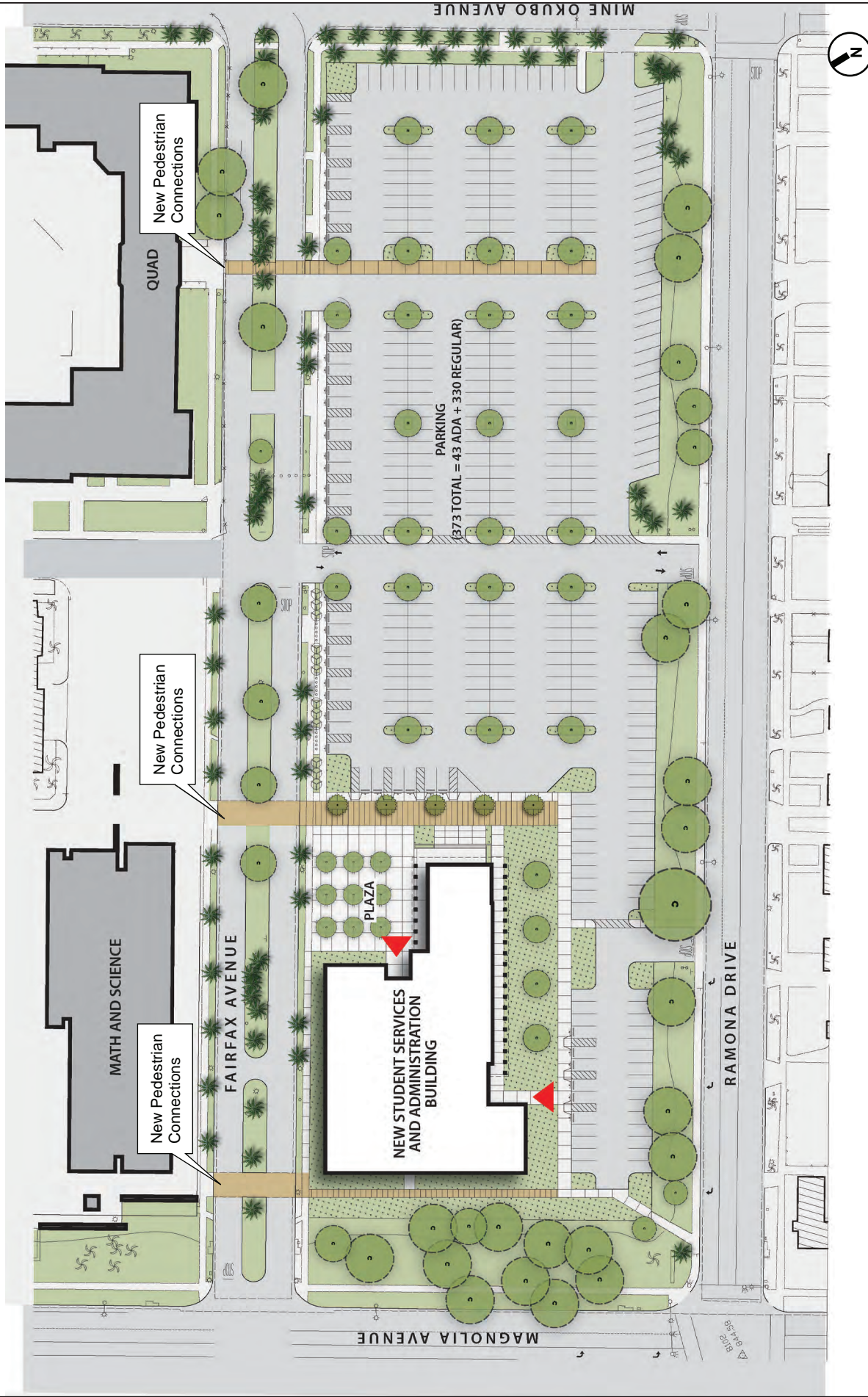
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RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**2 – PROJECT DESCRIPTION**

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SOURCE: HMC Architects 2013

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**FIGURE 3b**  
**Site Plan**

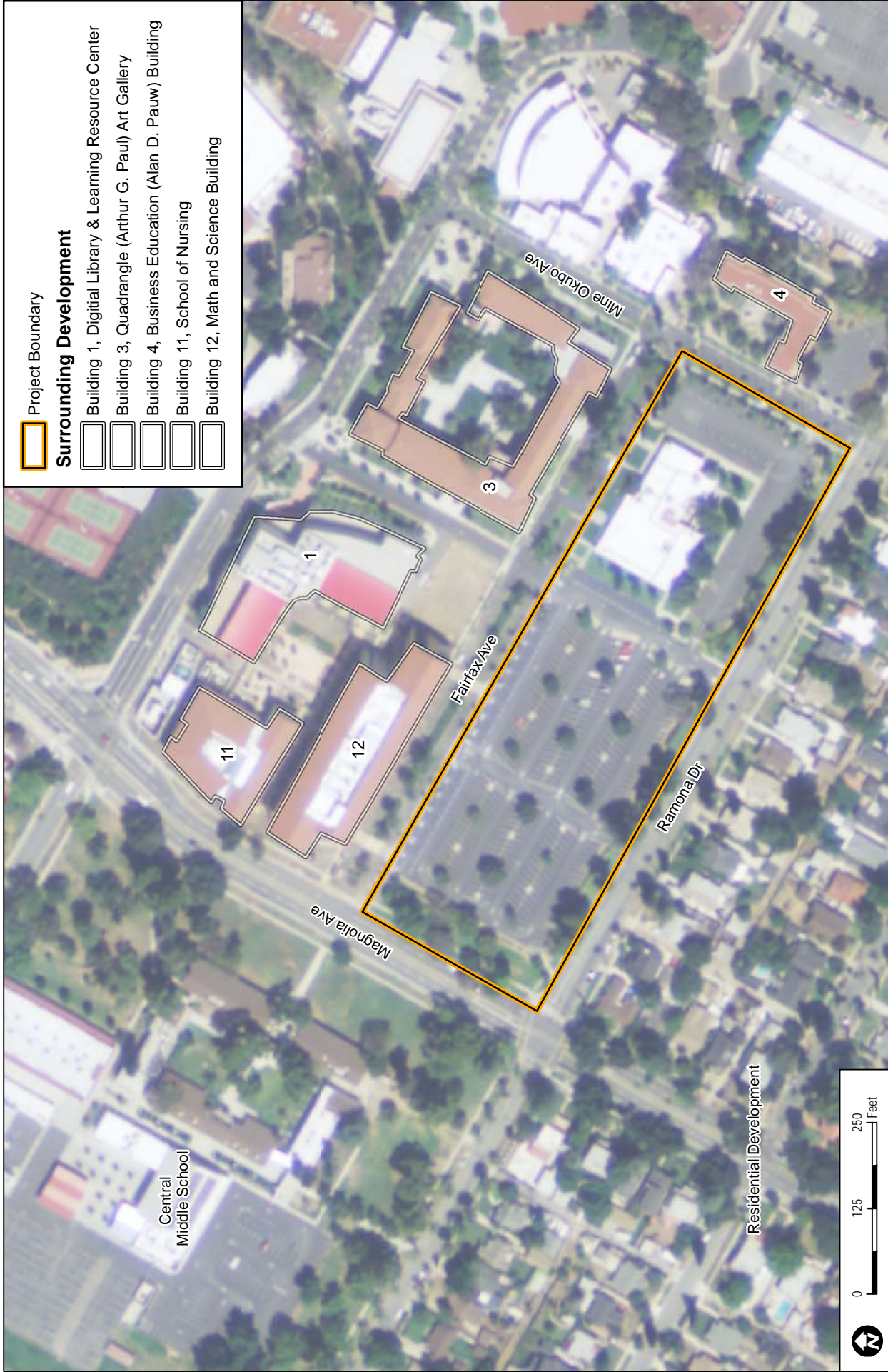
**RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING**


**2 – PROJECT DESCRIPTION**

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-  Project Boundary
- Surrounding Development**
-  Building 1, Digital Library & Learning Resource Center
-  Building 3, Quadrangle (Arthur G. Paul) Art Gallery
-  Building 4, Business Education (Alan D. Pauw) Building
-  Building 11, School of Nursing
-  Building 12, Math and Science Building



SOURCE: MAP 2012

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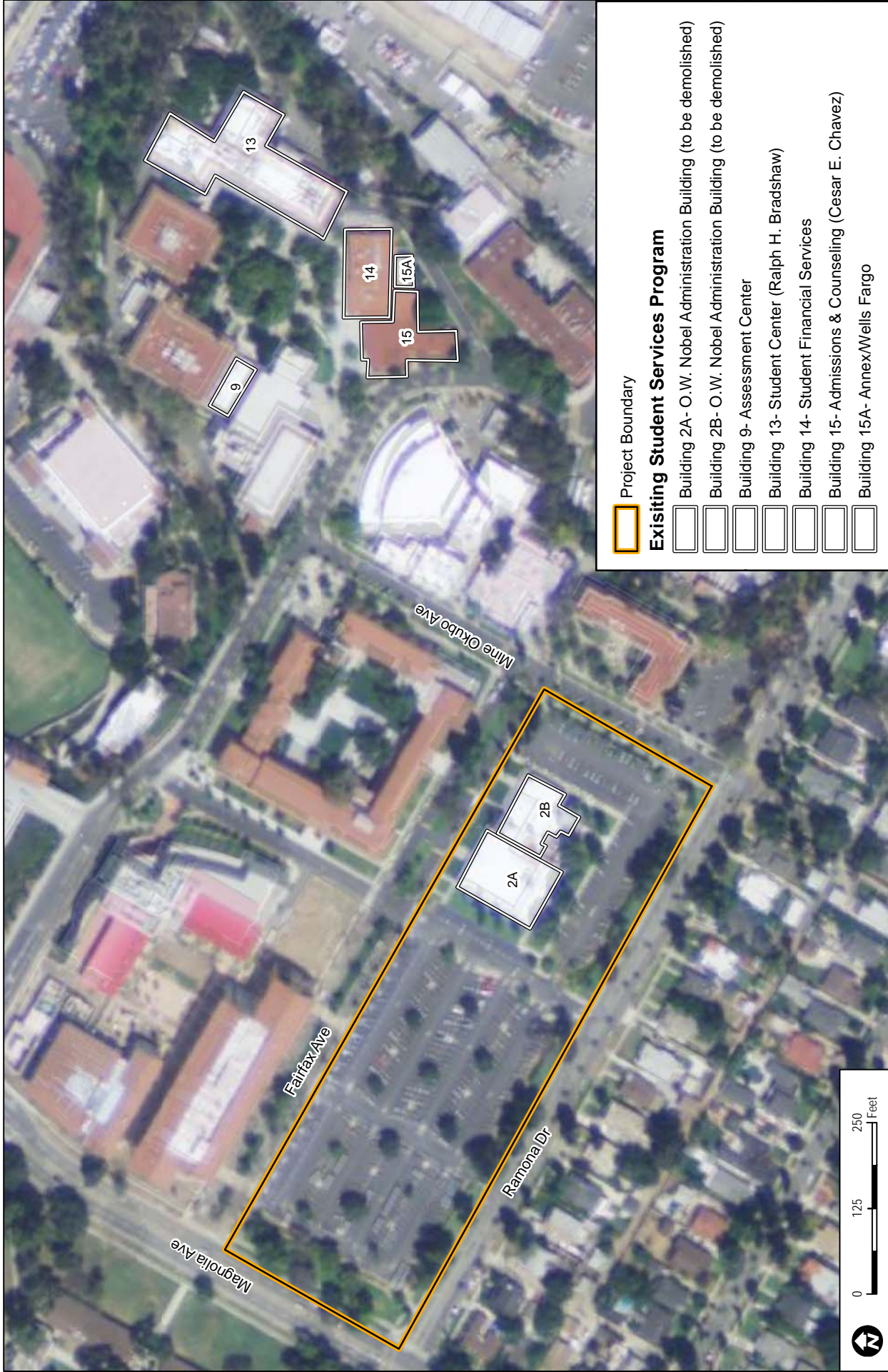
**FIGURE 4**  
**Surrounding Development**

RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**2 – PROJECT DESCRIPTION**

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- Project Boundary
- Existing Student Services Program**
- Building 2A- O.W. Nobel Administration Building (to be demolished)
- Building 2B- O.W. Nobel Administration Building (to be demolished)
- Building 9- Assessment Center
- Building 13- Student Center (Ralph H. Bradshaw)
- Building 14- Student Financial Services
- Building 15- Admissions & Counseling (Cesar E. Chavez)
- Building 15A- Annex/Wells Fargo



SOURCE: NAIP 2012



7815-01

FIGURE 5

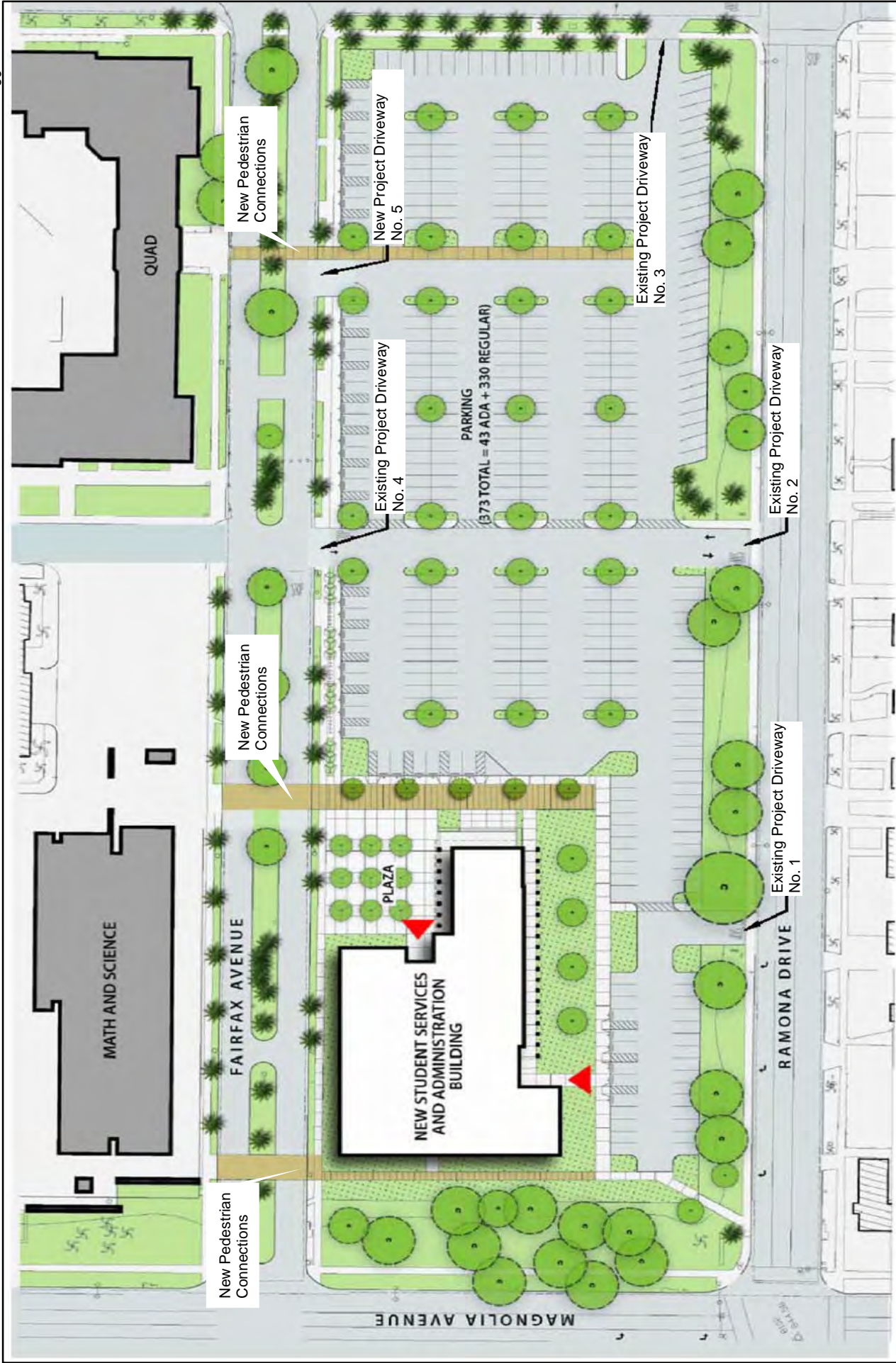
**Existing Student Services Programs**

RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**2 – PROJECT DESCRIPTION**

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**FIGURE 6**  
**Project Site Driveways**

SOURCE: Linscott Law & Greenspan, Engineers 2013

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RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

**2 – PROJECT DESCRIPTION**

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## 3.0 INITIAL STUDY

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### 3.1 INITIAL STUDY ENVIRONMENTAL CHECKLIST

**1. Project title: Riverside City College Campus New Student Services and Administration Building**

**2. Lead agency name and address:**

Riverside Community College District  
450 East Alessandro Boulevard  
Riverside, California 92508

**3. Contact person and phone number:**

Riverside Community College District  
Chris Carlson, Project Manager Chief of Staff and Facilities Development  
Phone: 951.222.8201  
Email: Chris.Carlson@rccd.edu

**4. Project location:**

The proposed project site is located at 4800 Magnolia Avenue, Riverside, California, within the southwestern portion of the RCC campus (Figure 1, Regional Map). More specifically, the project site is bounded by Fairfax Avenue to the northeast, Ramona Drive to the southwest, Magnolia Avenue to the northwest, and Mine Okubo Avenue to the southeast, approximately 0.32 mile west of State Route 91 (SR-91) and approximately 2 miles south of SR-60 (Figure 2, Vicinity Map). The new Student Services and Administration Building will be located on the existing surface parking lot portion of the site, on the east corner of Magnolia Avenue and Ramona Drive (Figures 3a and 3b).

**5. Responsible Campus name and address:**

Riverside City College  
4800 Magnolia Avenue  
Riverside, California 92506

**6. Custodian of the Administrative Record for Project:**

Riverside Community College District  
Chris Carlson, Project Manager Chief of Staff and Facilities Development  
Phone: 951.222.8201  
Email: Chris.Carlson@rccd.edu

**7. Local Planning Context:**

Due to the RCCD's position as an educational institution, the RCCD is not subject to local plans/policies/land use planning regulations. However, the RCCD's relationship to the City of Riverside's general plan and zoning code is documented below for information purposes.

***General plan designation:***

PF – Public Facilities/Institutional

***Zoning:***

PF – Public Facilities

**8. Description of project. (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.):**

The RCCD proposes to construct a new, two-story Student Services and Administration Building with one-story elements to consolidate all student services and administration into an approximately 45,000-square-foot building that will include up to 132 existing employees. The proposed Student Services and Administration Building will be located on the site of an existing parking lot within the southwest portion of the RCC campus. In order to recoup some of the parking spaces lost by constructing the new Student Services and Administration Building, the RCCD also proposes to demolish the existing O.W. Noble Administrative Center (18,797 gross square feet) (Buildings 2A and 2B, which currently house the Executive Administration, Disabled Students Programs, and Veterans Resource Center) on the corner of Fairfax Drive and Mine Okubo Avenue and convert this area to surface parking spaces.

**Construction.** It is anticipated that construction of the proposed new Student Services and Administration Building would commence in summer 2014 and would last approximately 11 months, ending in summer 2015. For the purposes of estimating project emissions and based on information provided by the RCCD, it is assumed that construction activity would occur continuously (i.e., without delays or breaks in the schedule), so that construction of the proposed new building would begin at the end of July 2014 and would be completed by June 2015. Demolition of the existing O.W. Noble Administrative Center would likely not occur the month following completion of the new building; however, for the purposes of estimating pollutant emissions, demolition was assumed to occur in July 2015. Project construction activity, including construction of the



new building, paving of the parking lot, and demolition of the existing building, was assumed to occur over 12 months. The analysis contained herein is based on the following assumptions (duration of phases is approximate):

- Demolition – site clearing: July 2014 – August 2014 (5 days)
- Site preparation: August 2014 (5 days)
- Grading: August 2014 (10 days)
- Building construction: August 2014 – May 2015 (8.5 months)
- Architectural coating: April 2014 – May 2015 (1.5 months)
- Parking lot paving: June 2015 (1 month)
- Demolition – existing O.W. Noble Administrative Center: July 2015 (1 month).

**9. Surrounding land uses and setting:**

The project site is surrounded by the RCC Digital Library and Learning Resource Center (Building 1), School of Nursing (Building 11), Math and Science Building (Building 12), and the RCC Quadrangle (Arthur G. Paul) Art Gallery (Building 3) to the northeast; the RCC Business Education (Alan D. Pauw) Building (Building 4) to the southeast; residential development to the south, southwest, and west; and Central Middle School to the northwest (see Figure 4, Surrounding Development).

**10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):**

- Division of State Architects – Approval of grading and building permits
- Santa Ana Regional Water Quality Control Board
  - Obtainment and approval of a National Pollutant Discharge Elimination System Construction General Permit
  - Obtainment and approval of a Stormwater Pollution Prevention Plan and a site-specific Water Quality Management Plan
  - Obtainment and approval of a 401 Water Quality Certification – Waste Discharge Requirement
- South Coast Air Quality Management District – Obtainment and Approval of a Dust Control Plan

## **3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors listed below are not checked because the proposed project would not result in a “potentially significant impact” after mitigation has been included, as indicated by the checklist on the following pages and supported by substantial evidence provided in this document.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics                 | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources       | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology and Soils                  |
| <input type="checkbox"/> Greenhouse Gas Emissions   | <input type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Hydrology and Water Quality        |
| <input type="checkbox"/> Land Use and Planning      | <input type="checkbox"/> Mineral Resources                  | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population and Housing     | <input type="checkbox"/> Public Services                    | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation and Traffic | <input type="checkbox"/> Utilities and Service Systems      | <input type="checkbox"/> Mandatory Findings of Significance |

### 3.3 DETERMINATION: (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

- The RCCD finds that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- The RCCD finds that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section 4.3 have been incorporated into the project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The RCCD finds that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The RCCD finds that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- The RCCD finds that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

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Chris Carlson, Project Manager  
Riverside Community College District

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Date

### 3.4 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an environmental impact report (EIR) is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (14 CCR 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Used. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

**3 – INITIAL STUDY**

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
  - a. The significance criteria or threshold, if any, used to evaluate each question
  - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

**3.4.1 Aesthetics**

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day- or night-time views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Discussion**

**a) *Would the project have a substantial adverse effect on a scenic vista?***

***Less Than Significant Impact.*** Scenic vistas may consist of either panoramic views of wide distant areas (e.g., mountains and other geographic features) available from established vantage points, or more focused views of a particular object, landscape, or feature. The proposed project consists of the construction of a new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with a surface parking lot, and associated hardscape, landscape, and infrastructure improvements on the existing southwest

portion of the RCC campus. The new Student Services and Administration Building is intended to be an entry statement and welcoming center for the RCC campus at the prominent campus entrance at Fairfax Avenue and Magnolia Avenue (see Figure 7, Student Services and Administration Building).

Scenic vistas for residents and students on the RCC campus include the San Bernardino Mountains in the distance to the north and more immediate views of Mount Rubidoux to the northwest.

Magnolia Avenue borders the project site along the northwestern boundary. Magnolia Avenue is tree-lined, and a small grassy berm with larger mature trees currently runs along the northwestern edge of the site along Magnolia Avenue. Figure CCM-4, Master Plan of Roadways, in the City of Riverside General Plan (General Plan) Circulation Element (2007a) designates Magnolia Avenue as a Parkway, Scenic, and Special Boulevard. Since the berm and mature landscaping will remain in place and provide an additional buffer, no impacts to Magnolia Avenue as a scenic vista will occur.

According to the General Plan Open Space and Conservation Element (2007a), the peak of Mount Rubidoux, which is located approximately 1 mile from the project site, provides a scenic viewpoint. However, due to surrounding development and trees, views from the project site to Mount Rubidoux are limited. Downtown high-rise buildings and the multistory Digital Library and Learning Resource Center, School of Nursing, and Math and Science Building on the RCC campus are located close to the project site, just to the north, and partially obstruct views of the San Bernardino Mountains and Mount Rubidoux as well.

Development of the project site with a new, two-story Student Services and Administration Building with one-story elements will alter viewsheds of the San Bernardino Mountains and Mount Rubidoux, specifically to the Wood Streets Historic District residents south of the project site. Construction of the new Student Services and Administration Building would not be a substantial increase in scale compared to the existing Math and Science Building.

With the demolition of the existing O.W. Noble Administrative Center, Wood Streets residents would have a view of the existing historic Quadrangle Building. The opening of the campus in the vicinity of Mine Okuba Avenue and Fairfax Avenue would provide an aesthetic benefit to the campus by providing a more open viewshed into the heart of the RCC campus.



VIEW FROM MAGNOLIA AVENUE AND FAIRFAX AVENUE

FIGURE 7

**Student Services and Administration Building**

SOURCE: HMC Architects 2013

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RCCD STUDENT SERVICES AND ADMINISTRATION BUILDING

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The proposed project would reflect the existing academic nature of nearby structures within the RCC campus and is being designed in a way to “step down” from the three-story Math and Science Building on the north side of Fairfax Avenue with a two-story component and then a one-story component (closest to the Wood Streets residences). The project would complement the architectural and building design elements of the surrounding RCC campus development as well as the Wood Streets Historic District. Additionally, the Board of Trustees and Division of the State Architect would review and approve the aesthetics of the proposed project to ensure that the architectural design and layout is consistent with the overall campus. As such, since construction and implementation of the proposed project would not result in a substantial adverse effect on a scenic vista, impacts would be **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

**b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?***

***Less Than Significant Impact.*** According to the California Department of Transportation (Caltrans), there are no officially designated or eligible state scenic highways located adjacent to or near the project site (Caltrans 2012). However, the project site is located southeast of Magnolia Avenue and northeast of Ramona Drive and the project would be visible from Magnolia Avenue. Figure CCM-4, Master Plan of Roadways, in the General Plan Circulation Element, designates Magnolia Avenue as a Parkway, Scenic, and Special Boulevard. Additionally, the Magnolia Avenue Specific Plan (City of Riverside 2009) identifies the project site as being located within the Wood Streets Historic District. More specifically, the project site is located within Wood Streets North, which is an area characterized by public facilities (educational and religious) uses connecting the historic single-family residential neighborhood in the Wood Streets South area to the more intensely developed urban downtown area (City of Riverside 2009). The proposed Student Services and Administration Building will be landscaped and designed to be compatible with the existing historical and visual character of the area, and will not detract from the scenic quality of the area. The proposed Student Services and Administration Building will be designed to preserve the existing visual and historical integrity of the RCC campus and of the Wood Streets Historic District by having the two-story element of the building located adjacent to Fairfax Avenue and then “stepping down” toward Ramona Drive with a one-story component. The east corner of Magnolia Avenue and Ramona Drive will change in view from that of an existing parking lot to a structure that will become the RCC campus’s “front door” and thus would enhance the gateway to the Wood Streets Historic District. The existing grassy berms and mature trees lining Ramona Drive and Magnolia Avenue will remain in place.

The Board of Trustees and Division of the State Architect would review and approve the aesthetics of the proposed project to ensure that the architectural design and layout is consistent with that of the overall campus and that the design of the building retains the character and charm of the historic neighborhood to the south. As such, the proposed project would not substantially damage scenic resources such as trees, rock outcroppings, and historic buildings within a state scenic highway. Impacts would be **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

c) ***Would the project substantially degrade the existing visual character or quality of the site and its surroundings?***

***Less Than Significant Impact.*** Refer to Responses 3.4.1(a) and 3.4.1(b). The site is developed with paved surface parking and the O.W. Noble Administrative Center (Buildings 2A and 2B), along with existing ornamental landscaping. The Magnolia Avenue Specific Plan (City of Riverside 2009) identifies the project site as being located within Wood Streets North, which is an area characterized by public facilities (educational and religious) uses connecting the historic single-family residential neighborhood in the Wood Streets South area to the more intensely developed urban downtown area (City of Riverside 2009). The proposed project would result in a change in the existing character of the site from an asphalt parking lot to a new, two-story Student Services and Administration Building with one-story elements and associated hardscape and landscape, which will become the RCC campus's "front door" and thus would enhance the gateway to the Wood Streets Historic District (see Figure 7). Once the Student Services and Administration Building is constructed, demolition of the existing O.W. Noble Administrative Center would occur and the site would be converted to surface parking, with associated landscaping. Construction of the new Student Services and Administration Building would not be a substantial increase in scale compared to the surrounding RCC structures (see Figure 8, Student Services and Administration Building Elevations). The proposed project would reflect the existing academic nature of nearby structures within the campus and would complement the architectural and building design elements of surrounding development. Proposed landscaping associated with the proposed project would add to, and reinforce, the existing features of the campus and surrounding environment. Additionally, the Board of Trustees and the Division of the State Architect would review and approve the aesthetics of the proposed project to ensure that the architectural design and layout is consistent with the overall campus. Potential impacts associated with degradation of the existing visual character or quality of the site and its surroundings are considered **less than significant**.



**FIGURE 8**  
**Student Services Administration Building Elevations**

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Construction activities would cause short-term visual quality impacts to nearby Wood Streets residents, motorists, and college users. Construction equipment would be screened as far away as possible from residential uses. Due to the temporary nature of changes in visual character and quality resulting from construction, and the fact that the existing mature trees will provide screening, impacts are expected to be **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- d) *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

***Less Than Significant Impact with Mitigation Incorporated.*** The project site is already an illuminated area. Currently, there are sources of nighttime light and glare from the existing O.W. Noble Administrative Center and surface parking lot. The proposed project would result in the addition of lighting for the proposed Student Services and Administration Building, walkways, landscaped areas, and parking lot. The overall appearance of the new structure and the intensification of semi-urban, academic-related uses in the project area would be consistent with the overall existing RCC campus setting. Introduction of some amount of nighttime lighting is needed due to safety requirements (e.g., walkway lighting and lighting in areas where line of sight is limited). The additional nighttime lighting could be considered an annoyance to the Wood Streets residents across from the project site on Ramona Drive. Because of this potential impact to residents from additional nighttime lighting, mitigation (Mitigation Measure (MM) AES-1 and MM AES-2) would ensure that light and glare would not adversely affect day or nighttime views in the area. As such, incorporation of MM AES-1 and MM AES-2 would result in **less than significant impacts** to light and glare.

#### **Mitigation Measures**

**MM AES-1:** During construction, the RCCD or its designee shall take steps necessary to ensure that temporary, construction-related security lighting is arranged in such a manner that direct rays will not shine on or produce glare for adjacent street traffic and residential uses.

**MM AES-2:** During the preparation of final site design plans, the RCCD or its designee shall ensure that (1) all light fixtures are shielded away from sensitive viewers so that no light spill leaves the site; (2) motion sensor/detector lights are used whenever feasible to reduce the amount of constant light, especially during the late evening/early morning hours; and (3) lighting fixtures provide illumination appropriate for the level of activity.

### 3.4.2 Agriculture and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared by the California Department of Conservation (CDC 1997) as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project. Forest carbon measurement methodology is provided in the Forest Protocols adopted by the California Air Resources Board (CARB).

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

**No Impact.** The proposed project will be constructed within the existing RCC campus site. The subject site is designated “Urban and Built-Up Land” by the CDC Farmland Mapping

and Monitoring Program (2010) and as depicted in Figure OS-2 of the City’s General Plan 2025 (City of Riverside 2007a). The CDC (2010) defines “Urban and Built-Up Land” as occupied structures with a building density of at least one unit to 1.5 acres, or approximately six structures to a 10-acre parcel. Since the site is already developed and is not located on any Farmland designations, no conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use would occur. As such, **no impacts** would result.

### **Mitigation Measures**

No mitigation measures are required.

- b) ***Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?***

**No Impact.** The City’s Land Use Zoning Map and General Plan Land Use Map indicate that no portion of the project site is located within an area that is zoned for agricultural use. The site is located within the PF – Public Facilities/Institutional designation and includes the existing RCC campus. According to the CDC Williamson Act Map (2012) and as depicted in Figure OS-3, Williamson Act Preserves, in the General Plan 2025 Open Space and Conservation Element (City of Riverside 2007a), there are no Williamson Act contracts on the project site. Since the project is not an agricultural land use and is not under a Williamson Act contract, **no impacts** to an agricultural use or Williamson Act contract would occur.

### **Mitigation Measures**

No mitigation measures are required.

- c) ***Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?***

**No Impact.** The current land use on the project site is PF – Public Facilities/Institutional. The project site is developed with an existing surface parking lot and the existing O.W. Noble Administrative Center. No forest land, timberland, or Timberland Production areas (as defined in California Public Resources Codes 12220(g) and 4526 or Government Code 51104(g)) are located within or adjacent to the project site. Therefore, the proposed project would not conflict with existing zoning for forest land, timberland, or Timberland

Production areas, or result in the loss of forest lands or their conversion to non-forest uses, as none exist. **No impacts** would occur.

- d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

**No Impact.** The project site is currently developed with an existing surface parking lot and the existing O.W. Noble Administrative Center and is not considered forest land. Therefore, implementation of the proposed project would not result in the loss of forest land or conversion of forest land to non-forest use. **No impacts** would occur.

- e) *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

**No Impact.** Refer to responses 3.4.2(a), 3.4.2(c), and 3.4.2(d). Construction and implementation of the proposed project would be within the existing RCC campus site. The subject site is designated “Urban and Built-Up Land” by the CDC Farmland Mapping and Monitoring Program (CDC 2010) and as depicted in Figure OS-2 of the General Plan 2025 (City of Riverside 2007a). No forest land areas, as defined in California Public Resources Code 12220(g), are located within or adjacent to the project site. Therefore, no changes to the existing environment would occur that could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use. **No impacts** would result.

### **Mitigation Measures**

No mitigation measures are required.



### 3.4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

**a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?***

***Less Than Significant Impact.*** The RCCD campus is located within the South Coast Air Basin (SCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The proposed project is within the jurisdictional boundaries of the SCAQMD, which is the local agency responsible for administration and enforcement of air quality regulations for the area.

In December 2012, the SCAQMD adopted a 2012 Final Air Quality Management Plan (AQMP) (SCAQMD 2013) that is designed to meet applicable federal and state requirements for ozone (O<sub>3</sub>) and particulate matter with an aerodynamic diameter equal to or less than 2.5 microns (PM<sub>2.5</sub>). The 2012 AQMP was approved by CARB on January 25, 2013, and is being reviewed by the U.S. Environmental Protection Agency (EPA). Emissions that would result from stationary and area sources during operation under the proposed project may be subject to SCAQMD rules and regulations.

The 2012 AQMP demonstrates attainment of the federal 24-hour PM<sub>2.5</sub> standard by 2014 in the SCAB through adoption of all feasible measures and accommodates planned

growth in the SCAB. Based on general plans for cities and counties in the SCAB, demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry) developed by the Southern California Association of Governments for their 2012 Regional Transportation Plan were used in the 2012 AQMP. The 2012 AQMP reduction and control measures, which are outlined to mitigate emissions, are based on existing and projected land use and development.

Projects are considered consistent with the AQMP, and would not conflict with or obstruct implementation of it, if the growth in socioeconomic factors is consistent with the underlying regional plans used to develop the AQMP. No new growth in student population is envisioned with the proposed project. The proposed new, two-story Student Services and Administration Building with one-story elements would consolidate existing student service programs that are currently dispersed across the RCC campus into a new, approximately 45,000-square-foot building. The proposed Student Services and Administration Building will provide office space for up to 132 existing employees who are currently located within seven different existing campus buildings. Buildings 9, 13, 14, 15, and 15A are not proposed for demolition and could be repurposed for future RCC use. These repurposed buildings could accommodate a net addition of 79 employees on the RCC campus. This net increase of 79 employees is the basis for the analysis contained herein.

The project site is designated PF – Public Facilities/Institutional and PF – Public Facilities, respectively, in the City’s General Plan and Zoning. The site is currently developed with a surface parking lot and the existing O.W. Noble Administrative Center, which is in compliance with the PF designations for the site. The proposed project would be consistent with the PF land use and zoning designations as a public educational use and no change in land use would occur with the implementation of the project. The new Student Services and Administration Building was also included in the RCC Master Plan Update (RCCD 2012). Because long-range plans for the site reflect continued institutional use in both the City’s General Plan and the RCC Master Plan and because the proposed project would be an institutional use, the proposed project would be considered consistent with the development envisioned in the City’s General Plan.

Accordingly, the proposed project would result in levels of students, employment, and vehicle trips that are consistent with the previously planned development of the project site and the Southern California Association of Governments’ growth projections anticipated in SCAQMD’s 2012 AQMP. Because the planned growth of the RCC campus and the RCCD have been factored into the underlying growth projections of the 2012 AQMP, the proposed project would not result in a conflict with or obstruct implementation of the applicable air quality plan. Thus, this impact would be **less than significant**.

## Mitigation Measures

No mitigation measures are required.

- b) ***Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?***

***Less Than Significant Impact.*** Project-generated construction emissions would be less than the SCAQMD significance thresholds.

**SCAB Attainment Designation.** An area is designated as in attainment when it is in compliance with the National Ambient Air Quality Standards (NAAQS) and/or the California Ambient Air Quality Standards (CAAQS). These standards are set by the EPA and CARB, respectively, for the maximum level of a given air pollutant that can exist in the outdoor air without unacceptable effects on human health or the public welfare. The criteria pollutants of primary concern that are considered in this air quality assessment include O<sub>3</sub>, nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), and particulate matter with a diameter less than or equal to 10 microns (PM<sub>10</sub>) and PM<sub>2.5</sub>. Although there are no ambient standards for volatile organic compounds (VOCs) or oxides of nitrogen (NO<sub>x</sub>), they are important as precursors to O<sub>3</sub>.

The entire SCAB is designated as a nonattainment area for both federal and state O<sub>3</sub> standards. The EPA has classified the SCAB as an “extreme” nonattainment area and has mandated that it achieve attainment no later than June 15, 2024. The federal NO<sub>2</sub> standard was revised in 2010, and all areas of California have been designated unclassifiable/nonattainment. The SCAB is designated as a nonattainment area for the state NO<sub>2</sub> standards; as an attainment area for federal and state CO and SO<sub>2</sub> standards; as an attainment area for the federal PM<sub>10</sub> standard and as a nonattainment area for the state PM<sub>10</sub> standards; and as a nonattainment area for the state and federal PM<sub>2.5</sub> standards. Riverside County is designated unclassifiable/attainment for state and federal lead standards.

**SCAQMD Thresholds.** The SCAQMD *CEQA Air Quality Handbook*, as revised in March 2011 (SCAQMD 1993, 2011), sets forth quantitative emission significance thresholds for criteria air pollutants below which a project would not have a significant impact on ambient air quality. Project-related air quality impacts estimated in this environmental analysis would be considered significant if any of the applicable significance thresholds presented in Table 3-1, SCAQMD Air Quality Significance Thresholds, would be exceeded. The emission-based thresholds for O<sub>3</sub> precursors are intended to serve as a surrogate for an “ozone significance threshold” (i.e., the potential for adverse O<sub>3</sub> impacts to occur) because O<sub>3</sub> itself is not emitted directly, and the effects of an individual project’s emissions of O<sub>3</sub> precursors (VOC and NO<sub>x</sub>) on O<sub>3</sub> levels in ambient air cannot be determined through air quality models or other quantitative methods.

**Table 3-1  
 SCAQMD Air Quality Significance Thresholds  
 (Criteria Pollutants Mass Daily Thresholds)**

Pollutant	Construction (pounds/day)	Operation (pounds/day)
VOCs	75	55
NO <sub>x</sub>	100	55
CO	550	550
SO <sub>x</sub>	150	150
PM <sub>10</sub>	150	150
PM <sub>2.5</sub>	55	55
Lead <sup>a</sup>	3	3

**Source:** SCAQMD 1993, 2011.

<sup>a</sup> The phase-out of leaded gasoline started in 1976. Since gasoline no longer contains lead, the proposed project is not anticipated to result in impacts related to lead; therefore, lead is not discussed in this analysis.

**Construction Emissions.** Construction of the proposed project would result in a temporary addition of pollutants to the local airshed caused by soil disturbance, dust emissions, and combustion pollutants from on-site construction equipment, as well as from employee vehicles and off-site trucks hauling construction materials. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation, and for dust, the prevailing weather conditions. Therefore, such emission levels can only be approximately estimated with a corresponding uncertainty in precise ambient air quality impacts.

Pollutant emissions associated with temporary construction activity were quantified using the California Emissions Estimator Model (CalEEMod), Version 2013.2. Construction emissions were calculated for the estimated worst-case day over the construction period. Default values provided by the program were used where detailed project information was not available.

It is anticipated that construction of the proposed new Student Services and Administration Building would commence in summer 2014 and would last approximately 11 months, ending in summer 2015. For purposes of estimating project emissions, and based on information provided by the RCCD, it is assumed that construction activity would occur continuously (i.e., without delays or breaks in the schedule), so that construction of the proposed new building would begin at the end of July 2014 and would be completed by June 2015. Demolition of the existing O.W. Noble Administrative Center would likely not occur the month following completion of the new building; however, for the purposes of estimating pollutant emissions, demolition was assumed to occur in July 2015. Project construction activity, including construction of the new building, paving of the parking lot, and demolition of the existing building, was assumed

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to occur over 12 months. The analysis contained herein is based on the following assumptions (duration of phases is approximate):

- Demolition – site clearing: July 2014–August 2014 (5 days)
- Site preparation: August 2014 (5 days)
- Grading: August 2014 (10 days)
- Building construction: August 2014–May 2015 (8.5 months)
- Architectural coating: April 2014–May 2015 (1.5 months)
- Parking lot paving: June 2015 (1 month)
- Demolition – existing O.W. Noble Administrative Center: July 2015 (1 month).

The construction equipment mix and estimated hours of equipment operation per day used for the air emissions modeling of the proposed project are shown in Table 3-2, Construction Equipment. For this analysis, it was assumed that heavy construction equipment would be used 5 days a week (22 days per month) during project construction. To estimate motor vehicle emissions generated by worker vehicles (i.e., light-duty trucks and automobiles), it was assumed that each worker would generate two one-way trips per day.

In addition to construction equipment operation and worker trips, emissions from hauling trucks (i.e., dump trucks) and vendor trucks (i.e., delivery trucks) were estimated based on CalEEMod defaults. Dump truck trips were assumed to be required during demolition to transport the demolished building material, and vendor trucks transporting concrete, steel, and other building materials were assumed during the building construction phase. Estimated daily worker and vendor trips and total estimated haul truck trips are provided in Appendix A.

**Table 3-2  
 Construction Equipment**

Construction Phase	Equipment	Quantity
Demolition – site clearing	Concrete/industrial saws	1
	Excavators	3
	Rubber-tired dozers	1
Site preparation	Rubber-tired dozers	2
	Tractors/loaders/backhoes	3
Grading	Excavators	1
	Graders	1
	Rubber-tired dozers	1
	Tractors/loaders/backhoes	3

**Table 3-2  
 Construction Equipment**

Construction Phase	Equipment	Quantity
Building construction	Cranes	1
	Forklifts	3
	Generator sets	1
	Tractors/loaders/backhoes	3
	Welders	1
Architectural coating	Air compressors	3
Parking lot paving	Pavers	2
	Paving equipment	2
	Rollers	2
Demolition – existing administration building	Concrete/industrial saws	1
	Excavators	3
	Rubber-tired dozers	2

Implementation of the proposed project would generate construction-related air pollutant emissions from three general activity categories: entrained dust, vehicle emissions, and architectural coatings. Entrained dust results from the exposure of earth surfaces to wind from the direct disturbance and movement of soil, resulting in PM<sub>10</sub> and PM<sub>2.5</sub> emissions. The project would be required to comply with SCAQMD Rule 403 to control dust emissions generated during the parking lot demolition and other grading activities. Standard construction practices that would be employed to reduce fugitive dust emissions include watering of the active sites approximately three times daily, depending on weather conditions. Internal combustion engines used by construction equipment and hauling trucks (dump trucks), vendor trucks (i.e., delivery trucks), and worker vehicles would result in emissions of NO<sub>x</sub>, VOCs, CO, PM<sub>10</sub>, and PM<sub>2.5</sub>. The application of architectural coatings, such as exterior/interior paint and other finishes, would also produce VOC emissions.

Table 3-3, Estimated Daily Maximum Construction Emissions, presents the estimated maximum unmitigated daily construction emissions generated during construction of the proposed project.

**Table 3-3**  
**Estimated Daily Maximum Construction Emissions**  
**(pounds/day unmitigated)**

	VOCs	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Year 2014	6.51	41.15	30.22	0.04	7.03	4.63
Year 2015	16.80	45.08	34.03	0.05	4.06	3.04
<b>Maximum daily</b>	<b>16.80</b>	<b>45.08</b>	<b>34.03</b>	<b>0.05</b>	<b>7.03</b>	<b>4.63</b>
<i>Pollutant threshold</i>	75	100	550	150	150	55
Threshold exceeded?	No	No	No	No	No	No

**Notes:** See Appendix A for complete results. These estimates reflect control of fugitive dust required by Rule 403.

Maximum daily emissions of NO<sub>x</sub> would occur during the demolition phase in 2015 as a result of off-road equipment operation and on-road haul trucks. Fugitive dust and off-road equipment emissions during the site preparation phase in 2014 would generate the maximum daily PM<sub>10</sub> and PM<sub>2.5</sub> emissions. The application of architectural coatings in 2015 would produce the maximum daily VOC emissions.

As shown in Table 3-3, daily construction emissions would not exceed the SCAQMD significance thresholds for VOCs, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub> during construction in all construction years. Furthermore, construction-generated emissions would be temporary and would not represent a long-term source of criteria air pollutant emissions.

**Operational Emissions.** The project proposes to construct a new Student Services and Administration Building that would operate as the same land uses, provide the same facilities, and serve essentially the same users as the seven different existing campus buildings housing student services, but would potentially result in the net addition of 79 future potential employees on the RCC campus.

Operation of the project would produce VOCs, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions from area sources, including natural gas combustion, use of consumer products, and motor vehicle trips to and from project land uses. The proposed project would primarily impact air quality through vehicular traffic generated by the additional campus staff.

Emissions associated with daily traffic were modeled using trip generation rates provided in the TIA prepared for the proposed project (LLG 2013, Appendix B). It was assumed that each RCC employee would generate 3.7 trips per day. Accordingly, the addition of 79 net employees would result in a net increase of 292 trips per day. The CalEEMod default data for temperature, variable start information, and emission factors (all conservative values) were used for the model inputs. Project-related traffic was assumed to consist of a mixture of vehicles in accordance with the model outputs for traffic.

Emission factors representing the vehicle mix and emissions for 2016 were used to represent the first year of operation, consistent with the TIA.

CalEEMod was also used to estimate emissions from the area sources, which include natural gas appliances, space and water heating, gasoline-powered landscape maintenance equipment, and the use of consumer products and architectural coatings for maintenance of buildings. The estimation of operational area source emissions was based on land use defaults and total square footage of the 45,000-square-foot Student Services and Administration Building.

Table 3-4, Estimated Daily Maximum Operational Emissions (2016), presents the maximum daily area and energy source and vehicle source emissions. The values shown are the maximum summer or winter daily emissions results from CalEEMod. Details of the emission calculations are provided in Appendix A.

**Table 3-4**  
**Estimated Daily Maximum Operational Emissions (2016)**  
**(pounds/day unmitigated)**

	VOCs	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area and energy	1.20	0.18	0.16	0.00	0.01	0.01
Mobile	6.98	6.69	21.75	0.05	3.83	1.08
<b>Combined emissions</b>	<b>8.18</b>	<b>6.87</b>	<b>21.91</b>	<b>0.05</b>	<b>3.84</b>	<b>1.09</b>
<i>Pollutant threshold</i>	55	55	550	150	150	55
Threshold exceeded?	No	No	No	No	No	No

**Notes:** See Appendix A for complete results.

As shown in Table 3-4, daily operational emissions would not exceed the SCAQMD significance thresholds for VOCs, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub>. Impacts would be **less than significant**.

### Mitigation Measures

No mitigation measures are required.

- c) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?*

**Less Than Significant Impact.** As stated previously, the SCAB is a nonattainment area for O<sub>3</sub>, NO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> under the NAAQS and/or the CAAQS. The poor air quality



in the SCAB is the result of cumulative emissions from motor vehicles, off-road equipment, commercial and industrial facilities, and other emission sources. Projects that emit these pollutants or their precursors (e.g., VOCs and NO<sub>x</sub> for O<sub>3</sub>), potentially contribute to poor air quality. As indicated in Table 3-3, the construction emissions from the proposed project would not exceed SCAQMD significance thresholds.

By continuing to provide administrative facilities, the proposed Student Services and Administration Building would not generate an increase in motor vehicle trips associated with students, but would generate trips associated with the potential addition of 79 employees. The improved Student Services and Administration Building would operate at a higher energy efficiency than the seven existing student services buildings, including the O.W. Noble Administrative Center, which would be demolished as a result of the project. Furthermore, the project would incorporate sustainable design and energy-use reduction measures that are currently not present in the O.W. Noble Administrative Center. Therefore, the project would not increase operational criteria air pollutant emissions resulting from energy use relative to those associated with the existing building. Furthermore, the project would not conflict with the SCAQMD 2012 AQMP, which addresses the cumulative emissions in the SCAB. Accordingly, the proposed project would not result in a cumulatively considerable increase in emissions of nonattainment pollutants. Thus, this impact would be **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

**d) *Would the project expose sensitive receptors to substantial pollutant concentrations?***

***Less Than Significant Impact.*** The SCAQMD recommends the evaluation of localized NO<sub>2</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> construction-related impacts to sensitive receptors in the immediate vicinity of the project site. Sensitive receptors include but are not limited to residential land uses, schools, open space and parks, recreational facilities, hospitals, resident care facilities, daycare facilities, or other facilities that may house individuals with health conditions that would be affected by poor air quality.

The project site is surrounded by the RCC Digital Library and Learning Resource Center (Building 1), School of Nursing (Building 11), Math and Science Building (Building 12), and the RCC Quadrangle (Arthur G. Paul) Art Gallery (Building 3) to the northeast; the RCC Business Education (Alan D. Pauw) Building (Building 4) to the southeast; residential development to the south, southwest, and west; and Central Middle School to the northwest (see Figure 4, Surrounding Development).

The off-site existing sensitive receptors closest to the construction of the proposed Student Services and Administration Building and the demolition of the existing O.W. Noble Administrative Center are residences located approximately 100 feet southwest of the project site. For the purposes of the localized significance thresholds (LST) analysis, it is assumed that the area of the construction site would be 2.6 acres and the sensitive receptors would be located within 30 meters (100 feet) of construction activity. Estimated maximum on-site emissions generated during 2014 or 2015 were used.

The impacts were analyzed using methods consistent with those in the SCAQMD Final Localized Significance Threshold Methodology (SCAQMD 2008) for Source Receptor Area 23 (Metropolitan Riverside County). The LST thresholds for sensitive receptors located 30 meters (100 feet) from a 2.6-acre construction site were extrapolated using the SCAQMD LST Methodology lookup tables for the distance criteria for sensitive receptors located 25 meters (80 feet) and 50 meters (165 feet) from a site and area criteria for 2-acre and 5-acre sites, respectively. The extrapolated allowable LST emission rates for Source Receptor Area 23 are shown in Table 3-5, LST Analysis for Construction Emissions, and compared to the maximum daily on-site construction emissions of these pollutants.

**Table 3-5**  
**LST Analysis for Construction Emissions**

Pollutant	Maximum Construction Emissions (pounds/day) <sup>a</sup>	LST Criteria (pounds/day)	Exceeds LST?
NO <sub>2</sub>	44	245	No
CO	33	1,106	No
PM <sub>10</sub>	7	11	No
PM <sub>2.5</sub>	5	5	No

**Source:** SCAQMD 2008. See Appendix A for complete results.

<sup>a</sup> Construction emissions estimates are based on estimated maximum daily construction emissions in 2014 or 2015 and rounded to the nearest pound.

As shown in Table 3-5, construction activities would not generate emissions in excess of site-specific LSTs, and impacts to sensitive receptors in the vicinity of the project site would be **less than significant**. In addition, diesel equipment would also be subject to the Airborne Toxic Control Measures for in-use mobile construction equipment promulgated by CARB, which would minimize diesel particulate matter emissions.

### Mitigation Measures

No mitigation measures are required.

e) ***Would the project create objectionable odors affecting a substantial number of people?***

***Less Than Significant Impact.*** Sensitive receptors located within the vicinity of the proposed development on the RCC campus include residences to the south, southwest, and west of the project area. Construction of proposed project components would result in the emission of diesel fumes and other odors typically associated with construction activities. These compounds would be emitted in varying amounts on campus, depending on where construction activities were occurring. Furthermore, SCAQMD rules restrict the VOC content (the source of odor-causing compounds) in paints. Construction of the proposed project would use typical construction techniques in compliance with SCAQMD rules. Odors are highest near the source and would quickly dissipate off site. Any odors associated with construction activities would be temporary and would cease upon project completion.

Land uses and industrial operations that typically are associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding operations. The proposed project entails construction of an administration building and would not result in the creation of a land use that is commonly associated with odors. In addition, the proposed administrative facilities would replace existing administrative facilities and would not represent a new land use. Accordingly, it is not anticipated that the proposed land uses would result in objectionable odors and impacts would be **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

### 3.4.4 Biological Resources

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) ***Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

***Less Than Significant Impact.*** The proposed project site is not known to contain habitat for any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and

Wildlife (CDFW)<sup>1</sup> or U.S. Fish and Wildlife Service (USFWS), due to the disturbed and urban nature of the project site. The majority of on-site vegetation is composed of ornamental landscaping. Additionally, wildlife on site is limited to common species typically found in urban environments. The site has already been scraped and paved for surface parking and the existing O.W. Noble Administrative Center. The area around the site has been primarily developed for residential, school, and college uses. Therefore, impacts associated with candidate, sensitive, or special-status species as identified in local or regional plans, policies, or regulations or by the CDFW or the USFWS would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

**No Impact.** Refer to Response 3.4.4(a). No riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the CDFW or the USFWS exist on the project site, due to the disturbed and urban nature of the project site. The site is developed with an existing surface parking lot and the existing O.W. Noble Administrative Center. **No impacts** on riparian habitat or any other sensitive natural community would be expected as a result of the proposed project.

#### **Mitigation Measures**

No mitigation measures are required.

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<sup>1</sup> As of September 2012, the California Department of Fish and Game (CDFG) has changed its name to the California Department of Fish and Wildlife (CDFW). In quoted material and when citing documents published before the official name change, the original name is retained; in original text and for documents published after the official name change, CDFW is used.

- c) *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

**No Impact.** The site is developed with an existing surface parking lot and the existing O.W. Noble Administrative Center. No federally protected wetlands as defined by Section 404 of the Clean Water Act exist on the project site, due to the disturbed and urban nature of the project site. Runoff from the project site does not flow toward any significant riparian feature and would not affect any wetlands. As such, implementation of the proposed project would not result in impacts to any wetlands. **No impacts** to federally protected wetlands would occur as a result of the proposed project.

**Mitigation Measures**

No mitigation measures are required.

- d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?*

**No Impact.** The project site is within an urbanized area and has been previously graded and developed with an existing surface parking lot and the existing O.W. Noble Administrative Center. The project site is also surrounded by existing development on all sides. Therefore, the site does not function as a regional wildlife corridor or habitat linkage. **No impacts** would be anticipated as a result of the proposed project.

**Mitigation Measures**

No mitigation measures are required.

- e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

**No Impact.** The project site is located within an urbanized area and has been previously graded and developed. There are no General Plan policies related to protection of biological resources applicable to the project, nor is there a City tree preservation policy that would affect the project. Therefore, the proposed project is not subject to any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The City does have an Urban Forestry Policy Manual (City of Riverside 2007b), but it does not relate to the ornamental landscaping on the project site. Therefore,

**no impacts** related to a tree preservation policy or ordinance would occur as a result of the proposed project.

**Mitigation Measures**

No mitigation measures are required.

- f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

**Less Than Significant Impact.** The project site has previously been disturbed and is currently developed with a surface parking lot and the existing O.W. Noble Administrative Center. The project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Since the RCCD is not a Permittee to the MSHCP, the RCCD does not have to comply with the MSHCP. The project site is not located in a Criteria Cell under the MSHCP and therefore is not located in an area that would conflict with the ability of the MSHCP Reserve to be obtained. As such, impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

**3.4.5 Cultural Resources**

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Discussion

- a) ***Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?***

***Less Than Significant Impact with Mitigation Incorporated.*** Part of the project includes the demolition of the existing O.W. Noble Administrative Center. Wilkman Historical Services (WHS) evaluated the historical significance of the existing O.W. Noble Administrative Center, identified historical resources around the project site, and evaluated whether the proposed project would negatively affect surrounding historical resources (WHS 2013, Appendix C).

The existing O.W. Noble Administrative Center was named in honor of Orland W. “Bill” Noble, RCC’s president from 1950 to 1963 (see Appendix C). The existing O.W. Noble Administrative Center, the Admissions/Counseling Building, the Music Building, the Arts Building, the Huntley Gymnasium, the Cutter Pool Building, Landis Auditorium, and the Cosmetology Building were the eight Modern buildings added to the RCC campus after World War II, between 1948 and 1964. Prominent Modern architects designed these buildings. The existing O.W. Noble Administrative Center was designed by prominent Riverside architect Herman O. Ruhnu. The O.W. Administration Building design reflects the Miesian International Modern architectural style and its floor plan originally consisted of two modules. An easterly module was designed to accommodate administrative offices and the westerly module was designed to provide classroom space. Today, the existing O.W. Administration Building is entirely occupied by offices (see Appendix C).

As discussed in the CEQA Guidelines, Section 15064.5, historical resources need not only include such resources already identified as being listed on the California Register of Historical Resources, but may include resources deemed by the lead agency to be eligible for listing. Such a resource can be a structure, building, place, or area that may have been associated with an event or person or that may represent distinctive characteristics of a type, period, region, or method of construction; or it may reveal additional information important to our understanding of history. WHS determined that the O.W. Noble Administrative Center does not meet either of the historical designation criteria mentioned above. WHS stated that while the O.W. Noble Administrative Center housed RCC’s administrative leaders and has been the location where decisions on the future of the campus were made, the administrators and the duties they carried out were typical of any similar institution during the time frame of the building (see Appendix C). WHS determined that the O.W. Noble Administrative Center did not qualify for individual historical designation for its architecture because it did not compare with the



Cutter Pool Building, the Cosmetology Building, Landis Auditorium, or the Arts Building, which are eligible for historical designation (see Appendix C). Furthermore, WHS stated that the existing O.W. Noble Administrative Center falls well short of the creativity of other Ruhnau works in Riverside, California, such as the Riverside Community Hospital Bed Tower, the Law Library, the Marcy Branch Library, and the Press Enterprise Building. The use of sheet metal plant-ons to give the appearance of an extremely visible structural system on the O.W. Noble Administrative Center is a violation of Miesian architectural principles (see Appendix C), which also prevents the O.W. Noble Administrative Center being deemed architecturally unique or significant.

WHS assigned a historical resources status code of “6L” (determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning) to the O.W. Noble Administrative Center. The 6L status code acknowledges that, while the building does not qualify for historical designation at any level, it is a distinct component of RCC’s post-World War II history and deserves consideration in the planning process related to the overall project. Although not determined to be significant, the loss of the existing O.W. Noble Administrative Center will be mitigated to reduce impacts to the overall RCC campus. Incorporation of **MM CUL-1** through **MM CUL-4** will reduce impacts to **less than significant** levels.

The Wood Streets Historic District is located across Ramona Drive from the project site. WHS determined that the design of the new Student Services and Administration Building and its immediate site is sensitive to the historical residences within the Wood Streets Historic District. However, preservation of the mounded landscaping along Ramona Drive (**MM CUL-5**) will ensure that impacts to the Wood Streets Historic District are buffered; impacts would be considered **less than significant**.

WHS also evaluated the indirect impacts the demolition of the existing O.W. Noble Administrative Center could have on surrounding historical resources. WHS evaluated indirect impacts to the historical residences in the Wood Streets Historic District located southwest of Ramona Drive, to Fairfax Avenue, and to the Quadrangle Building. WHS identified Fairfax Avenue as a historical street; however, the proposed project does not propose alterations to Fairfax Avenue that would significantly change its appearance (pedestrian crossings may be enhanced). The Quadrangle Building, designated as a City Landmark and eligible for listing in the National Register of Historic Places, is located across Fairfax Avenue from the existing O.W. Noble Administrative Center. Upon demolition, there will be more views to the Quadrangle Building from campus as well as from the Wood Streets Historic District across Ramona Drive, even though the landscaping and the building that is currently on site will be replaced by a paved parking

lot. **MM CUL-6** and **MM CUL-7** would be incorporated to ensure that indirect impacts to the Quadrangle Building would be **less than significant**.

### **Mitigation Measures**

In order to reduce impacts related to the demolition of the existing O.W. Noble Administrative Center, the following mitigation measures shall be incorporated.

**MM CUL-1:** Prior to occupancy of the new Student Services and Administration Building, the Riverside Community College District (RCCD) shall recognize O.W. Noble in naming a portion of the new Student Services and Administration Building after him.

**MM CUL-2:** Prior to occupancy of the new Student Services and Administration Building, the RCCD shall create an interpretive feature associated with the new Student Services and Administration Building that tells the story of O.W. Noble and his leadership for Riverside City College (RCC) during the booming postwar period. An important aspect of the interpretive feature would be showcasing the Modern buildings built during O.W. Noble's leadership, using the existing O.W. Noble Administrative Center as a focal point, but also featuring the Huntley Gym, the Music Building, the Cutter Pool Building, the Cosmetology Building, Landis Auditorium, and the Arts Building.

**MM CUL-3:** Prior to occupancy of the new Student Services and Administration Building, the RCCD shall incorporate elements of the O.W. Noble Administrative Center, such as the RCC seal and dedication plaque (per the Historic Resources Survey and Evaluation report (Appendix C)) at the main Fairfax Avenue entrance of the O.W. Noble Administrative Center, into the interpretive feature described in **MM CUL-2**.

**MM CUL-4:** Prior to the demolition of the existing O.W. Noble Administrative Center, the RCCD shall provide an opportunity for architectural salvage to a group dedicated to the restoration and preservation of historical buildings.

Since the proposed project will have indirect impacts to surrounding historical resources such as the Wood Streets Historic District and the Quadrangle Building, the following mitigation measures shall be incorporated:

**MM CUL-5:** In order to ensure that the Wood Streets Historic District is not adversely affected by the construction of the new Student Services and Administration Building, prior to finalizing the building/site plan the RCCD shall ensure that the existing mounded landscaping along the Ramona Drive setback is preserved.

**MM CUL-6:** If feasible, prior to demolition of the existing O.W. Noble Administrative Center the RCCD shall preserve in place or to a new location on the RCC campus the mature landscaping, such as the mature crape myrtle tree in the front patio, of the existing O.W. Noble Administrative Center.

**MM CUL-7:** The RCCD shall preserve Fairfax Avenue in its present historical form, including its parkways, median, street improvements, and landscaping, except as necessary to extend the pedestrian way across it. Any new signage, streetlights, or street furniture shall be designed to complement the historic character of this street.

**b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?***

***Less Than Significant Impact with Mitigation Incorporated.*** The project site has an unknown archaeological sensitivity on Figure 5.5-1 and an unknown prehistoric cultural resources sensitivity on Figure 5.5-2 in the City's General Plan 2025 Final Program Environmental Impact Report (Final PEIR) (City of Riverside 2007c). Areas classified as unknown are primarily those areas that were urbanized prior to the mid-1970s and may contain buried archaeological deposits dating to the City's prehistoric and historical periods (City of Riverside 2007c). As stated in the Historic Resources Survey and Evaluation report (Appendix C), WHS did not find any evidence of previous studies that would suggest the presence of any archaeological resources on the project site. However, WHS did not conduct a specific archaeological investigation on the project site.

The proposed site has been disturbed and developed with houses since the early 1900s, and more recently since 1958 with the existing O.W. Noble Administrative Center, surface parking lot, and associated hardscape and landscape. The proposed project would not likely cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5 of the CEQA Guidelines (14 CCR 15000 et seq.). However, since it is unknown what resources might be encountered during construction and grading, the project will implement **MM CUL-8** to reduce impacts to unknown archaeological resources on the site. Additionally, the project is required to comply with state law related to the discovery of remains and Native American artifacts. Incorporation of **MM CUL-8** and following state law would ensure that impacts remain **less than significant**.

### Mitigation Measures

**MM CUL-8:** Prior to the commencement of ground-disturbing activities, the RCCD shall retain a qualified archaeologist to monitor ground-disturbing activities. The qualified archaeologist shall be on site during any ground-disturbing activities. In the event any archaeological resource is uncovered during the course of the project, ground-disturbing activities in the vicinity of the find shall be redirected until the nature and extent of the find can be evaluated by a qualified monitor. Any such resource uncovered during the course of project-related grading or construction shall be recorded and/or removed per applicable City and/or state regulations.

- c) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

***Less Than Significant Impact with Mitigation Incorporated.*** The proposed site has been disturbed and developed with the existing O.W. Noble Administrative Center, surface parking lot, and associated hardscape and landscape. Any surficial paleontological resources that may have existed at one time have likely been unearthed or disturbed as a result of previous site development. However, in the unlikely event that paleontological resources are encountered during site preparation and/or construction, potential impacts to those resources would be reduced to **less than significant** level through implementation of **MM CUL-9**.

### Mitigation Measures

**MM CUL-9:** In the unlikely event that paleontological resources are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until a qualified paleontologist retained by the Riverside Community College District can visit the site and assess the significance of the potential paleontological resource. Specifically, the qualified paleontologist shall conduct on-site paleontological monitoring for the project site to include inspection of exposed surfaces to determine whether fossils are present. The monitor shall have authority to divert grading away from exposed fossils temporarily in order to recover the fossil specimens.

- d) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

***Less Than Significant Impact with Mitigation Incorporated.*** The project site has been disturbed and developed with the existing O.W. Noble Administrative Center, surface

parking lot, and associated hardscape and landscape. No human remains are known to exist on the subject property. However, in the unlikely event that human remains are inadvertently discovered during project construction, impacts to human remains would be potentially significant. **MM CUL-10** would be incorporated to ensure that disturbance to human remains would be **less than significant**.

### **Mitigation Measures**

**MM CUL-10:** In the event that human remains are inadvertently discovered during project construction (including grading), construction will cease in the vicinity of the discovery or any nearby area and the following actions will be taken:

- The Board of Trustees, the Riverside Community College District (RCCD), and the Riverside County Coroner's Office shall be notified immediately under state law (California Health and Safety Code Section 7050.5). If the county coroner determines that the remains are Native American, the Native American Heritage Commission shall be contacted within 24 hours, per California state law (Public Resources Code Section 5097.98).
- The Native American Heritage Commission shall designate a Most Likely Descendant, who may make recommendations concerning the disposition of the remains and associated grave goods in consultation with the Board of Trustees, the RCCD, or the RCCD's designee.
- If the Native American Heritage Commission is unable to identify a Most Likely Descendant or if the Most Likely Descendant fails to make a recommendation within 24 hours, or if the RCCD or its designee rejects the recommendations of the Most Likely Descendant and mediation efforts fail to provide measures acceptable to the RCCD, then the RCCD or its designee shall rebury the remains and associated grave goods on the property in a location that shall not be disturbed.

### 3.4.6 Geology and Soils

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

a) ***Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:***

i) ***Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.***

***Less Than Significant Impact.*** The project site is not within an Alquist-Priolo Earthquake Fault Zone (CDC 2007). However, the City is located in a region with several active fault lines. The project site is located approximately 8.5 miles from the San Jacinto Fault Zone and approximately 14.5 miles from the Elsinore Fault Zone, two of the closest mapped fault zones to the City. The proposed Student Services and Administration Building would be constructed to meet the California

Building Code (CBC) standards, which require an acceptable level of earthquake safety for students, employees, and the public who occupy the building, to the extent feasible.

Adherence to the CBC standards, as required by state law, would ensure maximum practicable protection available for users of buildings and associated infrastructure. Adherence would include the following:

- The use of current CBC seismic standards as the minimum seismic-resistant design for all proposed facilities
- Seismic-resistant earthwork and construction design criteria, based on the site-specific recommendations of a California-registered civil engineer in cooperation with the RCCD's California-registered geotechnical and structural engineers.

Compliance with the CBC standards would help to offset potential risks to structures and people associated with a major earthquake event. As such, ground rupture on the site from surface faulting would not be expected during the lifetime of the proposed project. Therefore, implementation of the proposed project would not be anticipated to expose people or structures to fault rupture during seismic event. Therefore, damage resulting from surface rupture or fault displacement would not be expected at the project site and impacts would be considered **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

#### ***ii) Strong seismic ground shaking?***

***Less Than Significant Impact.*** According to the General Plan 2025 Final PEIR, Appendix E, “the effect of an earthquake originating on any given fault will depend primarily upon its distance from the project site and the size earthquake (amount of energy release) that the fault is likely to generate. In general, the more distant the fault is and the smaller the potential earthquake, the less effect” (City of Riverside 2007c). The project site is located in a seismically active region. The project site is located approximately 8.5 miles from the San Jacinto Fault Zone and approximately 14.5 miles from the Elsinore Fault Zone, two of the closest mapped fault zones to the City. According to the Engineering Geology Investigation Report prepared by Gary S. Rasmussen & Associates Inc. dated December 9, 2005, significant earthquakes affecting the site may occur on the Claremont branch San Jacinto Fault Zone during

the lifetime of the project. Moreover, a maximum probable earthquake of Magnitude (M<sub>w</sub>) 7.0 and M(max) of 7.5 are considered appropriate for the San Jacinto Fault. Due to the proximity of the site to the San Jacinto Fault, near-field effects from strong ground motion associated with a large earthquake along this fault may occur at the site. Moderate to severe seismic shaking of the site can be expected within the next 100 years from an earthquake along the San Jacinto Fault. Although implementation of the proposed project has the potential to expose people and structures to ground shaking during a seismic event, this exposure is no greater than exposure present in other areas throughout the Southern California region. All seismic design of the structures would be performed in accordance with the California Building Code guidelines, and as a result, impacts due to structural damage resulting from ground shaking would be **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

#### **iii) *Seismic-related ground failure, including liquefaction?***

***Less Than Significant Impact.*** Liquefaction is the loss of soils strength or stiffness due to a buildup of pore-water pressure during strong ground shaking activity and is typically associated with loose, granular, and saturated soils. According to Figure PS-1 of the General Plan 2025, the project site is not located on or near an earthquake fault or fault zone (City of Riverside 2007a). The nearest known earthquake fault is located approximately 8.5 miles from the project site. Figure PS-2 of the General Plan 2025 depicts the project site being within low and moderate liquefaction zones (City of Riverside 2007a). The new Student Services and Administration Building will be designed to CBC standards to anticipate impacts associated with seismic-related ground failure such as liquefaction. Therefore, impacts related to ground failure, such as liquefaction, would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

#### **iv) *Landslides?***

***Less Than Significant Impact.*** The Geology and Soils section of the General Plan 2025 Final PEIR states that “areas of high susceptibility to seismically induced landslides and rockfalls correspond to steep slopes in excess of 30



percent” (City of Riverside 2007c). Figure 5.6-1 of the General Plan 2025 Final PEIR indicates that the project area is located on land identified as having a 0% to 10% slope, which is the lowest of the four potential categories (City of Riverside 2007c). The project site has been previously excavated, filled, graded, and leveled. Additionally, based on a visual assessment of the site, the surrounding area does not contain geographic features (e.g., hills) that would encourage landslides to occur. Due to the massive dense character of the underlying older alluvium, landslides would not be expected on the site. As a result, impacts resulting from landslides would be **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

**b) *Would the project result in substantial soil erosion or the loss of topsoil?***

***Less Than Significant Impact with Mitigation Incorporated.*** The project site and vicinity are urbanized and relatively flat. The site has been previously graded and supports urban development, including the existing O.W. Noble Administrative Center, surface parking, hardscape, and landscape areas. According to Figure 5.6-1 of the General Plan 2025 Final PEIR, the project site is located in a region identified as having a 0% to 10% slope, the lowest category of slope identified on that figure (City of Riverside 2007c). A network of storm drains and gutters would be maintained and upgraded as necessary and provided throughout the developed site, along with landscaped areas and groundcovers; therefore, soil erosion would not be anticipated to be an issue upon buildout of the project.

Short-term construction activities could have the potential to result in erosion of soils. However, the proposed project would include erosion and siltation control features pursuant to National Pollutant Discharge Elimination System (NPDES) requirements, as well as adhering to all applicable local, state, and federal regulations. **MM GEO-1, MM GEO-2, and MM GEO-3** would be incorporated to prevent soil erosion or the loss of topsoil. As such, impacts related to soil erosion or the loss of top soil would be considered **less than significant** with mitigation incorporated.

### **Mitigation Measures**

**MM GEO-1:** Prior to applying for the first discretionary project approval or permit (which includes the issuance of grading permits and building permits), the project applicant shall file a Notice of Intent with the Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB) to be covered under

the State National Pollutant Discharge Elimination System (NPDES) Construction General Permit for discharge of stormwater associated with construction activities.

**MM GEO-2:** Prior to the grading phase, the project applicant shall submit a stormwater pollution prevention plan (SWPPP) to the Santa Ana RWQCB for review and approval. The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. BMPs to be implemented may include (but shall not be limited to) the following:

- Sediment discharge from the site may be controlled by sandbags, silt fences, straw wattles, temporary debris basins, and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction and repairs shall be made when necessary as required by the SWPPP.
- Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainageways and must be contained, elevated, and placed in temporary storage containment areas.
- All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.
- The SWPPP shall include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.
- Additional BMPs and erosion control measures shall be documented in the SWPPP and utilized as necessary.
- The SWPPP shall be kept current and on site for the entire duration of project construction and shall be made available to the Santa Ana RWQCB for inspection at any time.

**MM GEO-3:** Prior to the grading phase of the project, the project applicant shall submit a Water Quality Management Plan (WQMP) to the Santa Ana RWQCB for review and approval. The WQMP would identify BMPs to treat and/or limit the entry of contaminants (especially those associated with nuisance water and first-flush runoff) into site drainage facilities. BMPs to be implemented through the WQMP may include (but shall not be limited to) the following:

- Maximizing use of permeable areas by reducing the size of impermeable areas to the smallest area practicable, while maintaining a student-friendly complex consistent with local, state, and federal regulations
- Incorporation of landscaped buffers areas between sidewalks and streets
- Use of perforated pipe or gravel filtration pits for low-flow infiltration
- Incorporation of retention/detention basin, vegetated swales, and landscaped buffer strips
- Incorporation of landscaping into design of on-site drainage
- Properly designed fueling loading/unloading and trash storage areas to prevent discharge of contaminants to the street, municipal separate stormwater sewer system, or off site
- Proper design and maintenance of landscape irrigation systems
- Implementation of an inspection and maintenance program for on-site drainage facilities.

c) ***Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?***

***Less Than Significant Impact.*** According to Figure PS-1 of the General Plan 2025, the nearest fault zone is located approximately 8.5 miles from the project site. Figure PS-2 of the General Plan 2025 indicates that the project site is located within low and moderate liquefaction zones. Figure PS-3 of General Plan 2025 indicates that the project site is not located in an area with soils identified as having a high shrink–swell potential (City of Riverside 2007a). According to Figure 5.6-1 of the General Plan 2025 Final PEIR, the project site is located in a region identified as having a 0% to 10% slope, the lowest category of slope identified on that figure (City of Riverside 2007c). The possibility for a real subsidence or having unstable soil is considered low since the project site has been

previously graded, leveled, and compacted as a result of construction of the existing O.W. Noble Administrative Center and surface parking lot. Therefore, the project is not considered to be susceptible to instability or located on a site that is unstable. Impacts associated with this issue would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- d) ***Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?***

***Less Than Significant Impact.*** Expansive soils have a significant amount of clay particles that can give up water (shrink) or take on water (swell). The change in volume exerts stress on buildings and other loads placed on these soils. Expansive soils can be widely dispersed, found in hillside areas as well as in low-lying areas in alluvial basins. Figure PS-3 of the General Plan 2025 indicates that the project site is not located in an area with soils that have a high shrink–swell potential, thereby substantially reducing the potential for adverse impacts related to being located on expansive soils (City of Riverside 2007a). The expansion potential for soils is considered low since the project site has been graded, leveled, and compacted as a result of construction of the existing O.W. Noble Administrative Center and surface parking lot. The proposed Student Services and Administration Building shall be designed to resist seismic forces in accordance with the criteria contained in the Uniform Building Code and/or the CBC, whichever is the most currently adopted code. Impacts related to the project being located on expansive soil, creating substantial risk to life or property, would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- e) ***Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?***

***No Impact.*** No septic tanks exist on the project site. The site and surrounding area are served by an extensive, existing infrastructure system, including sewer collection and transmission facilities. The proposed project will connect to the existing sewer systems and will not involve other, alternative wastewater disposal methods. Therefore, **no impacts** would be expected as a result of the project.

### Mitigation Measures

No mitigation measures are required.

### 3.4.7 Greenhouse Gas Emissions

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

- a) ***Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?***

***Less Than Significant Impact.*** Global climate change is a cumulative impact; a project participates in this potential impact through its incremental contribution combined with the cumulative increase of all other sources of greenhouse gases (GHGs). There are currently no established thresholds for assessing whether the GHG emissions of a project in the SCAB are significant. While the proposed project would result in emissions of GHGs during construction and operation, no guidance exists to indicate what level of GHG emissions would be considered substantial enough to result in a significant adverse impact on global climate. However, it is generally believed that an individual project is of insufficient magnitude by itself to influence climate change or result in a substantial contribution to the global GHG inventory, as scientific uncertainty regarding the significance of a project’s individual and cumulative effects on global climate change remains.

Thus, GHG impacts are recognized as exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA 2008). This approach is consistent with that recommended by the California Natural Resource Agency, which noted in its Public Notice for the proposed CEQA amendments that the evidence before it indicates that in most cases, the impact of GHG emissions should be considered in the context of a cumulative impact, rather than a project-level impact (CNRA 2009a). Similarly, the Final Statement of Reasons for Regulatory Action on the CEQA Amendments confirms that an EIR or other

environmental document must analyze the incremental contribution of a project to GHG levels and determine whether those emissions are cumulatively considerable (CNRA 2009b). Accordingly, further discussion of the project’s GHG emissions and their impact on global climate is provided below.

**CEQA Amendments.** The California Natural Resources Agency adopted amendments to the CEQA Guidelines on December 30, 2009, which became effective on March 18, 2010 (CEQA Amendments). The CEQA Amendments with respect to GHG emissions state in Section 15064.4(a) that lead agencies should “make a good faith effort, to the extent possible on scientific and factual data, to describe, calculate or estimate” GHG emissions. The CEQA Amendments note that an agency may identify emissions by either selecting a “model or methodology” to quantify the emissions or by relying on “qualitative analysis or other performance based standards” (CNRA 2009c). Section 15064.4(b) provides that the lead agency should consider the following when assessing the significance of impacts from GHG emissions on the environment:

- The extent [to which] a project may increase or reduce GHG emissions as compared to the existing environmental setting.
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
- The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions (CNRA 2009c).

In addition, Section 15064.7(c) of the CEQA Amendments specifies that “when adopting thresholds of significance, a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies, or recommended by experts, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence” (CNRA 2009c). Similarly, the revisions to Appendix G, *Environmental Checklist Form*, which is often used as a basis for lead agencies’ selection of significance thresholds, do not prescribe specific thresholds. Rather, the amended CEQA Guidelines establish two new CEQA thresholds related to GHGs and these will therefore be used to discuss significance of project impacts:

- Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases (14 CCR 15000 et seq., Appendix G, Section VII)?

Accordingly, the CEQA Amendments do not prescribe specific methodologies for performing an assessment, do not establish specific thresholds of significance, and do not mandate specific mitigation measures. Rather, the CEQA Amendments emphasize the lead agency's discretion to determine the appropriate methodologies and thresholds of significance consistent with the manner in which other impact areas are handled in CEQA (CNRA 2009c).

**Status of Proposed SCAQMD Thresholds.** The SCAQMD has not adopted recommended numeric CEQA significance thresholds for GHG emissions for lead agencies to use in assessing GHG impacts of residential and commercial development projects. SCAQMD plans to provide guidance to local lead agencies on determining GHG significance thresholds in their CEQA documents by forming a GHG CEQA Significance Threshold Working Group to work with SCAQMD staff on developing GHG CEQA significance thresholds until statewide significance thresholds or guidance are established. SCAQMD proposes three tiers of compliance that may lead to a determination that impacts are less than significant, including the following:

1. Projects with GHGs within budgets set out in approved regional plans, to be developed under the SB 375 process
2. Projects with GHG emissions that are below designated quantitative thresholds, as follows:
  - i. Industrial projects with an incremental GHG emissions increase that falls below (or is mitigated to be less than) 10,000 metric tons (MT) carbon dioxide equivalent (CO<sub>2</sub>E) per year
  - ii. Commercial and residential projects with an incremental GHG emissions increase that falls below (or is mitigated to be less than) 3,000 MT CO<sub>2</sub>E per year, provided that such projects also meet energy efficiency and water conservation performance targets that have yet to be developed
3. Projects that purchase GHG offsets which, either alone or in combination with one of the three tiers mentioned above, achieve the target significance screening level.

From December 2008 to September 2010, the SCAQMD hosted working group meetings and revised the draft threshold proposal several times although it did not officially provide these proposals in a subsequent document. The most recent working group meeting on September 28, 2010, proposed two options from which lead agencies can select to screen thresholds of significance for GHG emissions in residential and commercial projects, and proposes to expand the industrial threshold to other lead agency industrial projects. Option 1 proposes a threshold of 3,000 MT CO<sub>2</sub>E per year for all residential and commercial projects; Option 2 proposes a threshold value by land use type where the numeric threshold is 3,500

MT CO<sub>2</sub>E per year for residential projects, 1,400 MT CO<sub>2</sub>E per year for commercial projects, and 3,000 MT CO<sub>2</sub>E per year for mixed-use projects (SCAQMD 2010). Although both options are recommended, a lead agency is advised to use only one option and to use it consistently. The approach used in this analysis is to disclose the most recent regulatory activity. Although the proposed project does not fall into a specific land use category mentioned above, the lead agency has determined that the project’s GHG emissions will be compared to Option 1 from the SCAQMD recommendations.

**Construction GHG Emissions.** Construction of the proposed project would result in GHG emissions primarily associated with use of off-road construction equipment, on-road hauling and vendor trucks, and worker vehicles. The SCAQMD has not proposed or adopted relevant quantitative GHG thresholds for construction-generated emissions. Nonetheless, GHG emissions generated during construction of the proposed project are included in this assessment for disclosure purposes.

CalEEMod was used to calculate the annual GHG emissions based on the construction scenario described above. The GHG emissions are expressed in units of metric tons of carbon dioxide equivalent (MT CO<sub>2</sub>E).<sup>2</sup> On-site sources of GHG emissions include off-road equipment and off-site sources include hauling and vendor trucks and worker vehicles. Table 3-6, Estimated Annual Construction Greenhouse Gas Emissions, presents construction emissions for the proposed project in 2014 and 2015 from on-site and off-site emission sources.

**Table 3-6  
 Estimated Annual Construction Greenhouse Gas Emissions**

	<b>MT CO<sub>2</sub></b>	<b>MT CH<sub>4</sub></b>	<b>MT N<sub>2</sub>O</b>	<b>MT CO<sub>2</sub>E</b>
Year 2014	206	0.04	0.00	207
Year 2015	258	0.05	0.00	259
<b>Total</b>	<b>464</b>	<b>0.09</b>	<b>0.00</b>	<b>466</b>

**Notes:** See Appendix A for complete results.  
 MT CO<sub>2</sub> = metric tons carbon dioxide; MT CH<sub>4</sub> = metric tons methane; MT N<sub>2</sub>O = metric tons nitrous oxide ; MT CO<sub>2</sub>E = metric tons carbon dioxide equivalent

As shown in Table 3-6, the estimated total GHG emissions during construction of would be approximately 207 MT CO<sub>2</sub>E in 2014 and 259 MT CO<sub>2</sub>E in 2015, for a total of 466 MT CO<sub>2</sub>E over the construction period. As with project-generated construction air quality pollutant emissions, GHG emissions generated during construction of the proposed

<sup>2</sup> The CO<sub>2</sub> equivalent for a gas is derived by multiplying the mass of the gas by the associated global warming potential (GWP), such that MT CO<sub>2</sub>E = (metric tons of a GHG) × (GWP of the GHG). For example, the GWP for methane (CH<sub>4</sub>) is 21. This means that emissions of 1 MT of CH<sub>4</sub> are equivalent to emissions of 21 MT of CO<sub>2</sub>.



project would be short term in nature, lasting only for the duration of the construction period, and would not represent a long-term source of GHG emissions.

***Operational GHG Emissions.*** In general, operational GHG emissions are generated through motor vehicle trips to project land uses; energy use (natural gas and generation of electricity consumed by the project); generation of electricity associated with water supply, treatment, and distribution and wastewater treatment; and GHGs generated by solid waste disposal. The project proposes implementation of the same land uses and facilities as the seven existing student services buildings on site, would serve the same users (i.e., on-campus RCC students), and would be staffed mostly by existing RCC employees. However, implementation of the proposed project would potentially result in a net increase of 79 staff members employed on the RCC campus as described in Section 3.0, Project Description.

Mobile source emissions were estimated using the assumptions described in Section 3.4.3, Air Quality, which assumes an increase of 79 employees as a result of the new Student Services and Administration Building. It was assumed that each RCCD employee would generate 3.7 trips per day, resulting in a net increase of 292 trips per day (LLG 2013, Appendix B). CalEEMod default data for temperature, variable start information, and emission factors representing the vehicle mix and emissions for 2016, the first year of operation, were conservatively used for the model inputs.

Area and energy source emissions were also estimated consistent with the Section 3.4.3 analysis, which assumes operation of a 45,000-square-foot Student Services and Administration Building by 2016. With regard to non-mobile source emissions, the proposed project may result in lower GHG emissions per square foot because the new building would incorporate energy-efficient and sustainable design measures. The seven existing student services buildings on campus were constructed in the 1950s and 1970s. The proposed new Student Services and Administration Building would be constructed, at a minimum, in compliance with the most recent California Energy Code (24 CCR, Part 6) and would therefore be more efficient than the buildings currently being used for student services and administration.

Estimated operational GHG emissions from electricity usage, motor vehicles, water consumption, wastewater treatment, and solid waste generation associated with implementation of the proposed project are shown in Table 3-7, Estimated Annual Operational Greenhouse Gas Emissions.

**Table 3-7**  
**Estimated Annual Operational Greenhouse Gas Emissions (2016)**

	MT CO <sub>2</sub>	MT CH <sub>4</sub>	MT N <sub>2</sub> O	MT CO <sub>2</sub> E
Energy (natural gas and electricity)	275	0.01	0.00	275
Mobile source	377	0.01	0.00	377
Solid waste	13	0.76	0.00	29
Water supply and wastewater	86	0.01	0.00	87
<b>Combined total emissions</b>	<b>751</b>	<b>0.79</b>	<b>0.00</b>	<b>768</b>

**Note:** See Appendix A for detailed results.

MT CO<sub>2</sub> = metric tons carbon dioxide; MT CH<sub>4</sub> = metric tons methane; MT N<sub>2</sub>O = metric tons nitrous oxide ; MT CO<sub>2</sub>E = metric tons carbon dioxide equivalent

As shown in Table 3-7, annual project-generated GHG emissions in 2016 would be approximately 768 MT CO<sub>2</sub>E per year as a result of project operations, which is below the SCAQMD draft threshold for residential and commercial projects of 3,000 MT CO<sub>2</sub>E per year. Vehicles traveling to and from the project site would be the primary source of project-generated GHG emissions. Additional details regarding these calculations are provided in Appendix A.

Although the new Student Services and Administration Building would represent an increase in square footage on campus, the potential increase in GHG emissions directly correlated to square footage would be partially offset by the increase in energy efficiency of the new building compared to the existing O.W. Noble Administrative Center, which would be demolished as a result of the project.

Impacts associated with project-generated GHG emissions would be **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

- b) ***Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?***

***Less Than Significant Impact.*** The Climate Change Scoping Plan, approved by CARB on December 12, 2008, provides an outline for actions to reduce California’s GHG emissions. The Scoping Plan requires CARB and other state agencies to adopt regulations and other initiatives to reduce GHGs. Furthermore, the RCCD, local jurisdictions, and the SCAQMD have not adopted any GHG-reduction measures that would apply to the GHG emissions associated with the proposed project. At this time, no mandatory GHG regulations or finalized agency guidelines would apply to implementation of this project, and no conflict would occur. Therefore, this cumulative impact would be **less than significant**.

### Mitigation Measures

No mitigation measures are required.

### 3.4.8 Hazards and Hazardous Materials

<b>Environmental Issues</b> <i>Would the project:</i>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

- a) ***Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

***Less Than Significant Impact.*** The proposed project consists of the construction of a new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape and landscape improvements. Relatively small amounts of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents would be used on site for construction and maintenance. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. Consequently, use of these materials for their intended purpose would not pose a significant risk to the public or the environment. Once construction is complete, fuels and other petroleum products would no longer remain on site. The transport, use, or disposal of hazardous materials would be limited to common hazardous materials. Although limited quantities of these hazardous materials (e.g., cleaning agents, paints and thinners, fuels, insecticides, and herbicides) would potentially be used during both construction and operation of the proposed project, these activities generally do not entail the use of such substances in quantities that would present a significant hazard to the public or the environment. Impacts would be considered **less than significant**.

### Mitigation Measures

No mitigation measures are required.

- b) ***Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?***

***Less Than Significant Impact with Mitigation Incorporated.*** Refer to Response 3.4.8(a). Short-term construction activities on the project site would involve the transport of gasoline and other materials to the site. Relatively small amounts of commonly used hazardous substances, such as gasoline, diesel fuel, lubricating oil, grease, and solvents would be used on site for construction and maintenance. The materials alone and use of these materials for their intended purpose would not pose a significant risk to the public or environment; however, accidental spills of hazardous materials during construction could potentially result in soil contamination or water quality impacts. To minimize/eliminate fuel spillage, all construction vehicles would be adequately maintained and equipped. All equipment maintenance work, including refueling, would occur off site or within the designated

construction staging area. All potentially hazardous construction waste, including trash, litter, garbage, other solid wastes, petroleum products, and other potentially hazardous materials, would be removed to a hazardous waste facility permitted to treat, store, or dispose of such materials. Once construction is complete, fuels and other petroleum products would no longer remain on site.

A hazardous materials management plan shall be provided prior to project construction (**MM HAZ-1**), which shall implement BMPs to address the accidental spillage of hazardous materials. As such, impacts to the environment and the public related to the accidental release of hazardous materials from the site would be considered **less than significant** with mitigation incorporated.

Additionally, a portion of the project site is currently used as surface parking. There is a potential that surface releases from parked cars may have impacted the underlying soil located on the site. Impacted soils may be encountered during grading and redevelopment activities at the site; therefore, a potentially significant impact related to the unintended release of contaminated soils in the environment may be discovered during project construction. As such, mitigation is provided to ensure that impacts remain **less than significant** (**MM HAZ-2** and **MM HAZ-3**).

The proposed project includes demolition of approximately 18,797 gross square feet of the existing O.W. Noble Administrative Center, which would potentially result in the release of contaminated materials and hazardous substances such as lead-based paint or asbestos. Potential release of these hazardous materials may expose construction workers and the public to potential health hazards during demolition and construction activities; therefore, mitigation is provided (**MM HAZ-4**). As such, impacts related to significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment would be considered **less than significant** with mitigation incorporated.

### **Mitigation Measures**

**MM HAZ-1:** Prior to approval of final construction plans, a hazardous materials management plan for the construction of the proposed project shall be prepared. The plan shall identify the following components:

- The plan shall identify all hazardous materials that would be present on any portion of the construction site, including, but not limited to, fuels, solvents, and petroleum products. The plan shall address storage, use, transport, and disposal of each hazardous material anticipated to be used at the site. The plan shall establish

inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposition of excess materials.

- The plan shall identify secondary containment and spill prevention countermeasures, as well as a contingency plan to identify potential spill hazards, how to prevent their occurrence, and responses for different quantities of spills that may occur. Secondary containment and countermeasures shall be in place throughout construction so that if any leaks or spills should occur, responses would be made immediately.
- The plan shall identify materials (and their locations) that would be on site and readily accessible to clean up small spills (i.e., spill kit, absorbent pads, and shovels). Such emergency spill supplies and equipment shall be clearly marked and located adjacent to all areas of work and in construction staging areas. The plan shall identify the spill-response materials that must be maintained in vehicles and substation sites during construction and procedures for notification of the appropriate authorities.
- The plan shall identify adequate safety and fire suppression devices for construction-related activities involving toxic, flammable, or explosive materials (including refueling construction vehicles and equipment). Such devices shall be readily accessible on the project site, as specified by the State Fire Marshal and per the Uniform Building Code and Uniform Fire Code. The plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the RCCD. The plan shall also identify requirements for notices to federal and local emergency response authorities, and shall include emergency response plans.

Prior to construction, all contractor and subcontractor personnel shall receive training regarding the components of the hazardous materials management plan, as well as applicable environmental laws and regulations related to hazardous materials handling, storage, and spill prevention and response measures. The plan shall be submitted to the RCCD at least 30 days prior to construction.

**MM HAZ-2:** Prior to the commencement of excavation of sites (including the surface parking area) where soil contamination is suspected or would potentially occur due to the presence of possible contaminants at the site, the RCCD or its designee shall direct the project construction contractor to implement the following practices:

- (i) All construction workers who would be involved with grading, excavation, or trenching work shall be trained to recognize visual and olfactory signs of soil contamination prior to the start of such soil work activities.
- (ii) All workers shall be instructed to observe the exposed soil for visual evidence of contamination throughout soil work activities.
- (iii) If visual contamination indicators are observed during construction activities, the contractor shall halt work in the immediate vicinity of the discovery until the material is properly characterized and appropriate measures are taken to protect human health and the environment, including compliance with applicable federal, state, and local requirements for sampling and testing, and subsequent removal, transport, and disposal of hazardous materials.
- (iv) In the event contaminated groundwater is encountered, the contractor shall document the exact location of the contamination and immediately notify the RCCD. All applicable federal, state, and local health and safety requirements for testing, handling, and disposing of contaminated groundwater shall be followed.

**MM HAZ-3:** Prior to the commencement of excavation of sites (including the surface parking area) where soil contamination is suspected or would potentially occur due to the presence of possible contaminants at the site, the RCCD or its designee shall require that soil samples be collected and analyzed by a California state-licensed fixed or on-site mobile analytical laboratory to determine whether soil contamination exists on the subject sites. In the event soil contaminant levels are detected above Maximum Contaminant Levels, the RCCD or its designee shall direct that the following steps be taken:

- (i) A soil remediation plan shall be prepared in accordance with Riverside County Environmental Health or other regulatory agency.
- (ii) All contaminated soils shall be removed and fully remediated in accordance with all applicable federal, state, and local regulations,

including those of the Riverside County Environmental Health or other regulatory agency.

- (iii) An official closure letter shall be obtained from the Riverside County Environmental Health or other regulatory agency prior to the commencement of any grading or excavation activities on the project site.
- (iv) The soil contamination test results shall be used to determine an appropriate construction worker hazardous materials management plan. All contaminated soils shall be removed by personnel who have been trained through appropriate Occupational Safety and Health Administration (OSHA) programs.

**MM HAZ-4:** Prior to demolition of the existing O.W. Noble Administrative Center, the structure and surrounding soils shall be tested for environmental hazards, including lead-based paint and asbestos. An asbestos and lead-based paint survey shall be performed by a California OSHA (Cal-OSHA)-certified asbestos consultant/site surveillance technician and a California Department of Public Health-certified inspector/assessor, sampling technician, or program monitor. The survey shall be performed in accordance with the applicable state guidance to identify asbestos containing materials, asbestos containing construction materials, and lead-based paint as defined in the California Code of Regulations. If asbestos containing material, asbestos containing construction material, or lead-based paint is identified, abatement and disposal of all regulated materials shall be performed by a Cal-OSHA/California Department of Public Health-certified abatement contractor prior to or during the demolition process.

- c) ***Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?***

***Less Than Significant Impact with Mitigation Incorporated.*** The project site is located within the RCC campus. Central Middle School, which is located directly across Magnolia Avenue from the project site, is located approximately 150 feet northwest of the project site from the edge of Magnolia Avenue. Additionally, a private school (All Saints Carden Academy) is located approximately 510 feet from the project site. As noted in Responses 3.4.8(a) and 3.4.8(b), limited amounts of hazardous materials may be used during construction and operation for the project, including the use of typical construction chemicals (e.g., lubricants, solvents, and paints), cleaning and other maintenance products (used in the maintenance of buildings, landscape, and



equipment), and diesel and other fuels (used in construction and maintenance equipment and vehicles), as well as the limited application of pesticides associated with landscaping. These materials would be transported and handled in accordance with all federal, state, and local laws regulating the management and use of hazardous materials. However, in order to reduce potential accident conditions during construction, mitigation is provided (**MM HAZ-1**).

Additionally, the proposed project includes demolition of the existing O.W. Noble Administrative Center (approximately 18,797 gross square feet), which would potentially result in the release of contaminated materials and hazardous substances such as lead-based paint or asbestos, resulting in a potentially significant impact. Therefore, mitigation is provided (**MM HAZ-4**). All equipment maintenance work, including refueling, will occur off site or within the designated construction staging area. All potentially hazardous construction waste, including trash, litter, garbage, other solid wastes, petroleum products, and other potentially hazardous materials, will be removed to a hazardous waste facility permitted to treat, store, or dispose of such materials. Once construction is complete, fuels and other petroleum products would no longer remain on site, and the use of the site as a parking garage and office/classroom space would not release any hazardous materials or emissions that would unduly impact the two schools mentioned above. Impacts would be **less than significant** with mitigation incorporated.

### **Mitigation Measures**

Refer to **MM HAZ-1** and **MM HAZ-4**.

- d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or environment?*

**Less Than Significant Impact.** Government Code Section 65962.5 combines several regulatory lists of sites that may pose a hazard related to hazardous materials or substances. According to Government Code Section 65962.5(a), there are no hazardous materials or waste sites located on or near the project site. Additionally, according to Figure 5.7-1 of the General Plan 2025 Final PEIR, there are no known hazardous waste sites within the project site (City of Riverside 2007c). Since the project site is not listed as a hazardous materials site and there are no known hazardous waste sites on site, the proposed project would not create a significant hazard to the public or the environment and impacts would be considered **less than significant**.

### Mitigation Measures

No mitigation measures are required.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

**Less Than Significant Impact.** The project site is located approximately 1.9 miles southeast of Flabob Airport. According to Figure 5.7-2, Airport Safety and Compatibility Zones, in the General Plan 2025 Final PEIR, the project site is not located within Flabob Airport safety zones or other airport environs (City of Riverside 2007c). As such, development as proposed would not result in a safety hazard for students, visitors, or employees of the RCC. The project would not be expected to introduce safety hazards to people in the project area. Therefore, impacts would be considered **less than significant**.

### Mitigation Measures

No mitigation measures are required.

- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** There are no private airstrips in the project vicinity; therefore, the proposed project would not result in a safety hazard for people residing or working in the project area and **no impact** would result.

### Mitigation Measures

No mitigation measures are required.

- g) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

**Less Than Significant Impact.** The proposed project would result in the development of a new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape and landscape improvements within the RCC campus. Access to the project site would remain available via Ramona Drive along the southwestern project boundary, via Fairfax Avenue along the northeastern project boundary, and via Mine Okubo Avenue along the southeastern project boundary (see Figures 3a and 3b). The project proponent would be required to design, construct, and maintain structures, roadways, and

facilities to comply with applicable local, regional, state, and/or federal requirements related to emergency access and evacuation plans. Construction activities that may temporarily restrict vehicular traffic would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures in accordance with the RCCD Emergency Operations Plan (RCCD 2008). Adherence to these requirements would reduce potential impacts related to this issue to a **less than significant** level. Operation of the proposed project would not interfere with the RCCD Emergency Operations Plan as all existing access driveways would remain in operation throughout project buildout. An additional access driveway is also proposed (identified as New Project Driveway No. 5 in Figure 6, Project Site Driveways) and will remain in operation throughout project buildout.

**Mitigation Measures**

No mitigation measures are required.

- h) Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

**Less Than Significant Impact.** According to Figure 5.7-3 of the General Plan 2025 Final PEIR, the project site is not within a fire hazard area. Additionally, the project site is surrounded by development. Therefore, the risk of a large, high-intensity fire impacting the site is very low, and impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

### 3.4.9 Hydrology and Water Quality

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

**a) *Would the project violate any water quality standards or waste discharge requirements?***

***Less Than Significant Impact with Mitigation Incorporated.*** Since the construction of the new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated improvements under the proposed project would include construction grading, a General Construction Activity Stormwater Permit issued by the Santa Ana RWQCB would be required prior to the start of construction. The RCCD or its designee shall follow the

conditions outlined in the General Construction Activity Stormwater Permit. One of the conditions of the permit is the development and implementation of a SWPPP. The SWPPP identifies which structural and nonstructural BMPs will be implemented, such as sandbag barriers, temporary desilting basins near inlets, gravel driveways, dust controls, and construction worker training.

During storm events, the first few hours of moderate to heavy rainfall will wash the majority of pollutants from paved areas into storm drains and subsequently into channels, creeks, and other larger bodies of water. The majority of pollutants entering the storm drain system in this manner are dust and petroleum products (e.g., motor oil, gasoline, diesel fuel); however, certain metals, along with nutrients and pesticides from landscape areas, are also typically present in stormwater runoff. Between periods of rainfall, surface pollutants tend to accumulate, and runoff from the first significant storm of the year (“first flush”) will likely have the largest concentration of pollutants. If not properly designed and constructed, the proposed project could increase the rate of urban pollutant introduction into the municipal storm drain system. In order to prevent these potential impacts, the proposed project would be designed in compliance with Section 402(p) of the Clean Water Act, which generally mandates that municipal separate stormwater sewer system discharges to surface waters be regulated by an NPDES permit, and the Santa Ana RWQCB requirements regulating the issuance of waste discharges to city drainages and requirements regulating stormwater discharges and non-stormwater discharges.

During construction, gasoline, diesel fuel, lubricating oil, grease, and solvents may be used on the project site. Although only the small amounts necessary to maintain the construction equipment will be on site at any one time, accidental spills of these materials during construction would potentially result in water quality impacts. In addition, soil loosened during grading or miscellaneous construction materials or debris could also degrade water quality if mobilized and transported off site via water flow. As construction activities may occur during the rainy season or during a storm event, construction of the project could result in impacts to water quality without implementation of appropriate BMPs.

The proposed project would incorporate source-control BMPs designed to control stormwater runoff contamination. While some infiltration through landscaped and open space areas would occur, the project site would primarily rely on the implementation of treatment-control BMPs to control stormwater runoff contamination. Therefore, project operational impacts would be **less than significant**.

Once the project is operational, the primary source of pollutants will be from cars located at the surface parking area. Potential pollutants of concern with a parking lot include trash and debris, oil and grease, organic compounds, and heavy metals. In addition, the following are

considered potential pollutants due to incorporation of landscaping into the site design: sediment, nutrients, oxygen-demanding substances, bacteria and viruses, and pesticides.

By incorporating the site, source, and treatment control BMPs that will be provided in the WQMP being prepared for the project; implementing BMPs to address the accidental spillage of hazardous materials, as provided for in **MM HYDRO-1**; and preparing a grading and erosion control plan, as required in **MM HYDRO-2**, the project would be consistent with the City's water quality and waste discharge requirements. Impacts would therefore be **less than significant** with mitigation incorporated.

### **Mitigation Measures**

To reduce potentially significant water quality impacts related to construction and operation of the proposed project, the following mitigation is provided.

**MM HYDRO-1:** Best management practices (BMPs) shall be incorporated into the final construction and design plans to be reviewed and approved by the Riverside Community College District (RCCD) and shall include, but not be limited to, the following:

- All construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. All equipment maintenance work shall occur off site or within the designated construction staging area.
- Any construction materials that need to be temporarily stockpiled or equipment/supplies that need to be stored on site shall be kept within the construction staging areas and shall be covered when not in use.
- The access points will be swept to maintain cleanliness of the pavement.
- Informational materials to promote the prevention of urban runoff pollutants are included in the Water Quality Management Plan for the project. These materials include general working site practices that contribute to the protection of urban runoff water quality and BMPs that eliminate or reduce pollution during property improvements.
- All trash enclosure areas proposed at the site shall be appropriately designed and maintained to ensure functionality.
- The RCCD will perform an annual visual inspection of the project site to ensure that proper litter/debris controls are maintained and that proper landscaping, fertilizer, and pesticide practices are followed.

**MM HYDRO-2:** Prior to approval of final construction plans, a grading and erosion control plan shall be reviewed and approved by the RCCD. The plan shall be implemented for all construction activities associated with the proposed project. The plan shall include measures to stabilize the soil to prevent erosion and retain sediment where erosion has already occurred. Stabilization measures may include temporary seeding, permanent seeding, or mulching. Structural control measures may include silt fencing, sandbagging, sediment traps, or sediment basins. Additional erosion control measures (e.g., hydroseeding, mulching of straw, diversion ditches, and retention basins) may be necessary as determined by field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during construction activities. Particular attention shall be given to additional erosion control measures during the rainy season, generally from October 15 to April 15. Topsoil shall be stockpiled and covered on the project site for reuse. The grading and erosion control plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the RCCD.

- b) *Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

*Less Than Significant Impact.* Implementation of the proposed project would not interfere with groundwater recharge in the groundwater basin and would not affect the local groundwater table, which exists at depths greater than 52 feet (John R. Byerly 2006). The proposed project site is in an urban area where development currently exists alongside the existing O.W. Noble Administrative Center, surface parking area, and associated hardscape and landscape. Thus, there would be no loss of land available for groundwater recharge as the project would not decrease pervious surfaces.

Potable water is provided to the RCC campus by Riverside Public Utilities (RPU). The RPU obtains water from a variety of sources, including groundwater from the Bunker Hill, Colton, Riverside North, and Riverside South groundwater basins, imported surface water from the Western Municipal Water District, and recycled water. The City Council adopted RPU's 2010 Urban Water Management Plan (UWMP) on July 12, 2011. Groundwater rights available to the RPU total 98,226 acre-feet per year. The majority of RPU's water rights (53,426 acre-feet per year) are adjudicated rights to Bunker Hill basin

groundwater. RPU's water supply sources have been identified as reliable (City of Riverside 2011). The UWMP identifies policies to maintain appropriate regional groundwater levels and projects that adequate water supplies would be available for the planning area through the year 2035. Since the proposed project is included in the RPU service area and has been considered in long-term planning for the area, project implementation would not result in the lowering of the aquifer levels. Therefore, impacts associated with this issue would be considered **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

- c) *Would the project substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

***Less Than Significant Impact with Mitigation Incorporated.*** The existing drainage pattern of the site would be slightly altered due to the reconfiguration of the site with the development of the new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with a surface parking lot, and associated hardscape and landscape improvements, but in a manner that would not result in substantial on- or off-site erosion or siltation. The proposed project includes the installation of reinforced concrete pipe as well as a PVC area drain system and grate inlets to collect all roof and surface water, and connect to existing site drainage system with approved couplings. Additionally, the site currently drains into the Tequesquite flood control channel (a concrete channel and underground pipe) via various existing storm drain systems. The alteration of the site would change the location and sizes of some of those storm drain systems; however, all site drainage would still ultimately be directed to the Tequesquite Channel. The project design includes landscaping of all-non-hardscape areas to prevent erosion. Due to the generally flat terrain in the vicinity of the proposed project site, there is a very low chance that the proposed project would produce substantial erosion or siltation. As discussed in Response 3.4.9(a), the project proponent is required to comply with the NPDES requirements, which mandate the preparation of a WQMP that identifies BMPs. Although the proposed project has the potential to result in changes in surface runoff during construction activities, potential effects would be reduced to a less than significant level by the application of site design BMPs and source control BMPs. Adherence to **MM GEO-2** and **MM GEO-3**, which require NPDES compliance, including the preparation of a SWPPP and WQMP for the project, would ensure that impacts associated with this issue remain **less than significant**.



### Mitigation Measures

Refer to MM GEO-2 and MM GEO-3.

- d) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

**Less Than Significant Impact with Mitigation Incorporated.** Refer to Response 3.4.9(c). The existing drainage pattern of the site would be slightly altered due to the reconfiguration of the site with the development of the proposed project. The project site has been previously graded and developed with the O.W. Noble Administrative Center, surface parking, and associated hardscape and landscape. The runoff occurring from existing development is currently conveyed off site by a storm drain system that flows into the City's storm drain system. The project would be required to comply with drainage controls imposed by the NPDES requirements (refer to **MM GEO-2**), which regulate the rate at which runoff leaves the site. The applicant must comply with the erosion and siltation control measures of the NPDES and all applicable local and state building codes.

Development of the project would not significantly alter the amount of impervious surfaces on the project site. Postdevelopment drainage patterns, absorption rates, and the rate and amount of surface runoff would be similar to existing conditions. In addition, runoff from the project site would be served by the existing on- and off-site storm drain and flood control facilities, which are adequate to accommodate the existing and proposed development. As such, the proposed project would not substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of runoff in a manner that would result in flooding on or off site. Impacts would be **less than significant** with mitigation incorporated.

### Mitigation Measures

Refer to MM GEO-2.

- e) *Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

**Less Than Significant Impact with Mitigation Incorporated.** The majority of the site is currently developed and covered with impervious surfaces. Implementation of the project would result in little change in the postdevelopment surface runoff quantities. The

existing on- and off-site storm drain and flood control facilities are adequate to accommodate the postdevelopment surface runoff. In order to ensure that polluted runoff does not enter the storm drain system, the applicant would be required to comply with the NPDES requirements (refer to **MM GEO-2**) and to prepare a WQMP (refer to **MM GEO-3**). Compliance with NPDES requirements and measures included in the WQMP would avoid or minimize potential pollution of surface runoff during operation of the proposed project. Impacts would be **less than significant** with mitigation incorporated.

#### **Mitigation Measures**

Refer to **MM GEO-2** and **MM GEO-3**.

*f) Would the project otherwise substantially degrade water quality?*

**Less Than Significant Impact with Mitigation Incorporated.** The applicant must comply with NPDES requirements (**MM GEO-2**), which mandate the preparation of a WQMP (**MM GEO-3**) that identifies BMPs that should be implemented to control predictable pollutant runoff. In addition, a SWPPP (**MM GEO-2**) would also be prepared that identifies measures to reduce sedimentation and erosion during construction. No groundwater extractions or additions would occur as a result of the project. Impacts associated with degradation of water quality would be considered **less than significant** with mitigation incorporated.

#### **Mitigation Measures**

Refer to **MM GEO-2** and **MM GEO-3**.

*g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

**No Impact.** The project site is not located within the 100-year flood hazard zone on the Flood Insurance Rate Map published by the Federal Emergency Management Agency (FEMA 2008). The project does not propose the development of housing. Therefore, **no impact** would result.

#### **Mitigation Measures**

No mitigation measures are required.

- h) Would the project place within a 100-year flood hazard area structures, which would impede or redirect flood flows?*

**Less Than Significant Impact.** Refer to Response 3.4.9(g). According to Figure 5.8-2, Flood Hazard Areas, of the General Plan 2025 Final PEIR, the project site is not located within a 100-year flood hazard area (City of Riverside 2007c). Since the proposed project is not within a designated flood hazard area, the project would not impede or redirect flood flows and impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

- i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

**Less Than Significant Impact.** According to Figure 5.8-2, Flood Hazard Areas, of the General Plan 2025 Final PEIR, the northern portion of the RCC campus is located in an area that is subject to potential inundation associated with the failure of Box Springs Dam and Sycamore Canyon Dam (City of Riverside 2007c). However, the project site, located in the southwestern portion of the RCC campus, is not located within the inundation area. Therefore, the project would not expose people or structures to a significant risk of loss, injury, or death involving flooding and impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

- j) Would the project be susceptible to inundation by seiche, tsunami, or mudflow?*

**Less Than Significant Impact.** A seiche is a to-and-fro vibration of an enclosed water body that is similar to the slopping of water in a basin and is often triggered by earthquakes. The project site is located approximately 1.6 miles southeast of Lake Evans, which is an area likely to be subject to seiche. However, because Lake Evans is surrounded by park area and discharges directly into the Santa Ana River, the likelihood of damage related to a seiche in Lake Evans is considered minimal (City of Riverside 2007c). The project site is not located near any coastal areas, which are subject to tsunamis. A tsunami is a large, destructive ocean wave usually caused by a submarine earthquake, a landslide, or a volcanic eruption. The site is located approximately 40 miles inland from the Pacific Ocean. Therefore, the risk of a tsunami affecting the site is low. The project site is located near the Santa Ana

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River, which is not subject to significant mudflows since there are no slopes or mountainous areas that would contribute to mudflow risks. Given the project’s location and since there are no features nearby that would pose a threat from seiche, tsunami, or mudflow, impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

**3.4.10 Land Use and Planning**

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion**

**a) *Would the project physically divide an established community?***

**No Impact.** The proposed project is located within the existing RCC campus on an already developed surface parking lot and the existing O.W. Noble Administrative Center. The development of a new Student Services and Administration Building, the demolition of the O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape, landscape, and infrastructure improvements would not divide the existing community surrounding the site. Nearby residences exist to the south, southwest, and west of the project area. The proposed project would not divide an established community, but would create a dynamic new hub for student support and streamline operations for the RCC campus. Thus, the proposed project would be compatible with the existing RCC uses and would not result in physical barriers between nearby land uses. Thus, **no impacts** would occur.

### Mitigation Measures

No mitigation measures are required.

- b) *Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**Less Than Significant Impact.** The RCCD is not subject to local government planning and land use plans, policies, and regulations. Therefore, impact significance determinations are provided solely for informational purposes. The project site is designated PF–Public Facilities/Institutional and PF–Public Facilities in the General Plan and zoning ordinance, respectively. The project site is also located within the Magnolia Avenue Specific Plan Wood Streets North District. The site is currently developed with a surface parking lot and the existing O.W. Noble Administrative Center, which is in compliance with the PF designations for the site. The proposed project would be consistent with the PF land use and zoning designations as a public educational use. As such, the proposed project would not conflict with any applicable land use plan, policy, or regulation. Impacts would be considered **less than significant**.

### Mitigation Measures

No mitigation measures are required.

- c) *Would the project conflict with any applicable habitat conservation plan or natural communities conservation plan?*

**Less Than Significant Impact.** Refer to Response 3.4.4(f). The project site has previously been disturbed and is currently developed with a surface parking lot and the existing O.W. Noble Administrative Center. The project site is located within the Western Riverside County MSHCP. Since the RCCD is not a Permittee to the MSHCP, the RCCD does not have to comply with the MSHCP. The project site is not located in a Criteria Cell under the MSHCP, and therefore is not located in an area that would conflict with the ability of the MSHCP Reserve to be obtained. As such, impacts would be considered **less than significant**.

### Mitigation Measures

No mitigation measures are required.

### 3.4.11 Mineral Resources

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) ***Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?***

***Less Than Significant Impact.*** The proposed project lies within Mineral Resource Zone 3 (MRZ-3) as depicted on Figure OS-1 of the General Plan 2025 (City of Riverside 2007a), indicating that the area contains known or inferred mineral occurrences of undetermined mineral resources significance. The project site has been previously disturbed and is developed with existing surface parking and the O.W. Noble Administrative Center, along with existing ornamental landscaping and hardscape. Implementation of the proposed project would not result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the state. As such, impacts associated with known mineral resources would be **less than significant**.

#### Mitigation Measures

No mitigation measures are required.

- b) ***Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?***

***Less Than Significant Impact.*** Refer to Response 3.4.11(a). The project site is located on a previously disturbed site within the RCC campus, in the Magnolia Specific Plan, Wood Streets North District (City of Riverside 2009). Implementation of the proposed project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. As such, impacts associated with known mineral resources would be **less than significant**.

### Mitigation Measures

No mitigation measures are required.

### 3.4.12 Noise

Environmental Issues <i>Would the project result in:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

- a) *Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

***Less Than Significant Impact with Mitigation Incorporated.*** Noise levels are regulated by the City’s Municipal Code, Title 7 (City of Riverside 2007d). During project construction and demolition activities, the proposed project would result in a temporary increase in noise levels due to the use of construction equipment. With the opening of the new Student Services and Administration Building, employees who are currently working in various locations on RCC campus would be consolidated to one location (the new Student Services and Administration Building). The net increase in employees would be 79 above those currently staffed at the O.W. Noble Administrative Center and

other buildings. Therefore, these additional 79 employees will generate additional traffic on local streets. Traffic noise would be a long-term source of noise from the project.

While the RCCD is not required to comply with local noise standards and does not have its own noise standards, in order to take a conservative approach toward potential noise-related impacts, the analysis herein did consider local noise standards from the City as they relate to compatibility with the proposed project.

The General Plan Noise Element addresses land use compatibility. The Noise Element states that a community noise equivalent level (CNEL) greater than 75 A-weighted decibels (dBA) is normally unacceptable for commercial uses, a CNEL greater than 70 dBA is normally unacceptable for hospital operations, and a CNEL greater than 65 dBA is normally unacceptable for single-family residential uses (City of Riverside 2007a).

Noise-generating sources in Riverside are regulated by the City’s Municipal Code Noise Ordinance (City of Riverside 2007d). The sound limits apply to noise generation from one property to an adjacent property. The sound level limits depend on the time of day, the duration of the noise, and land use. The sound level limits are depicted in Table 3-8, Exterior Noise Limits. The sound level limits shall not be exceeded on or beyond the boundaries of the property on which the noise is produced. The sound level limit between two different districts is the arithmetic mean of the two districts. For example, the sound level limit between an office/commercial use and residential use is 55 dBA between the hours of 10:00 p.m. and 7:00 a.m., and 60 dBA between the hours of 7:00 a.m. and 10:00 p.m.

The City has established hourly restrictions and noise level limits for construction and demolition activities (City of Riverside 2007d). Construction and demolition activities are not permitted between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, and between 5:00 p.m. and 8:00 a.m. on Saturdays, or at any time on Sundays or federal holidays such that the sound therefrom creates a noise disturbance across a residential or commercial property line or at any time exceeds the maximum permitted noise level for the underlying land use category, except for emergency work or by variance (City of Riverside 2007d).

**Table 3-8  
 Exterior Noise Limits**

Land Use Category	Noise Level (dBA)	
	Nighttime 10:00 p.m.–7:00 a.m.	Daytime 7:00 a.m.–10:00 p.m.
Residential	45	55
Office/commercial	65	65



**Table 3-8  
 Exterior Noise Limits**

Land Use Category	Noise Level (dBA)	
	Nighttime 10:00 p.m.–7:00 a.m.	Daytime 7:00 a.m.–10:00 p.m.
Industrial/non-urban	70	70
Community support	60	60
Public recreation facility	65	65

Source: City of Riverside 2007d.

The nearest sensitive receptors that would potentially be impacted by noise generated during construction of the proposed project are residential uses located approximately 100 feet southwest of the project site. As defined in Table 3-8, Exterior Noise Limits, residential land uses have a daytime noise standard of 55 dBA during the hours of 7:00 a.m. to 10:00 p.m. and a nighttime noise standard of 45 dBA during the hours of 10:00 p.m. to 7:00 a.m.

**Construction of the Proposed Project**

The noise levels generated by construction equipment would vary greatly depending upon factors such as the type and specific model of the equipment, the operation being performed, and the condition of the equipment. The average sound level of the construction activity also depends upon the amount of time that the equipment operates and the intensity of the construction during the period. Development activities for project construction would generally involve the following sequence:

- (1) Demolition – site clearing
- (2) Site preparation
- (3) Grading
- (4) Building construction
- (5) Architectural coating
- (6) Parking lot paving
- (7) Demolition – Existing O.W. Noble Administrative Center.

Specific project construction details and equipment fleet specifications are not available at this time. However, the following are typical types of construction equipment that would be expected:

- Rubber-tired dozers
- Tractors/loaders/backhoes
- Excavators
- Graders
- Cranes
- Forklifts
- Generator sets
- Welders
- Air compressors
- Concrete/industrial saws
- Pavers
- Paving equipment
- Rollers.

The range of maximum noise levels for various types of construction equipment at a distance of 50 feet is depicted in Table 3-9, Construction Equipment Noise Emission Levels.

**Table 3-9  
 Construction Equipment Noise Emission Levels**

Equipment	Typical Sound Level (dBA) 50 Feet from Source
Air compressor	81
Backhoe	80
Compactor	82
Concrete mixer	85
Concrete pump	82
Concrete vibrator	76
Crane, mobile	83
Dozer	85
Generator	81
Grader	85
Impact wrench	85
Jackhammer	88

**Table 3-9  
 Construction Equipment Noise Emission Levels**

Equipment	Typical Sound Level (dBA) 50 Feet from Source
Loader	85
Paver	89
Pneumatic tool	85
Pump	76
Roller	74
Saw	76
Truck	88

Source: FTA 2006.

As previously mentioned, the nearest sensitive receptors that would potentially be impacted by noise generated during construction of the proposed project are residential uses located approximately 100 feet southwest of the project site. The noise levels from construction operations decrease at a rate of approximately 6 decibels (dB) per doubling of distance from the source. Therefore, at a distance of 100 feet (the approximate distance from the nearest construction area to the nearest residences to the southwest), construction noise levels would be about 6 dB lower than shown in Table 3-9, ranging from approximately 68 to 83 dBA  $L_{eq}$ . The estimated construction noise levels at nearby residential uses are summarized in Table 3-10, Short-Term (Construction) Noise Levels.

**Table 3-10  
 Short-Term (Construction) Noise Levels**

Noise-Sensitive Land Use	Approximate Distance from Nearest Construction	Construction Noise Level Range (dBA $L_{eq}$ )	City of Riverside Noise Ordinance Daytime Standard (dBA)
Residences along Ramona Drive	100 feet	68–83	55

Source: City of Riverside 2007d.

As shown in Table 3-10, construction activities associated with demolition of existing structures and construction of the project would exceed City of Riverside noise ordinance standards and have the potential to adversely affect adjacent noise-sensitive uses (residences) through annoyance, disruption of conversations, etc. As such, noise from construction activities would represent a significant impact at nearby residential uses during the louder stages of construction/demolition. It is anticipated that not all construction equipment would be utilized simultaneously for long periods of time during the construction phase. As a way to minimize impacts associated with construction noise, the project would be required to implement mitigation to reduce this potential impact, such as limiting construction hours, placing mufflers on equipment engines, and orienting

stationary sources to direct noise away from sensitive uses (**MM NOISE-1**). Although adherence to this mitigation measure and other guidelines noted above would reduce construction-related noise impacts, there is no feasible way to measure the exact amount of noise reduction that would result from implementation of **MM NOISE-1**. As previously noted, the RCCD is not subject to local regulations; therefore, impacts related to short-term construction would be considered **less than significant** with mitigation incorporated. Additionally, construction noise is temporary in nature and would cease once construction work is completed.

### **Operation of the Proposed Project**

Noise associated with the project would include opening and shutting of car doors, starting engines, vehicle pass-bys, and operation of outdoor equipment such as heating, ventilation, and air conditioning (HVAC) equipment. Noise associated with shutting of car doors, starting engines, and vehicle pass-bys would be temporary and relatively brief and thus would not cause a substantial noise impact. HVAC equipment would be mounted on the roofs of the new Student Services and Administration Building. Mechanical equipment plans are not currently available; therefore, this analysis is based on general industry standards. The noise levels generated by this equipment would vary, but levels typically range from approximately 45 to 55 dBA at a distance of 50 feet. The closest residential property to the project site would be approximately 100 feet away. At this distance, the unmitigated noise level would range up to 49 dBA, assuming that the equipment is not shielded by intervening parapets. However, the project would include parapets on the roof that would attenuate noise levels to less than 49 dBA at the adjacent property lines. Therefore, noise level from outdoor equipment would comply with the City's noise ordinance standards and result in a **less than significant** noise impact.

Long-term noise sources would be from the traffic generated by students and faculty accessing the new Student Services and Administration Building and associated parking. The new building does not change or modify the current long-term noise sources associated with the RCC campus. The new building has been designed to be as far away as possible from existing residences located along Ramona Drive as a way to attenuate any noise associated with students and faculty using that building. However, the noise associated with the new building would be the same noise that is currently experienced with the existing O.W. Noble Administrative Center as well as the other seven buildings across campus that support student services and administration. Therefore, the long-term noise impacts would be considered the same as current conditions on the site, and no new significant impacts would be expected. Long-term impacts to noise levels would be considered **less than significant** and no mitigation measures are required.

## Mitigation Measures

**MM NOISE-1:**In order to reduce impacts related to heavy construction equipment moving and operating on site during project construction, grading, demolition, and paving, prior to issuance of grading permits RCCD shall ensure that the following procedures are followed:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.
- Construction noise reduction methods, such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied sensitive receptor areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.
- During construction, stationary construction equipment shall be placed such that noise is directed away from or shielded from sensitive noise receivers where feasible.
- During construction, stockpiling and vehicle staging areas shall be located as far as practicable from noise-sensitive receptors.
- The project shall be in compliance with the City of Riverside's Municipal Code. Construction shall occur on weekdays between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners and residents to contact the job superintendent. In the event the City receives a complaint, appropriate corrective actions shall be implemented and a report of the action provided to the reporting party.

b) ***Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?***

***Less Than Significant Impact.*** The heavier pieces of construction equipment used at this site could include bulldozers, graders, loaded trucks, water trucks, and pavers. Groundborne vibration information related to construction activities has been collected by California Department of Transportation (Caltrans) (Caltrans 2004). Information from Caltrans indicates that continuous vibrations with a peak particle velocity of approximately 0.1 inch/second begin to annoy people. Vibration is very subjective, and some people may be annoyed at continuous vibration levels near the level of perception. Groundborne

vibration is typically attenuated over short distances (typically on the order of 25 feet). The closest home to the construction areas would be located approximately 100 feet or more from the construction area. At this distance and with the anticipated construction equipment, the peak particle velocity is estimated to be 0.011 inches/second at 100 feet, which would be well below 0.1 inches/second at the adjacent sensitive receptors mentioned above. Furthermore, construction activities are not anticipated to result in continuous vibration levels that typically annoy people. Construction activities does not involve blasting or pile driving events that would generate perceptible groundborne vibration. Therefore, the vibration impact would be **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- c) ***Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?***

***Less Than Significant Impact.*** The proposed project consists of construction of a new Student Services and Administration Building on an existing surface parking area, the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape, landscape, and infrastructure improvements. The proposed project would generally be the same type of college campus use and operation. As such, the proposed project will not have a significant impact related to ambient noise levels in the vicinity above levels without the project. Impacts would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- d) ***Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?***

***Less Than Significant Impact with Mitigation Incorporated.*** Refer to response 3.4.12(a). The proposed project would result in temporary noise increase during construction activities. The nearest sensitive receptor, which is residential uses, are located approximately 100 feet south of the project site, and would be expose to noise levels of up to 68 to 83 dBA during construction using typical noise levels for construction equipment (see Table 3-9).

As previously stated, although adherence to **MM NOISE-1** would reduce construction-related noise impacts, there is no feasible way to measure the exact amount of noise reduction

that would result from implementation of the mitigation measure. However, the RCCD is not subject to local regulations; therefore, impacts related to temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project would be considered **less than significant with mitigation incorporated**.

#### **Mitigation Measures**

Refer to **MM NOISE-1**.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

**Less Than Significant Impact.** The project site is located approximately 1.9 miles southeast of Flabob Airport. According to Figure 5.7-2, Airport Safety and Compatibility Zones in the City's General Plan 2025 Final PEIR, the project site is not located within Flabob Airport safety zones or other airport environs. As such, development as proposed would not expose people residing or working in the project area to excessive noise levels. Therefore, impacts would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

**No Impact.** There are no private airstrips in the project vicinity; therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels. **No impact** would result.

#### **Mitigation Measures**

No mitigation measures are required.

### 3.4.13 Population and Housing

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### Discussion

- a) ***Would the project induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?***

***Less Than Significant Impact.*** The proposed project consists of the construction of a new Student Services and Administration Building to consolidate all student services and administration from seven campus buildings into one building that will include up to 132 existing employees, demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape, landscape, and infrastructure improvements within the RCC campus boundaries. As a conservative estimate, it is estimated that an addition of 79 new employees would be needed for the future reuse of the vacated campus buildings. It is expected that the addition of 79 new employees to be already living in the surrounding area, thus not resulting in a substantial population growth in the area. Additionally, the project would not directly induce substantial population growth in the area, as no residential uses are proposed, and the project would not indirectly induce substantial population growth in the area since the project site would already be served by an established electric, water, sewer, storm drain, communication, and roadway infrastructure network. As such, impacts to population growth would be **less than significant**.

#### Mitigation Measures

No mitigation measures are required.



**b) *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?***

**No Impact.** The project site and existing RCC campus is currently developed with educational facilities. The proposed project consists of the construction of a new Student Services and Administration Building, the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated hardscape, landscape, and infrastructure improvements within the RCC campus boundaries. As such, the proposed project would not displace existing housing and would not necessitate the construction of replacement housing elsewhere, as none exist on the project site. **No impacts** associated with housing would result.

**Mitigation Measures**

No mitigation measures are required.

**c) *Would the project displace substantial numbers of people necessitating the construction of replacement housing elsewhere?***

**No Impact.** The project site is currently developed with an existing surface parking and the O.W. Noble Administrative Center, along with existing ornamental landscaping and hardscape. The project site currently does not support any housing; therefore, substantial numbers of people would not be displaced, necessitating the construction of replacement housing elsewhere, as a result of the proposed project. Therefore, **no impacts** would result.

**Mitigation Measures**

No mitigation measures are required.

**3.4.14 Public Services**

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Discussion

### a) *Fire Protection?*

***Less Than Significant Impact.*** The City’s Fire Department operates 14 fire stations. Station 1 (3420 Mission Inn Avenue Riverside, California 92501) is located approximately 1 mile northeast of the project site and will serve the project site. Fire engine vehicles currently can enter and exit the site via the two access driveways off Ramona Drive, and the one access driveway on Fairfax Avenue. Figure 6 depicts the existing and proposed driveways which will remain as the primary emergency access. Other emergency access could be from Fairfax Avenue, if needed. The proposed project is currently served and will be adequately served by this fire station with implementation of the proposed project. Additionally, the project is consistent with the land uses envisioned in the City’s General Plan 2025 (City of Riverside 2007a), which is the document used by fire services to evaluate service needs. The proposed project would not change the current use of the project site. Therefore, the proposed project is not expected to result in new facilities related to fire services. Impacts would be considered **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

### b) *Police Protection?*

***Less Than Significant Impact.*** In addition to existing Campus Police on the RCC campus, police services within the project area are supplemented by the City’s Police Department. The project site is located within City’s North Policing Center. Orange Police Station and Fairmount Police Station are located within the North Policing Center. The project site is consistent with the land uses envisioned in the 2025 General Plan (City of Riverside 2007a), which is the document used by police services to evaluate service needs. The proposed project would not change the current use of the project site. It is anticipated that the project site can be adequately served by existing police services by the Campus Police combined with the services provided by the City. Priority 1 calls are typically of a life-threatening nature, such as a robbery in process or an accident involving bodily injury (City of Riverside 2007c). Police officers strive to respond within 7 minutes to Priority 1 calls. The project would not build any housing and therefore would not increase the population of the project area that would need police protection. Although the project would result in additional employees in the project area, the project is not expected to substantially increase emergency calls to the City’s Police Department. The proposed project is not expected to result in new facilities that would trigger the need of additional police services to serve the proposed

project. As there are regularly scheduled patrols by Campus Police within the project vicinity, impacts to police services would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

#### **c) *Schools?***

***Less Than Significant Impact.*** The proposed project consists of the development of a new Student Services and Administration Building to consolidate all student services and administration into one building, which will include up to 132 existing employees. The project also includes the demolition of the existing O.W. Noble Administrative Center and its replacement with surface parking, and associated site improvements on the RCC campus. An additional 79 employees could reoccupy the existing buildings that would remain; however, it is expected that the additional 79 new employees would already be living in the surrounding area, thus not resulting in substantial population growth in the area. The proposed project does not include new housing and would therefore not generate an increase in resident population requiring additional schools. Impacts to schools would be **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

#### **d) *Parks?***

***Less Than Significant Impact.*** The project site is located on the existing RCC campus. The project does not propose residential uses and therefore would not be expected to result in an increased demand for parks. The proposed project would not be eliminating any parks or recreational opportunities. Additionally, implementation of the proposed project would not result in potentially significant new population growth, which could have a demand for parks and recreational facilities. As a result, the project would not generate the need for additional parks. Impacts to parks would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

e) **Other public facilities?**

**Less Than Significant Impact.** Demand for governmental or other public services such as libraries is primarily generated by permanent residential population. The project does not propose residential uses. The proposed project would be constructed on the RCC campus and would provide student services and administration needs as well as surface parking. No other public facilities or services other than police and fire protection are anticipated to serve the proposed project. Impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

**3.4.15 Recreation**

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion**

a) ***Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

**Less Than Significant Impact.** Demand for neighborhood or regional parks or other recreational facilities is primarily generated by permanent residential populations. The RCCD proposes to construct a new, two-story Student Services and Administration Building with one-story elements to consolidate all student services and administration into an approximately 45,000-square-foot building that will include up to 132 existing employees. The RCCD also proposes to demolish the existing O.W. Noble Administrative Center (Buildings 2A and 2B on Figure 5) and convert this area to surface parking spaces. Buildings 9, 13, 14, 15, and 15A (see Figure 5) are not proposed for demolition and could be repurposed for future RCC use. These buildings could accommodate a net addition of 79 employees. It is expected that the additional 79 new

employees would already be living in the surrounding area. The project does not propose any residential uses that may increase the utilization of existing neighborhood parks in the vicinity such that substantial physical deterioration of the facility or an increase in park facilities would occur or be accelerated. Therefore, impacts associated with parks or other recreational facilities would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

- b) *Would the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

**No Impact.** Refer to Response 3.4.15(a). The proposed project consists of the construction of a new Student Services and Administration Building, demolition of the existing O.W. Noble Administrative Center and conversion of the site to surface parking, and associated hardscape, landscape, and infrastructure improvements. The proposed project does not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, **no impacts** to recreational facilities would result that might have an adverse physical effect on the environment.

**Mitigation Measures**

No mitigation measures are required.

**3.4.16 Transportation and Traffic**

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service (LOS) standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**3 – INITIAL STUDY**

<b>Environmental Issues</b> <i>Would the project:</i>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion**

- a) *Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*

**Less Than Significant Impact.** To determine whether a project will affect the performance of a circulation system, the project’s potential traffic impacts must be evaluated. A traffic impact analysis (TIA) was prepared for the proposed project by Linscott Law & Greenspan (LLG) dated September 3, 2013, included as Appendix B to this IS/MND. The first component of that analysis is traffic generation. Traffic generation is expressed in vehicle trip ends, defined as one-way vehicular movements, either entering or exiting the generating land use. Generation rates used in the traffic forecasting procedure are found in the ninth edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE 2012). The trip generation factor used for this project is Institute of Transportation Engineers land use code 715, Single Tenant Office Building. The traffic generated by the existing entitled land use represents a trip budget for the project site, against which the impact of the project can be compared.

The proposed project will relocate and condense already existing services on RCC campus into one building. The only new trips that would occur as a result of the project would be caused by the addition of 79 new employees who could be hired after the current positions used for the administration and student services spread out over campus are vacated and moved to the new building; these openings could then be filled with other campus staff.

**3 – INITIAL STUDY**

Table 3-11 presents the forecasted daily and peak hour project traffic volumes for a typical weekday. As shown in Table 3-11, the current administration and student services campus-wide have an entitled trip budget of 196 daily trips, with 27 trips (24 inbound, 3 outbound) produced in the a.m. peak hour and 27 trips (4 trips inbound, 23 outbound) produced in the p.m. peak hour. As shown in Table 3-11, the proposed project is forecasted to generate 488 daily trips, with 70 trips (62 inbound, 8 outbound) produced in the a.m. peak hour and 67 trips (10 inbound, 57 outbound) produced in the p.m. peak hour. Therefore, since the project is a relocation and condensation of existing services already provided by RCC campus, the 488 daily trips for the new project and its employees can be reduced by 196 daily trips since these are existing trips and will continue to occur with the proposed project. The net daily trips from the potential new 79 employees would be 292 daily trips (including 43 a.m. peak hour trips and 40 p.m. peak hour trips).

The TIA evaluated the project’s potential traffic impacts (292 daily trips) at five key study intersections:

- Magnolia Avenue at Terracina Drive
- Magnolia Avenue at Fairfax Avenue
- Mine Okubo Avenue at Fairfax Avenue
- Riverside Avenue/Mine Okubo Avenue at Ramona Drive
- Magnolia Avenue at Ramona Drive.

**Table 3-11  
 Project Traffic Generation Forecast**

ITE Land Use Code / Project Description	Daily 2-Way	a.m. Peak Hour			p.m. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Generation factors: • 715: Single Tenant Office Building (TE/employee)	3.70	0.47	0.06	0.53	0.08	0.43	0.51
Existing land use generation forecast: • Existing O.W. Noble Administrative Center (Buildings 2A/2B) (35 employees)	129	16	2	18	3	15	18
• Non-replaced employees (18 employees)	67	8	1	9	1	8	9
<i>Subtotal existing land use</i>	196	24	3	27	4	23	27

**Table 3-11  
Project Traffic Generation Forecast**

ITE Land Use Code / Project Description	Daily 2-Way	a.m. Peak Hour			p.m. Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Proposed project generation forecast: • RCC Student Services/Administration Building project (132 employees)	488	62	8	70	10	57	67
<b>Total net project trip generation proposed project vs. existing land use (79 net employees)</b>	<b>+292</b>	<b>+38</b>	<b>+5</b>	<b>+43</b>	<b>+6</b>	<b>+34</b>	<b>+40</b>

Source: LLG 2013 (see Appendix B).

### Existing Plus Project Traffic Conditions

Figures 5-4 and 5-5 of the TIA (Appendix B) present projected a.m. and p.m. peak hour traffic volumes at the five key study intersections mentioned above, with the addition of the trips generated by the proposed project to existing traffic volumes, respectively. Table 3-12 depicts the existing peak hour level of service (LOS) for the five key study intersections. Since the RCCD does not have its own traffic standards, the analysis for this project utilized standards from the City of Riverside.

**Table 3-12  
Existing Peak Hour LOS**

Key Intersection	Time Period	Minimum Acceptable LOS	Control Type	Existing Traffic Conditions	
				HCM	LOS
Magnolia Avenue at Terracina Drive	a.m.	LOS C	80 Traffic Signal	32.7 s/v	C
	p.m.			27.1 s/v	C
Magnolia Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	29.8 s/v	D
	p.m.			20.5 s/v	C
Magnolia Avenue at Ramona Drive	a.m.	LOS D	50 Traffic Signal	22.0 s/v	C
	p.m.			18.8 s/v	B
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	9.6 s/v	A
	p.m.			9.0 s/v	A
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOS C	All-Way Stop	10.5 s/v	B
	p.m.			9.6 s/v	A

LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

Based on Table 3-12, four of the five key study intersections currently operate at an acceptable LOS during the a.m. and p.m. peak hours. The intersection of Magnolia Avenue at Fairfax Avenue currently operates at an unacceptable LOS D during the a.m. peak hour.



A significant impact occurs at a study intersection when the addition of the project-generated trips either causes peak hour LOS to degrade from an acceptable LOS (A–D) to an unacceptable LOS (E or F) or causes peak hour delay to increase as outlined in Table 3-13.

**Table 3-13  
Existing Peak Hour LOS**

LOS	Project-Related Increase in Delay
A	By 10.0 seconds
B	By 10.0 seconds
C	By 8.0 seconds
D	By 5.0 seconds
E	By 2.0 seconds
F	By 1.0 second

LOS = level of service

Table 3-14 summarizes the peak hour LOS results at the five key study intersections for existing plus project traffic conditions.

**Table 3-14  
Existing Plus Project Peak Hour Intersection Capacity Analysis Summary**

Key Intersection	Time Period	Minimum Acceptable LOS	Control Type	Existing Traffic Conditions		Existing Plus Project Traffic Conditions		Significant Impact	
				HCM	LOS	HCM	LOS	Increase	Yes/No
Magnolia Avenue at Terracina Drive	a.m.	LOS C	80 Traffic Signal	32.7 s/v	C	32.7 s/v	C	0.0 s/v	No
	p.m.			27.1 s/v	C	27.2 s/v	C	0.1 s/v	No
Magnolia Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	29.8 s/v	D	31.4 s/v	D	1.6 s/v	No
	p.m.			20.5 s/v	C	19.6 s/v	C	0.0 s/v	No
Magnolia Avenue at Ramona Drive	a.m.	LOS D	50 Traffic Signal	22.0 s/v	C	22.1 s/v	C	0.1 s/v	No
	p.m.			18.8 s/v	B	19.0 s/v	B	0.2 s/v	No
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	9.6 s/v	A	9.6 s/v	A	0.0 s/v	No
	p.m.			9.0 s/v	A	9.0 s/v	A	0.0 s/v	No
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOS C	All-Way Stop	10.5 s/v	B	10.6 s/v	B	0.1 s/v	No
	p.m.			9.6 s/v	A	9.7 s/v	A	0.1 s/v	No

LOS = Level of Service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

Based on Table 3-14, traffic under the existing plus project traffic conditions would not significantly impact any of the five key study intersections when compared to the LOS standards. Although the intersection of Magnolia Avenue at Fairfax Avenue is forecast to operate at unacceptable LOS D during the a.m. peak hour both with and without the addition of the project traffic, the project’s impact is not considered significant because the proposed project is expected to add less than 5.0 seconds to the delay value, which is the LOS D threshold of significance established by the City of Riverside.

The remaining four key study intersections are forecast to continue to operate at an acceptable LOS with the addition of the project-generated traffic to existing traffic. Based on the TIA, LLG determined that the results of the existing plus project intersection capacity will not result in significant impacts; therefore, no traffic mitigation measures are required or recommended for the study intersections.

**Site Access and Internal Circulation Evaluation**

***Level of Service Analysis for Project Access Locations***

As shown on Figure 6, Project Site Driveways, vehicular access to the project site will be provided via two existing driveways along Ramona Drive (Existing Project Driveway No. 1 and Existing Project Driveway No. 2), one existing driveway along Mine Okubo Avenue (Existing Project Driveway No. 3), and one existing driveway and one proposed driveway along Fairfax Avenue (Existing Project Driveway No. 4 and New Project Driveway No. 5, respectively). Table 3-15 summarizes the intersection operations for the five project driveways for Year 2015 traffic conditions with the proposed project. As shown, the five project driveways are forecast to operate at acceptable LOS B or better during the a.m. and p.m. peak hours. As such, motorists entering the site will be able to do so comfortably, safely, and without undue congestion.

**Table 3-15  
 Project Driveway Peak Hour LOS Summary**

Key Driveway	Control Type	Time Period	Year 2015 Plus Project Traffic Conditions	
			HCM	LOS
Existing Project Driveway No. 1 at Ramona Drive	One-Way Stop	a.m.	8.9 s/v	A
		p.m.	10.7 s/v	B
Existing Project Driveway No. 2 at Ramona Drive	One-Way Stop	a.m.	10.5 s/v	B
		p.m.	10.3 s/v	B
Existing Project Driveway No. 3 at Mine Okubo Avenue	One-Way Stop	a.m.	7.2 s/v	A
		p.m.	8.3 s/v	A

**Table 3-15**  
**Project Driveway Peak Hour LOS Summary**

Key Driveway	Control Type	Time Period	Year 2015 Plus Project Traffic Conditions	
			HCM	LOS
Existing Project Driveway No. 4 at Fairfax Avenue	All-Way Stop	a.m.	7.4 s/v	A
		p.m.	7.2 s/v	A
New Project Driveway No. 5 at Fairfax Avenue	One-Way Stop	a.m.	0.0 s/v	A
		p.m.	0.0 s/v	A

**Source:** LLG 2013 (Appendix B).  
 LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

***Internal Circulation Evaluation***

Based on the TIA that was prepared for the project (Appendix B), LLG determined that the on-site circulation layout of the proposed project as illustrated on Figure 3b, Site Plan and Figure 6, Project Site Driveways, on an overall basis is adequate and that the curb return radii appear adequate for passenger cars, small service/delivery trucks (FedEx, UPS), and trash trucks. Based on the TIA (Appendix B), LLG determined that the Year 2015 plus project traffic conditions intersection capacity would not result in significant impacts; therefore, no traffic mitigation measures are required or recommended for the study intersections.

**Ambient Traffic Growth**

Horizon year, background traffic growth estimates have been calculated using an ambient growth factor. The ambient traffic growth factor is intended to include unknown and future cumulative projects in the study area, as well as accounting for regular growth in traffic volumes due to the development of projects outside the study area. Consistent with prior traffic studies conducted in the City, the future growth in traffic volumes has been calculated at 2% per year. Applied to existing Year 2013 traffic volumes, this growth factor results in a 4% increase in existing volumes to horizon year 2015 (estimated year of completion of project).

**Year 2015 Plus Project Traffic Conditions**

Table 3-16 summarizes the peak hour LOS results at the five key study intersections for Year 2015 plus project traffic conditions.

Based on Table 3-16, the addition of ambient traffic growth will adversely impact the intersection of Magnolia Avenue/Fairfax Avenue as it is forecast to operate at an unacceptable LOS D during the a.m. peak hour. Although the intersection of Magnolia

Avenue/Fairfax Avenue is forecast to operate at an unacceptable LOS D during the a.m. peak hour both with the addition of ambient growth traffic and with the addition of project traffic, the project's impact is not considered significant because the proposed project is expected to add less than 5.0 seconds to the delay value, which is the LOS D threshold of significance established by the City. The remaining four key study intersections are forecast to continue to operate at an acceptable LOS in Year 2015 with the addition of ambient traffic growth to existing traffic.

### **Year 2015 Cumulative Traffic Conditions**

Based on Table 3-16, the five key study intersections will not be cumulatively impacted by the proposed project. Although the intersection of Magnolia Avenue/Fairfax Avenue is forecast to continue to operation at an unacceptable LOS D during the a.m. peak hour, the project's cumulative impact is not considered significant because the proposed project and the cumulative projects are expected to add less than 5.0 seconds to the delay value, which is the LOS D threshold of significance established by the City. The remaining four key study intersections are forecast to continue to operate at an acceptable LOS with the addition of ambient growth traffic, cumulative traffic, and project traffic in Year 2015.

### **Cumulative Projects Traffic Characteristics**

There are 17 cumulative projects (refer to Table 6-1 of the TIA, Appendix B) in the City that have either been built, but not yet fully occupied, or are reported by the City as being processed for approval. The 17 cumulative projects (for locations, see Figure 6-1 of the TIA, Appendix B) are forecast to generate a combined total of 15,263 daily trips, with 1,244 trips (745 inbound and 499 outbound) forecast during the a.m. peak hour and 1,370 trips (621 inbound and 749 outbound) forecast during the p.m. peak hour. The project's net 292 daily trips constitute 1.9% of the cumulative daily traffic generated by the list of cumulative projects. This percentage is not considered significant. Based on the analysis of the five key study intersections, the existing plus project traffic, Year 2015 plus project, existing plus ambient plus project, and Year 2015 cumulative traffic conditions would not conflict with the performance of the circulation system. Impacts would be considered **less than significant** and no mitigation is warranted.

### **Mitigation Measures**

No mitigation measures are required.

3 – INITIAL STUDY

**Table 3-16**  
**Year 2015 Peak Hour Intersection Capacity Analysis Summary**

Key Intersection	Time Period	Minimum Acceptable LOS	Existing Traffic Conditions		Existing Plus Ambient Growth (Year 2015) Traffic Conditions		Existing Plus Ambient Growth (Year 2015) Plus Project Traffic Conditions		Significant Impact		Existing Plus Ambient Growth (Year 2015) Plus Project Cumulative Traffic Conditions		Year 2015 Cumulative Impact	
			HCM	LOS	HCM	LOS	HCM	LOS	Increase	Yes/No	HCM	LOS	Increase	Yes/No
Magnolia Avenue at Terracina Drive	a.m.	LOSC	32.7 s/v	C	32.6 s/v	C	32.5 s/v	C	0.0 s/v	No	32.7 s/v	C	0.1 s/v	No
	p.m.		27.1 s/v	C	27.7 s/v	C	27.7 s/v	C	0.0 s/v	No	27.9 s/v	C	0.2 s/v	No
Magnolia Avenue at Fairfax Avenue	a.m.	LOSC	29.8 s/v	D	27.4 s/v	D	28.7 s/v	D	1.3 s/v	No	30.9 s/v	D	3.5 s/v	No
	p.m.		20.5 s/v	C	22.5 s/v	C	21.6 s/v	C	0.0 s/v	No	23.1 s/v	C	0.6 s/v	No
Magnolia Avenue at Ramona Drive	a.m.	LOSD	22.0 s/v	C	22.0 s/v	C	22.1 s/v	C	0.1 s/v	No	22.4 s/v	C	0.4 s/v	No
	p.m.		18.8 s/v	B	18.9 s/v	B	s/v	B	0.1 s/v	No	19.2 s/v	B	0.3 s/v	No
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOSC	9.6 s/v	A	9.1 s/v	A	9.1 s/v	A	0.0 s/v	No	9.1 s/v	A	0.0 s/v	No
	p.m.		9.0 s/v	A	8.9 s/v	A	s/v	A	0.0 s/v	No	8.9 s/v	A	0.0 s/v	No
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOSC	10.5 s/v	B	9.9 s/v	A	10.0 s/v	A	0.1 s/v	No	10.1 s/v	B	0.2 s/v	No
	p.m.		9.6 s/v	A	9.3 s/v	A	9.3 s/v	A	0.0 s/v	No	9.5 s/v	A	0.2 s/v	No

**Source:** LLG 2013 (Appendix B).

LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

- b) *Would the project conflict with an applicable congestion management program, including, but not limited to level of service (LOS) standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

**Less Than Significant Impact.** LOS criteria for traffic signals are stated in terms of the average control delay per vehicle. The six qualitative categories of LOS that have been defined along with the corresponding Highway Capacity Manual (HCM) control delay value range for signalized intersections as shown in Table 3-17.

**Table 3-17  
 LOS Criteria for Signalized Intersections**

LOS	Control Delay per Vehicle (s/v)	LOS Description
A	≤10.0	Little or no delay. This LOS occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay
B	> 10.0 and ≤ 20.0	Short traffic delays. This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of average delay.
C	> 20.0 and ≤ 35.0	Average traffic delays. These higher delays may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
D	> 35.0 and ≤ 55.0	Long traffic delays. At level D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume to car ratios. Many vehicles stop and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	> 55.0 and ≤ 80.0	Very long traffic delays. This level is considered by many agencies to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.
F	≥ 80.0	Severe congestion. This level, considered to be unacceptable to most drivers, often occurs with oversaturation—that is, when arrival flow rates exceed the capacity of the intersection. It may also occur at high v/c ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors to such delay levels.

**Source:** Highway Capacity Manual, 2000, Chapter 16 (Signalized Intersection).  
 LOS = level of service

The focus of a congestion management plan (CMP) is the development of an enhanced traffic monitoring system in which real-time traffic count data can be accessed by the Riverside County Transportation Commission to evaluate the condition of the congestion management system as well as meeting other monitoring requirements at the state and

federal levels. Per the CMP-adopted LOS standard of E, when a congestion management system segment falls to F, a deficiency plan is required. Preparation of a deficiency plan is the responsibility of the local agency where the deficiency is located. Agencies identified as contributors to the deficiency are required to coordinate with the development of the plan. The deficiency plan must contain mitigation measures, including transportation demand management strategies and transit alternatives, and a schedule of mitigating the deficiency.

The City's General Plan requires LOS to conform to the CMP standards. Therefore, if a project is in compliance with the City's LOS standards, the project would be in compliance with the CMP.

The TIA prepared for the project studied five key intersections: Magnolia Avenue at Terracina Drive, Magnolia Avenue at Fairfax Avenue, Magnolia Avenue at Ramona Drive, Mine Okubo Avenue at Fairfax Avenue, and Riverside Avenue/Mine Okubo Avenue at Ramona Drive (Appendix B).

Since the RCCD does not have its own traffic standards, the analysis for this project utilized standards from the City. The City allows LOS D to be used as the maximum acceptable threshold for the study intersections and roadways of Collector or higher classification. However, at some key locations, such as City arterial roadways that are used as freeway bypasses by regional through traffic and at heavily traveled freeway interchanges, LOS E may be acceptable, as determined on a case-by-case basis. Locations that may warrant the LOS E standard include portions of Arlington Avenue/Alessandro Boulevard, Van Buren Boulevard throughout the City, portions of La Sierra Avenue, and selected freeway interchanges. The City also recognizes that along key freeway-feeder segments during peak commute hours, LOS F may be expected due to regional travel patterns. A higher standard, such as LOS C or better, may be adopted for local streets in residential areas. The following summarizes the LOS required for each of the project's key study intersections:

#### **LOC C Requirement**

- Magnolia Avenue at Terracina Drive
- Magnolia Avenue at Fairfax Avenue
- Mine Okubo Avenue at Fairfax Avenue
- Riverside Avenue/Mine Okubo Avenue at Ramona Drive.

#### **LOS D Requirement**

- Magnolia Avenue at Ramona Drive.

Table 3-18 depicts the existing peak hour LOS for the five key study intersections.

**Table 3-18  
Existing Peak Hour LOS**

Key Intersection	Time Period	Minimum Acceptable LOS	Control Type	Existing Traffic Conditions	
				HCM	LOS
Magnolia Avenue at Terracina Drive	a.m.	LOS C	80 Traffic Signal	32.7 s/v	C
	p.m.			27.1 s/v	C
Magnolia Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	29.8 s/v	D
	p.m.			20.5 s/v	C
Magnolia Avenue at Ramona Drive	a.m.	LOS D	50 Traffic Signal	22.0 s/v	C
	p.m.			18.8 s/v	B
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	9.6 s/v	A
	p.m.			9.0 s/v	A
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOS C	All-Way Stop	10.5 s/v	B
	p.m.			9.6 s/v	A

LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

Based on Table 3-18, four of the five key study intersections currently operate at an acceptable LOS during the Am and p.m. peak hours. The intersection of Magnolia Avenue at Fairfax Avenue currently operates at an unacceptable LOS D during the a.m. peak hour.

A significant impact occurs at a study intersection when the addition of the project-generated trips either causes peak hour LOS to degrade from an acceptable LOS (A–D) to an unacceptable LOS (E or F) or causes peak hour delay to increase as outlined in Table 3-19.

**Table 3-19  
Existing Peak Hour LOS**

LOS	Project-Related Increase in Delay
A	By 10.0 seconds
B	By 10.0 seconds
C	By 8.0 seconds
D	By 5.0 seconds
E	By 2.0 seconds
F	By 1.0 second

LOS = level of service

Table 3-20 summarizes the peak hour LOS results at the five key study intersections for existing plus project traffic conditions.



**Table 3-20**  
**Existing Plus Project Peak Hour Intersection Capacity Analysis Summary**

Key Intersection	Time Period	Minimum Acceptable LOS	Control Type	Existing Traffic Conditions		Existing Plus Project Traffic Conditions		Significant Impact	
				HCM	LOS	HCM	LOS	Increase	Yes/No
Magnolia Avenue at Terracina Drive	a.m.	LOS C	80 Traffic Signal	32.7 s/v	C	32.7 s/v	C	0.0 s/v	No
	p.m.			27.1 s/v	C	27.2 s/v	C	0.1 s/v	No
Magnolia Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	29.8 s/v	D	31.4 s/v	D	1.6 s/v	No
	p.m.			20.5 s/v	C	19.6 s/v	C	0.0 s/v	No
Magnolia Avenue at Ramona Drive	a.m.	LOS D	50 Traffic Signal	22.0 s/v	C	22.1 s/v	C	0.3 s/v	No
	p.m.			18.8 s/v	B	19.0 s/v	B	0.4 s/v	No
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	9.6 s/v	A	9.6 s/v	A	8 s/v	No
	p.m.			9.0 s/v	A	9.0 s/v	A	0.0 s/v	No
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOS C	All-Way Stop	10.5 s/v	B	10.6 s/v	B	0.1 s/v	No
	p.m.			9.6 s/v	A	9.7 s/v	A	0.1 s/v	No

LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

Based on Table 3-20, traffic under the existing plus project traffic conditions would not significantly impact any of the five key study intersections when compared to the LOS standards. Although the intersection of Magnolia Avenue at Fairfax Avenue is forecast to operate at unacceptable LOS D during the a.m. peak hour both without the project and with the addition of the project traffic, the project's impact is not considered significant because the proposed project is expected to add less than 5.0 seconds to the delay value, which is the LOS D threshold of significance established by the City. The remaining four key study intersections are forecast to continue to operate at an acceptable LOS with the addition of the project-generated traffic to existing traffic.

Table 3-21 summarizes the peak hour LOS results at the five key study intersections for Year 2015 plus project traffic conditions.

**Table 3-21**  
**Existing Plus Project Peak Hour Intersection Capacity Analysis Summary**

Key Intersection	Time Period	Minimum Acceptable LOS	Control Type	Existing Traffic Conditions		Existing Plus Project Traffic Conditions		Significant Impact	
				HCM	LOS	HCM	LOS	Increase	Yes/No
Magnolia Avenue at Terracina Drive	a.m.	LOS C	80 Traffic Signal	32.7 s/v	C	32.7 s/v	C	0.0 s/v	No
	p.m.			27.1 s/v	C	27.2 s/v	C	0.1 s/v	No
Magnolia Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	29.8 s/v	D	31.4 s/v	D	1.6 s/v	No
	p.m.			20.5 s/v	C	19.6 s/v	C	0.0 s/v	No
Magnolia Avenue at Ramona Drive	a.m.	LOS D	50 Traffic Signal	22.0 s/v	C	22.1 s/v	C	0.5 s/v	No
	p.m.			18.8 s/v	B	19.0 s/v	B	0.6 s/v	No
Mine Okubo Avenue at Fairfax Avenue	a.m.	LOS C	One-Way Stop	9.6 s/v	A	9.6 s/v	A	9 s/v	No
	p.m.			9.0 s/v	A	9.0 s/v	A	0.0 s/v	No
Riverside Avenue/Mine Okubo Avenue at Ramona Drive	a.m.	LOS C	All-Way Stop	10.5 s/v	B	10.6 s/v	B	0.1 s/v	No
	p.m.			9.6 s/v	A	9.7 s/v	A	0.1 s/v	No

LOS = level of service; HCM = Highway Capacity Manual; s/v = seconds per vehicle

The proposed project would not result in a direct, indirect, or cumulative impact to an existing LOS within the applicable study area. Impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

- c) ***Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

**No Impact.** The proposed project site is located approximately 1.9 miles southeast of Flabob Airport. The proposed project does not include uses or activities that would generate the need for air traffic. Therefore, implementation of the proposed project on the project site would not result in changes to existing air traffic patterns. **No impacts** would result.

**Mitigation Measures**

No mitigation measures are required.

- d) *Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

**Less Than Significant Impact.** Existing access to the project site include two driveways along Ramona Drive, one driveway along Mine Okubo Avenue, and two driveways along Fairfax Avenue. The existing driveway access closest to Magnolia Avenue would be eliminated once the new Student Services and Administration Building is constructed and a new driveway access is proposed on Fairfax Avenue near Mine Okubo Avenue (identified as New Project Driveway No. 5 on Figure 6, Project Site Driveways). All other driveways would remain. Existing Project Driveways No. 1, No. 2, and No. 4 (as identified on Figure 6, Project Site Driveways) are proposed as full-access, unsignalized driveways. Existing Project Driveway No. 3 (as identified on Figure 6, Project Site Driveways) would be unsignalized and restricted to left-turn in and left-turn out/right-turn out only movements, while New Project Driveway No. 5 is proposed as a right-turn in/right-turn out only unsignalized driveway. All access roads and driveways would be appropriately designed to the satisfaction of the Division of the State Architect. All construction would be appropriately staged and construction controls including temporary signage, access, detours, and fencing would be provided during construction activities. Therefore, the proposed project would not substantially increase any hazards due to design features, incompatible uses, or construction of the project during RCC's hours of operation. Impacts would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- e) *Would the project result in inadequate emergency access?*

**Less Than Significant Impact.** Access to the project site would remain available via Ramona Drive along the southwestern project boundary, via Fairfax Avenue along the northeastern project boundary, and via Mine Okubo Avenue along the southeastern project boundary (see Figures 3a and 3b). The project proponent would be required to design, construct, and maintain structures, roadways, and facilities to comply with applicable local, regional, state, and/or federal requirements related to emergency access and evacuation plans. Construction activities that may temporarily restrict vehicular traffic would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures in accordance with the RCCD Emergency Operations Plan. Adherence to these requirements would reduce potential impacts related to this issue to a **less than significant** level. Operation of the proposed project would not interfere with the RCCD Emergency

Operations Plan as all existing access driveways would remain in operation throughout project buildout. An additional access driveway is also proposed (see New Project Driveway No. 5 on Figure 6, Project Site Driveways) and would remain in operation throughout project buildout.

### **Mitigation Measures**

No mitigation measures are required.

- f) *Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

***Less Than Significant Impact.*** Extensive bus service throughout the City is provided by the Riverside Transit Agency (RTA). The closest bus stop is located along Magnolia Avenue at the intersection of Terracina Drive, approximately 600 feet from the project site, and would provide bus rider access to the site. The City has a Bicycle Master Plan that serves to develop a feasible plan for an interconnected on-street and off-street bicycle lane network throughout the City. As shown on Figure 6-1 of the Bicycle Master Plan (City of Riverside 2007e), there is an existing bike lane along Magnolia Avenue. Construction of the project would not involve temporary bicycle lane closures or bus route detours along Magnolia Avenue. Bicycle racks would be provided with the new Student Services and Administration Building. Pedestrian pathways would be reconfigured where the new Student Services and Administration Building is located to connect the project site to the north of the RCC campus (refer to Figure 6, Project Site Driveways). Thus, the proposed project would include the ability of pedestrians and bikes to circulate through the RCC campus through the use of connected pathways. As such, the project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or decrease the performance or safety of such facilities. Impacts would be considered **less than significant**.

### **Mitigation Measures**

No mitigation measures are required.

### 3.4.17 Utilities and Service Systems

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### Discussion

**a) *Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

***Less Than Significant Impact with Mitigation Incorporated.*** Publicly owned treatment works such as the Riverside Water Quality Control Plant (RWQCP), which serves the project site, receive NPDES permits to ensure that such wastewater facilities operate in compliance with federal regulations. NPDES permits, issued by the state, establish effluent limits on the kinds and quantities of pollutants that publicly owned treatment works can discharge. These permits also contain pollutant monitoring, recordkeeping, and reporting requirements. Wastewater facilities would be provided by the City sewer system. Wastewater from the site would be treated at the wastewater treatment plant located at the RWQCP. Because the RWQCP is considered a publicly owned treatment works, operational discharge flows treated at the RWQCP would be required to comply

with waste discharge requirements contained within the NPDES permit for the facility. Compliance with conditional or permit requirements established by the City and waste discharge requirements at the RWQCP would ensure that discharges into the sewer system from the operation of the proposed project would not exceed applicable Santa Ana RWQCB wastewater treatment requirements. Implementation of **MM UTIL-1** would reduce potential wastewater quality impacts to a **less than significant** level.

### **Mitigation Measures**

**MM UTIL-1:** The Riverside Community College District shall obtain a sanitary sewer discharge permit from the Riverside Water Quality Treatment Plant (RWQCP) prior to connection and/or discharge to the sanitary sewer system to ensure compliance with influent limitations as required by the RWQCP. Proof of obtainment of a sanitary sewer discharge permit shall be submitted to the City of Riverside prior to the issuance of building permits.

- b) *Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact.** The proposed project is not expected to require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities that would cause significant environmental effects. The proposed project would be required to connect to existing water and wastewater infrastructure to provide the necessary construction and water/sewer needs for the project. The project would connect to the existing 8-inch water main and facilities under Magnolia Avenue. In order to avoid conflict with the proposed project, the RCCD would relocate the existing public sewer main along Fairfax Avenue in order to avoid conflict with the proposed project. In addition, a 20-foot-wide easement, dedicated to the City, would be included along the relocated sewer line. The existing sewer line along Fairfax Avenue would be abandoned and left in place, and the existing sewer line underneath the proposed Student Services and Administration Building would be removed. Connection of the water lines to the existing City infrastructure and relocation of the sewer lines would be made in accordance with Standard Specifications for Public Works Construction and City regulations. The sewer line ultimately connects to the RWQCP. The RWQCP currently has a design capacity of 40 million gallons per day (mgd; average annual basis). The proposed expansion of the RWQCP will have a future design capacity of 52.2 mgd annual average. The new Student Services and Administration Building would not add significant water and wastewater capacity to the existing infrastructure. The proposed project would generate approximately 9,600 gallons per day demand for water and create

1,980 gallons per day of wastewater. The amount of water and wastewater generated by the project would be a fraction of the amount of water planned for at the regional water and wastewater treatment facilities. As such, impacts would be **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- c) *Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact.** The proposed project will connect to the existing 18-inch reinforced concrete pipe and catch basin on the southwest side of Fairfax Avenue to provide the necessary drainage for the project. The project will also be required to comply with all rules, regulations, and other requirements of the City for use of stormwater facilities. Reconfiguration of the storm drain systems as a result of the project would be considered minor and would continue to direct runoff into the Tequesquite Channel, resulting in no impact to the channel. Therefore, impacts associated with stormwater drainage facilities would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- d) *Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

**Less Than Significant Impact.** Water service to the RCC campus is provided by the RPU. The RPU's UWMP projects that adequate water supplies would be available for the planning area through the year 2020. As the proposed project is included in the RPU service area and has been considered in the long-term planning for the area, and due to the limited water requirements for the proposed project, sufficient capacity for both domestic water and sewer would reasonably be expected.

A water supply assessment for the proposed project is not required pursuant to California Water Code, Section 10910, since the project as proposed does not meet the criteria under California Water Code, Section 10912, nor does it meet the definition of a "water demand project" pursuant to CEQA Guidelines, Section 15155(a). There is currently an existing 8-inch water main under Magnolia Avenue and an 8-inch sewer line under Fairfax Avenue. Based on the site engineering and design plans, the RCCD will be able to

connect to the existing water main under Magnolia Avenue in order to meet the water demands of the project. The RCCD would relocate the existing public sewer main in order to avoid conflict with the proposed project. In addition, a 20-foot easement would be included along the relocated sewer line. The existing sewer line along Fairfax Avenue would be abandoned and left in place, and the existing sewer line underneath the proposed Student Services and Administration Building would be removed.

The RCCD will also install all necessary fire service with backflow device lines and fire hydrants to ensure that a reliable and appropriate water source exists on site for firefighting purposes. In addition, the RCCD will pay all applicable connection fees and monthly usage charges to the City for the provision of water to the project site.

As such, impacts would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.

- e) *Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

**Less Than Significant Impact.** Wastewater from the site would be treated at the City's wastewater treatment plant located at the RWQCP at 5950 Acorn Street in the City of Riverside. Existing sanitary sewer service is provided to the site from Fairfax Avenue. Wastewater from the project site will be collected through the sewer pipeline under Fairfax Avenue that will flow into the RWQCP for treatment. Based on the General Plan 2025 and the Integrated Master Plan for Wastewater Collection and Treatment Facilities, the City's wastewater treatment plant is proposing to upgrade the capacity from a current capacity of 40 mgd to approximately 52.2 mgd by year 2025 (City of Riverside 2007a, 2010). Since the project is consistent with the land use assumptions in the General Plan, the project site's additional wastewater generation has been considered in the wastewater planning assumptions. Adequate wastewater services are therefore available for the project, and no new facilities would be needed to serve the project. Impacts would be considered **less than significant**.

#### **Mitigation Measures**

No mitigation measures are required.



f) *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

**Less Than Significant Impact.** The proposed project is serviced by Burrtec Waste Industries Inc. (Burrtec) for solid waste collection. The Riverside County Waste Management Department manages Riverside County's solid waste system through the provision of facilities and programs that meet or exceed all applicable local, state, federal, and land use regulations. The Riverside County Waste Management Department manages six Riverside County Sanitary Landfills: Badlands, Blythe, Desert Center, Lamb Canyon, Mecca II, and Oasis. Each of these landfills has sufficient capacity to accommodate the project's minimal solid waste disposal needs and is permitted to receive non-hazardous municipal solid waste. Solid waste disposal services for the proposed project site would be provided by one of the several private contractors that provide solid waste disposal for commercial uses within the City. Solid waste collected at the project site would most likely be disposed of in one of three landfills: the Badlands Landfill, El Sobrante Landfill, or the Lamb Canyon Landfill.

Badlands Landfill is owned and operated by Riverside County. Badlands Landfill is currently permitted to receive 4,000 tons per day and has an estimated total capacity of approximately 17.620 million tons. As of January 1, 2013 (beginning of day), the landfill had a total remaining disposal capacity of approximately 7.930 million tons. The Badlands Landfill is projected to reach its capacity in 2024 at the earliest, with the potential for future landfill expansion (Ross, pers. comm. 2013).

El Sobrante Landfill is owned and operated by USA Waste of California, a subsidiary of Waste Management Inc. El Sobrante Landfill has a total disposal capacity of approximately 209.91 million cubic yards and can receive up to 70,000 tons per week of refuse. As of January 1, 2013 (beginning of day), the landfill had a remaining in-County disposal capacity of approximately 37.157 million tons. The landfill is expected to reach capacity in approximately 2045 (Ross, pers. comm. 2013).

Lamb Canyon Landfill is owned and operated by Riverside County. Lamb Canyon Landfill is currently permitted to receive 5,000 tons of refuse per day and has an estimated total disposal capacity of approximately 15.646 million tons. As of January 1, 2013 (beginning of day), the landfill had a total remaining capacity of approximately 7.616 million tons. The landfill's current remaining disposal capacity is estimated to last until approximately 2021, at a minimum, with the potential for future landfill expansion (RCWMD 2013). The amount of solid waste generated during operation of the proposed project is expected to be within the permitted capacity of nearby landfills.

Since the project site is consistent with the land uses assumed in the General Plan and since the Riverside County Waste Management Department, which oversees landfill operations, has taken the land use on the site into consideration for its planning, potential impacts associated with solid waste capacity would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

**g) *Would the project comply with federal, state, and local statutes and regulations related to solid waste?***

***Less Than Significant Impact.*** Anticipated uses on the project site are consistent with the General Plan, and the project would be required to comply with any federal, state, or local statutes or regulations related to solid waste generation and disposal. The proposed project would be expected to participate in the City’s efforts to comply with the California Integrated Waste Management Act (Assembly Bill 939) under the California Public Resource Code and ensure that at least 50% of the waste stream is diverted away from the landfill. The RCCD has many waste diversion programs in place. All departments at RCC continue to reduce the number of copies of print jobs. Class registration, phone directory, college course catalog, community education publications, and other college administration items are completely online to reduce paper waste. The RCCD recycles many products, including interoffice envelopes, beverage containers, cardboard, newspaper, mixed office paper, and other recyclable items. The proposed project will also participate in the programs necessary to comply with waste reduction. Since the proposed project would comply with federal, state, and local statutes and regulations related to solid waste, impacts would be considered **less than significant**.

**Mitigation Measures**

No mitigation measures are required.

### 3.4.18 Mandatory Findings of Significance

Environmental Issues <i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Discussion

- a) ***Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?***

***Less Than Significant Impact with Mitigation Incorporated.*** The project site is within an urbanized area and has been previously graded and developed with an existing surface parking lot and the existing O.W. Noble Administrative Center. The project site is also surrounded by existing development on all sides. Therefore, the site does not function as a regional wildlife corridor or habitat linkage.

Part of the project includes the demolition of the existing O.W. Noble Administrative Center. WHS evaluated the historical significance of the existing O.W. Noble Administrative Center, identified any historical resources around the project site, and evaluated whether the proposed project would negatively affect surrounding historical resources (WHS 2013, Appendix C). The existing O.W. Noble Administrative Center was named in honor of Orland W. “Bill” Noble, RCC’s president from 1950 to 1963 (WHS 2013). The existing O.W. Noble Administrative Center was designed by prominent

Riverside architect Herman O. Ruhnau. The O.W. Administration Building design reflects the Miesian International Modern architectural style and its floor plan originally consisted of two modules. An easterly module was designed to accommodate administrative offices and the westerly module was designed to provide classroom space. Today, the existing O.W. Administration Building is entirely occupied by offices (Appendix C).

WHS determined that the O.W. Noble Administrative Center does not meet either of the historical designation criteria described in Section 3.4.5(a). WHS stated that while the O.W. Noble Administrative Center housed RCC’s administrative leaders and has been the location where decisions on the future of the campus were made, the administrators and the duties they carried out were typical of any similar institution during the time frame of the building (Appendix C). WHS determined that the O.W. Noble Administrative Center did not qualify for individual historical designation for its architecture because it did not compare with the Cutter Pool Building, the Cosmetology Building, Landis Auditorium, and the Arts Building, which are eligible for historic designation (Appendix C). Furthermore, WHS stated that the existing O.W. Noble Administrative Center falls well short of the creativity of other Ruhnau works in Riverside, California, such as the Riverside Community Hospital Bed Tower, the Law Library, the Marcy Branch Library, and the Press Enterprise Building. The use of sheet metal plant-ons to give the appearance of an extremely visible structural system on the O.W. Noble Administrative Center is a violation of the Miesian architectural principle (WHS 2013), which also prevents the O.W. Noble Administrative Center being deemed architecturally unique or significant.

WHS assigned a historical resources status code of “6L” (determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning) to the O.W. Noble Administrative Center. The 6L status code acknowledges that, while the building does not qualify for historical designation at any level, it is a distinct component of RCC’s post-World War II history and deserves consideration in the planning process related to the overall project.

As discussed in the Cultural Resources section (Section 3.4.5), the project includes mitigation measures associated with the direct impacts of demolition of the existing O.W. Noble Administrative Center, as well as the indirect impacts of the new building, in association with the existing Wood Streets Historic District and the Quadrangle Building. Therefore, with incorporation of the mitigation measures for cultural resources, the project would not degrade the quality of the environment, have an effect on biological resources, or eliminate an important example of California history.

### **Mitigation Measures**

Refer to **MM CUL-1** and **MM CUL-10** in Section 3.4.5(a) related to the potential impacts to cultural resources.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

**Less Than Significant Impact with Mitigation Incorporated.** In addition to direct impacts resulting from the project (as described in Sections 3.4.1 through 3.4.17), this IS/MND considers the project’s potential incremental effects that may be cumulatively considerable. Mitigation measures identified in the applicable sections of this IS/MND would reduce project-specific impacts. No cumulatively considerable impacts attributable to the project’s incremental environmental effects have been identified. With implementation of mitigation measures, there is no substantial evidence that there would be cumulatively considerable impacts associated with the project.

### **Mitigation Measures**

See mitigation measures described in Sections 3.4.1 through 3.4.17.

- c) *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

**Less Than Significant Impact with Mitigation Incorporated.** The potential for adverse direct or indirect impacts to human beings was considered in this IS/MND in Sections 3.4.1, Aesthetics; 3.4.3, Air Quality; 3.4.5, Cultural Resources; 3.4.6, Geology and Soils; 3.4.7, Greenhouse Gas Emissions; 3.4.8, Hazards and Hazardous Materials; 3.4.9, Hydrology and Water Quality; 3.4.12, Noise; 3.4.13, Population and Housing; 3.4.14, Public Services; 3.4.15, Recreation; 3.4.16, Transportation and Traffic; and 3.4.17, Utilities and Service Systems. Based on this evaluation, there is no substantial evidence that construction or operation of the proposed project with the proposed mitigation measures incorporated would result in a substantial adverse effect on human beings.

### **Mitigation Measures**

Implementation of mitigation measures described in Sections 3.4.1 through 3.4.17.

**3 – INITIAL STUDY**

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Exhibit B

## **4.0 MITIGATION MONITORING AND REPORTING PROGRAM**

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### **4.1 INTRODUCTION**

The California Public Resources Code, Section 21081.6, requires that a lead or responsible agency adopt a mitigation monitoring plan when approving or carrying out a project when a mitigated negative declaration (MND) identifies measures to reduce potential adverse environmental impacts. As lead agency for the project, the Riverside City College District (RCCD) is responsible for adoption and implementation of the mitigation monitoring plan.

A Draft MND for the project has been prepared to address the potential environmental impacts and, where appropriate, recommend measures to mitigate these impacts. As such, a mitigation monitoring plan is required to ensure that the adopted mitigation measures are successfully implemented. This plan lists each mitigation measure, describes the methods for implementation and verification, and identifies the responsible party or parties.

### **4.2 PROJECT OVERVIEW**

The project site is located at 4800 Magnolia Avenue, Riverside, California, within the southwestern portion of the RCC campus. More specifically, the project site is bounded by Fairfax Avenue to the northeast, Ramona Drive to the southwest, Magnolia Avenue to the northwest, and Mine Okubo Avenue to the southeast, approximately 0.32 mile west of State Route 91 (SR-91) and approximately 2 miles south of SR-60 (Draft MND, Figure 1, Regional Map; Figure 2, Vicinity Map).

The RCCD proposes to construct a new, two-story Student Services and Administration Building with one-story elements to consolidate all student services and administration into an approximately 45,000-square-foot building that will include up to 132 existing employees. The proposed Student Services and Administration Building will be located on the site of an existing parking lot within the southwest portion of the Riverside City College (RCC) campus. In order to recoup some of the parking spaces lost by constructing the new Student Services and Administration Building, RCCD also proposes to demolish the existing O.W. Noble Administrative Center (18,797 gross square feet; Buildings 2A and 2B, which currently house the Executive Administration, Disabled Students Programs, and Veterans Resource Center) on the corner of Fairfax Drive and Mine Okubo Avenue and convert this area to surface parking spaces (Draft MND, p. 1-1).

It is anticipated that construction of the proposed new Student Services and Administration Building would commence in summer 2014 and would last approximately 11 months, ending in summer 2015 (Draft MND, p. 2-3).

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**4.3 MONITORING AND REPORTING PROCEDURES**

The mitigation monitoring plan for the project will be in place through all phases of the project, including design, construction, and operation. The RCCD will be responsible for administering the mitigation monitoring plan and ensuring that all parties comply with its provisions. The RCCD may delegate monitoring activities to staff, consultants, or contractors. The RCCD will also ensure that monitoring is documented through periodic reports and that deficiencies are promptly corrected. The designated environmental monitor will track and document compliance with mitigation measures, note any problems that may result, and take appropriate action to rectify problems.

Table 4-1 lists each mitigation measure included in the Draft MND. Certain inspections and reports may require preparation by qualified individuals and these are specified as needed. The timing and method of verification for each measure are also specified.

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

<b>Mitigation Measure No.</b>	<b>Mitigation Measure</b>	<b>Timing of Implementation</b>	<b>Responsible Party</b>
AES-1	During construction, the RCCD or its designee shall take steps necessary to ensure that temporary, construction-related security lighting is arranged in such a manner that direct rays will not shine on or produce glare for adjacent street traffic and residential uses.	Construction	RCCD, or its designee
AES-2	During the preparation of final site design plans, the RCCD or its designee shall ensure that (1) all light fixtures are shielded away from sensitive viewers so that no light spill leaves the site; (2) motion sensor/detector lights are used whenever feasible to reduce the amount of constant light, especially during the late evening/early morning hours; and (3) lighting fixtures provide illumination appropriate for the level of activity.	Preparation of final site design plans	RCCD, or its designee
CUL-1	In order to reduce impacts related to the demolition of the existing O.W. Noble Administrative Center, the following mitigation measures shall be incorporated: Prior to occupancy of the new Student Services and Administration Building, the Riverside Community College District (RCCD) shall recognize O.W. Noble in naming a portion of the new Student Services and Administration Building after him.	Prior to occupancy	RCCD
CUL-2	In order to reduce impacts related to the demolition of the existing O.W. Noble Administrative Center, the following mitigation measures shall be incorporated: Prior to occupancy of the new Student Services and Administration Building, the RCCD shall create an interpretive feature associated with the new Student Services and Administration Building that tells the story of O.W. Noble and his leadership for Riverside City College (RCC) during the booming postwar period. An important aspect of the interpretive feature would be showcasing the Modern buildings built	Prior to occupancy	RCCD



**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	during O.W. Noble's leadership, using the existing O.W. Noble Administrative Center as a focal point, but also featuring the Huntley Gym, the Music Building, the Cutter Pool Building, the Cosmetology Building, Landis Auditorium, and the Arts Building.		
CUL-3	In order to reduce impacts related to the demolition of the existing O.W. Noble Administrative Center, the following mitigation measures shall be incorporated: Prior to occupancy of the new Student Services and Administration Building, the RCCD shall incorporate elements of the O.W. Noble Administrative Center, such as the RCC seal and dedication plaque (per the Historic Resources Survey and Evaluation report (Appendix C)) at the main Fairfax Avenue entrance of the O.W. Noble Administrative Center, into the interpretive feature described in <b>MM CUL-2</b> .	Prior to occupancy	RCCD
CUL-4	In order to reduce impacts related to the demolition of the existing O.W. Noble Administrative Center, the following mitigation measures shall be incorporated: Prior to the demolition of the existing O.W. Noble Administrative Center, the RCCD shall provide an opportunity for architectural salvage to a group dedicated to the restoration and preservation of historical buildings.	Prior to demolition	RCCD
CUL-5	Since the proposed project will have indirect impacts to surrounding historical resources such as the Wood Streets Historic District and the Quadrangle Building, the following mitigation measures shall be incorporated: In order to ensure that the Wood Streets Historic District is not adversely affected by the construction of the new Student Services and Administration Building, prior to finalizing the building/site plan the RCCD shall ensure that the existing mounded landscaping along the Ramona Drive setback is preserved.	Prior to finalizing building/site plan	RCCD
CUL-6	Since the proposed project will have indirect impacts to surrounding historical resources such as the Wood Streets Historic District and the Quadrangle Building, the following mitigation measures shall be incorporated: If feasible, prior to demolition of the existing O.W. Noble Administrative Center the RCCD shall preserve in place or to a new location on the RCC campus the mature landscaping, such as the mature crape myrtle tree in the front patio, of the existing O.W. Noble Administrative Center.	Prior to demolition	RCCD
CUL-7	Since the proposed project will have indirect impacts to surrounding historical resources such as the Wood Streets Historic District and the Quadrangle Building, the following mitigation measures shall be incorporated: The RCCD shall preserve Fairfax Avenue in its present historical form, including its parkways, median, street improvements, and landscaping, except as necessary to extend the pedestrian way	Construction	RCCD

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	across it. Any new signage, streetlights, or street furniture shall be designed to complement the historic character of this street.		
CUL-8	Prior to the commencement of ground-disturbing activities, the RCCD shall retain a qualified archaeologist to monitor ground-disturbing activities. The qualified archaeologist shall be on site during any ground-disturbing activities. In the event any archaeological resource is uncovered during the course of the project, ground-disturbing activities in the vicinity of the find shall be redirected until the nature and extent of the find can be evaluated by a qualified monitor. Any such resource uncovered during the course of project-related grading or construction shall be recorded and/or removed per applicable City and/or state regulations.	Prior to ground-disturbing activities	RCCD
CUL-9	In the unlikely event that paleontological resources are inadvertently discovered during construction activities (including grading), all construction work shall be halted in the vicinity of the discovery until a qualified paleontologist retained by the Riverside Community College District can visit the site and assess the significance of the potential paleontological resource. Specifically, the qualified paleontologist shall conduct on-site paleontological monitoring for the project site to include inspection of exposed surfaces to determine whether fossils are present. The monitor shall have authority to divert grading away from exposed fossils temporarily in order to recover the fossil specimens.	Construction (including grading)	RCCD
CUL-10	<p>In the event that human remains are inadvertently discovered during project construction (including grading), construction will cease in the vicinity of the discovery or any nearby area and the following actions will be taken:</p> <ul style="list-style-type: none"> <li>• The Board of Trustees, the Riverside Community College District (RCCD), and the Riverside County Coroner's Office shall be notified immediately under state law (California Health and Safety Code Section 7050.5). If the county coroner determines that the remains are Native American, the Native American Heritage Commission shall be contacted within 24 hours, per California state law (Public Resources Code Section 5097.98).</li> <li>• The Native American Heritage Commission shall designate a Most Likely Descendant, who may make recommendations concerning the disposition of the remains and associated grave goods in consultation with the Board of Trustees, the RCCD, or the RCCD's designee.</li> <li>• If the Native American Heritage Commission is unable to identify a Most Likely Descendant or if the Most Likely Descendant fails to make a recommendation within 24 hours, or if the RCCD or its designee rejects the recommendations of the Most Likely Descendant and mediation efforts fail to provide measures acceptable to the RCCD, then the RCCD or its</li> </ul>	Construction (including grading)	RCCD

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	designee shall rebury the remains and associated grave goods on the property in a location that shall not be disturbed.		
GEO-1	Prior to applying for the first discretionary project approval or permit (which includes the issuance of grading permits and building permits), the project applicant shall file a Notice of Intent with the Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB) to be covered under the State National Pollutant Discharge Elimination System (NPDES) Construction General Permit for discharge of stormwater associated with construction activities.	Prior to grading	Project applicant
GEO-2	<p>Prior to the grading phase, the project applicant shall submit a stormwater pollution prevention plan (SWPPP) to the Santa Ana RWQCB for review and approval. The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control on-site and off-site erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural Best Management Practices (BMPs) to control sediment and non-visible discharges from the site. BMPs to be implemented may include (but shall not be limited to) the following:</p> <ul style="list-style-type: none"> <li>• Sediment discharge from the site may be controlled by sandbags, silt fences, straw wattles, temporary debris basins, and other discharge control devices. The construction and condition of the BMPs shall be periodically inspected during construction and repairs shall be made when necessary as required by the SWPPP.</li> <li>• Materials that have the potential to contribute non-visible pollutants to stormwater must not be placed in drainageways and must be contained, elevated, and placed in temporary storage containment areas.</li> <li>• All loose piles of soil, silt, clay, sand, debris, and other earthen material shall be protected in a reasonable manner to eliminate any discharge from the site. Stockpiles shall be surrounded by silt fences and covered with plastic tarps.</li> <li>• The SWPPP shall include inspection forms for routine monitoring of the site during the construction phase to ensure NPDES compliance.</li> <li>• Additional BMPs and erosion control measures shall be documented in the SWPPP and utilized as necessary.</li> <li>• The SWPPP shall be kept current and on site for the entire duration of project construction and shall be made available to the Santa Ana RWQCB for inspection at any time.</li> </ul>	Prior to grading	Project applicant
GEO-3	Prior to the grading phase of the project, the project applicant shall submit a Water Quality Management Plan (WQMP) to the Santa Ana RWQCB for review and approval. The WQMP would identify BMPs to treat and/or limit the entry of contaminants (especially	Prior to grading	Project applicant

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	<p>those associated with nuisance water and first-flush runoff) into site drainage facilities. BMPs to be implemented through the WQMP may include (but shall not be limited to) the following:</p> <ul style="list-style-type: none"> <li>• Maximizing use of permeable areas by reducing the size of impermeable areas to the smallest area practicable, while maintaining a student-friendly complex consistent with local, state, and federal regulations</li> <li>• Incorporation of landscaped buffers areas between sidewalks and streets</li> <li>• Use of perforated pipe or gravel filtration pits for low-flow infiltration</li> <li>• Incorporation of retention/detention basin, vegetated swales, and landscaped buffer strips</li> <li>• Incorporation of landscaping into design of on-site drainage</li> <li>• Properly designed fueling loading/unloading and trash storage areas to prevent discharge of contaminants to the street, municipal separate stormwater sewer system, or off site</li> <li>• Proper design and maintenance of landscape irrigation systems</li> <li>• Implementation of an inspection and maintenance program for on-site drainage facilities.</li> </ul>		
HAZ-1	<p>Prior to approval of final construction plans, a hazardous materials management plan for the construction of the proposed project shall be prepared. The plan shall identify the following components:</p> <ul style="list-style-type: none"> <li>• The plan shall identify all hazardous materials that would be present on any portion of the construction site, including, but not limited to, fuels, solvents, and petroleum products. The plan shall address storage, use, transport, and disposal of each hazardous material anticipated to be used at the site. The plan shall establish inspection procedures, storage requirements, storage quantity limits, inventory control, non-hazardous product substitutes, and disposition of excess materials.</li> <li>• The plan shall identify secondary containment and spill prevention countermeasures, as well as a contingency plan to identify potential spill hazards, how to prevent their occurrence, and responses for different quantities of spills that may occur. Secondary containment and countermeasures shall be in place throughout construction so that if any leaks or spills should occur, responses would be made immediately.</li> <li>• The plan shall identify materials (and their locations) that would be on site and readily accessible to clean up small spills (i.e., spill kit, absorbent pads, and shovels). Such emergency spill supplies and equipment shall be clearly marked and located adjacent to all areas of work and in construction staging areas. The plan shall identify the spill-response materials that must be maintained in vehicles and substation sites during construction and procedures for notification of the appropriate authorities.</li> </ul>	Prior to approval of final construction plans/Prior to construction	RCCD/Project applicant

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	<ul style="list-style-type: none"> <li>• The plan shall identify adequate safety and fire suppression devices for construction-related activities involving toxic, flammable, or explosive materials (including refueling construction vehicles and equipment). Such devices shall be readily accessible on the project site, as specified by the State Fire Marshal and per the Uniform Building Code and Uniform Fire Code. The plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the RCCD. The plan shall also identify requirements for notices to federal and local emergency response authorities, and shall include emergency response plans.</li> </ul> <p>Prior to construction, all contractor and subcontractor personnel shall receive training regarding the components of the hazardous materials management plan, as well as applicable environmental laws and regulations related to hazardous materials handling, storage, and spill prevention and response measures. The plan shall be submitted to the RCCD at least 30 days prior to construction.</p>		
HAZ-2	<p>Prior to the commencement of excavation of sites (including the surface parking area) where soil contamination is suspected or would potentially occur due to the presence of possible contaminants at the site, the RCCD or its designee shall direct the project construction contractor to implement the following practices:</p> <ol style="list-style-type: none"> <li>i. All construction workers who would be involved with grading, excavation, or trenching work shall be trained to recognize visual and olfactory signs of soil contamination prior to the start of such soil work activities.</li> <li>ii. All workers shall be instructed to observe the exposed soil for visual evidence of contamination throughout soil work activities.</li> <li>iii. If visual contamination indicators are observed during construction activities, the contractor shall halt work in the immediate vicinity of the discovery until the material is properly characterized and appropriate measures are taken to protect human health and the environment, including compliance with applicable federal, state, and local requirements for sampling and testing, and subsequent removal, transport, and disposal of hazardous materials.</li> <li>iv. In the event contaminated groundwater is encountered, the contractor shall document the exact location of the contamination and immediately notify the RCCD. All applicable federal, state, and local health and safety requirements for testing, handling, and disposing of contaminated groundwater shall be followed.</li> </ol>	Prior to excavation	RCCD, or its designee
HAZ-3	<p>Prior to the commencement of excavation of sites (including the surface parking area) where soil contamination is suspected or would potentially occur due to the presence of possible contaminants at the site, the RCCD or its designee shall require that</p>	Prior to excavation	RCCD, or its designee

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	<p>soil samples be collected and analyzed by a California state-licensed fixed or on-site mobile analytical laboratory to determine whether soil contamination exists on the subject sites. In the event soil contaminant levels are detected above Maximum Contaminant Levels, the RCCD or its designee shall direct that the following steps be taken:</p> <ol style="list-style-type: none"> <li>i. A soil remediation plan shall be prepared in accordance with Riverside County Environmental Health or other regulatory agency.</li> <li>ii. All contaminated soils shall be removed and fully remediated in accordance with all applicable federal, state, and local regulations, including those of the Riverside County Environmental Health or other regulatory agency.</li> <li>iii. An official closure letter shall be obtained from the Riverside County Environmental Health or other regulatory agency prior to the commencement of any grading or excavation activities on the project site.</li> <li>iv. The soil contamination test results shall be used to determine an appropriate construction worker hazardous materials management plan. All contaminated soils shall be removed by personnel who have been trained through appropriate Occupational Safety and Health Administration (OSHA) programs.</li> </ol>		
HAZ-4	<p>Prior to demolition of the existing O.W. Noble Administrative Center, the structure and surrounding soils shall be tested for environmental hazards, including lead-based paint and asbestos. An asbestos and lead-based paint survey shall be performed by a California OSHA (Cal-OSHA)-certified asbestos consultant/site surveillance technician and a California Department of Public Health-certified inspector/assessor, sampling technician, or program monitor. The survey shall be performed in accordance with the applicable state guidance to identify asbestos containing materials, asbestos containing construction materials, and lead-based paint as defined in the California Code of Regulations. If asbestos containing material, asbestos containing construction material, or lead-based paint is identified, abatement and disposal of all regulated materials shall be performed by a Cal-OSHA/California Department of Public Health-certified abatement contractor prior to or during the demolition process.</p>	Prior to demolition	Project applicant
HYDRO-1	<p>Best management practices (BMPs) shall be incorporated into the final construction and design plans to be reviewed and approved by the Riverside Community College District (RCCD) and shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• All construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. All equipment</li> </ul>	Prior to finalizing construction and design plans	RCCD

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	<p>maintenance work shall occur off site or within the designated construction staging area.</p> <ul style="list-style-type: none"> <li>• Any construction materials that need to be temporarily stockpiled or equipment/supplies that need to be stored on site shall be kept within the construction staging areas and shall be covered when not in use.</li> <li>• The access points will be swept to maintain cleanliness of the pavement.</li> <li>• Informational materials to promote the prevention of urban runoff pollutants are included in the Water Quality Management Plan for the project. These materials include general working site practices that contribute to the protection of urban runoff water quality and BMPs that eliminate or reduce pollution during property improvements.</li> <li>• All trash enclosure areas proposed at the site shall be appropriately designed and maintained to ensure functionality.</li> <li>• The RCCD will perform an annual visual inspection of the project site to ensure that proper litter/debris controls are maintained and that proper landscaping, fertilizer, and pesticide practices are followed.</li> </ul>		
HYDRO-2	<p>Prior to approval of final construction plans, a grading and erosion control plan shall be reviewed and approved by the RCCD. The plan shall be implemented for all construction activities associated with the proposed project. The plan shall include measures to stabilize the soil to prevent erosion and retain sediment where erosion has already occurred. Stabilization measures may include temporary seeding, permanent seeding, or mulching. Structural control measures may include silt fencing, sandbagging, sediment traps, or sediment basins. Additional erosion control measures (e.g., hydroseeding, mulching of straw, diversion ditches, and retention basins) may be necessary as determined by field conditions to prevent erosion and/or the introduction of dirt, mud, or debris into existing public streets and/or onto adjacent properties during construction activities. Particular attention shall be given to additional erosion control measures during the rainy season, generally from October 15 to April 15. Topsoil shall be stockpiled and covered on the project site for reuse. The grading and erosion control plan shall be included as part of all contractor specifications and final construction plans to the satisfaction of the RCCD.</p>	Prior to approval of final construction plans	RCCD
NOISE-1	<p>In order to reduce impacts related to heavy construction equipment moving and operating on site during project construction, grading, demolition, and paving, prior to issuance of grading permits RCCD shall ensure that the following procedures are followed:</p> <ul style="list-style-type: none"> <li>• All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers.</li> <li>• Construction noise reduction methods, such as shutting off</li> </ul>	Construction, grading, demolition, paving, prior to issuance of grading permits	Project applicant

**4 – MITIGATION MONITORING AND REPORTING PROGRAM**

**Table 4-1  
 Mitigation Monitoring and Reporting Program Summary**

Mitigation Measure No.	Mitigation Measure	Timing of Implementation	Responsible Party
	<p>idling equipment, maximizing the distance between construction equipment staging areas and occupied sensitive receptor areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.</p> <ul style="list-style-type: none"> <li>• During construction, stationary construction equipment shall be placed such that noise is directed away from or shielded from sensitive noise receivers where feasible.</li> <li>• During construction, stockpiling and vehicle staging areas shall be located as far as practicable from noise-sensitive receptors.</li> <li>• The project shall be in compliance with the City of Riverside's Municipal Code. Construction shall occur on weekdays between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on Saturdays. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners and residents to contact the job superintendent. In the event the City receives a complaint, appropriate corrective actions shall be implemented and a report of the action provided to the reporting party.</li> </ul>		
UTIL-1	<p>The Riverside Community College District shall obtain a sanitary sewer discharge permit from the Riverside Water Quality Treatment Plant (RWQCP) prior to connection and/or discharge to the sanitary sewer system to ensure compliance with influent limitations as required by the RWQCP. Proof of obtainment of a sanitary sewer discharge permit shall be submitted to the City of Riverside prior to the issuance of building permits.</p>	<p>Prior to connection and/or discharge to the sanitary sewer system</p>	<p>RCCD</p>



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## 6.0 FINDINGS

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The RCCD finds that the project would not have a significant adverse effect on the environment. Potentially significant effects have been identified and mitigation measures have been incorporated to ensure that these effects remain below a level of significance. An MND is therefore proposed to satisfy the requirements of CEQA pursuant to the CEQA Guidelines (California Public Resources Code, Section 21000 et seq. and 14 CCR 15000 et seq.).

### 6.1 NO IMPACT OR LESS THAN SIGNIFICANT IMPACT

Based on the environmental discussion contained in Section 3.4 of this IS/MND, the RCCD has determined that the proposed project would have no impact, or a less than significant impact, in the following environmental issue areas:

- Agriculture and Forestry Resources (Section 3.4.2)
- Air Quality (Section 3.4.3)
- Biological Resources (Section 3.4.4)
- Greenhouse Gas Emissions (Section 3.4.7)
- Land Use and Planning (Section 3.4.10)
- Mineral Resources (Section 3.4.11)
- Population and Housing (Section 3.4.13)
- Public Services (Section 3.4.14)
- Recreation (Section 3.4.15)
- Transportation and Traffic (Section 3.4.16)
- Utilities and Service Systems (Section 3.4.17).

## **6.2 LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED**

Based on the environmental discussion contained in Section 3.4 of this IS/MND, the RCCD has determined that impacts of the proposed project would be less than significant with mitigation incorporated in the following environmental issue areas:

- Aesthetics (Section 3.4.1)
- Cultural Resources (Section 3.4.5)
- Geology and Soils (Section 3.4.6)
- Hazards and Hazardous Materials (Section 3.4.8)
- Hydrology and Water Quality (Section 3.4.9)
- Noise (Section 3.4.12)
- Mandatory Findings of Significance (Section 3.4.18).

## 7.0 LIST OF PREPARERS

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This IS/MND was prepared by Dudek. The following individuals participated in its preparation.

### **Riverside Community College District (Lead Agency)**

Chris Carlson, Chief of Staff and Facilities Development

John Baker, Interim Director of Construction

### **Dudek (IS/MND Preparation)**

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### **Technical Analyses**

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Dudek, Jennifer Pace

#### ***Cultural Resources Report***

Wilkman Historical Services, Bill Wilkman

#### ***Traffic Impact Analysis***

Linscott, Law & Greenspan

**7-LIST OF PREPARERS**

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## Agenda Item (VIII-C-3)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-3)
Subject	Contract Amendment of the Go-Pass Transportation Fee for Moreno Valley College
College/District	Moreno Valley
Funding	Student Transportation Fees
Recommended Action	Recommend that the Board of Trustees approve the contract amendment of the Go-Pass Transportation Fee Contract for Moreno Valley College Students with the Riverside Transit Agency

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### Background Narrative:

At the January 22, 2013 Regular Board meeting, a recommendation was approved to withdraw Moreno Valley College from the Go-Pass Transportation Fee contract with the Riverside Transit Agency.

Since the Board approval, the Associate Students of Moreno Valley College (ASMVC), in support of students who need transportation assistance to Moreno Valley College, continued campus-wide dialogue in exploring various approaches to serve its students.

Based on the campus-wide dialogue of student forums and student government meetings and the recent voting that took place on April 8th and 9th, the Associate Students of Moreno Valley College (ASMVC) accepted the casted votes on April 21, 2014 at the Student Senate meeting. The vote approves the implementation of a Pilot Transportation program. This will require an increase in Student Services fees effective Fall 2014. ASMVC is now requesting the college's reinstatement to the Go-Pass Transportation Fee Contract with the Riverside Transit Agency as amended in the contract.

ASMVC'S interest is the following: approve the attached amendment as described in the attachment. The amendment will allow Moreno Valley College to participate in the Go-Pass program with the understanding to exclude the Ben Clark Training Center students and allow Moreno Valley College interested students to waive the Go-Pass mandatory fee formulated and designed by ASMVC within the first two weeks of a term and have met the other criteria established by ASMVC; i.e., home college, Student Services paid fees, provide proof of parking and/or proof of on-line courses. Additionally, RTA will review the current bus routes to the Moreno Valley College campus that are more convenient to the students who are enrolled during the day and night sessions.

In exchange, all Moreno Valley College students will pay the Go-Pass fee of \$5.50 for students enrolled over six units and \$5.00 for those students enrolled in 6 units or less. ASMVC will guarantee the funding of students who request to waive the Go-Pass mandatory fee to the Riverside Transit Agency, effective for the Fall 2014 term and with the approval of the RTA Board of Directors.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Eugenia Vincent, Dean, Student Financial Services

**Attachments:**


[Letter from ASMVC President \(dated 4-28-14\) for June 2014 Board](#)



November 2103

**TO:** Dr. Greg Sandoval, Vice President  
Student Services

Dr. Sandra Mayo, President  
Moreno Valley College

**FR:** Ronald L. Johnson, Interim President  
 Associated Students Moreno Valley College

**RE:** RTA Transportation Fee

The Associated Students of Moreno Valley College (ASMVC) serves as the voice of our student population for matters pertaining to students. For the past several months the student leaders have had on-going discussions/conversations regarding solutions to accommodate Moreno Valley College bus riders as a result of the "cancelled contract" with RTA.

To our knowledge RTA contracted with a "consulting firm" and presented several "un-official" recommendations to our college. Two (2) of those recommendations consisted of 1-"excluding" the BCTC students, (a proposal we suggested to RTA prior to the cancellation of the contract), and 2-the offer of "discounted" monthly bus passes to our college with the intent of the college purchasing these passes in advance and then re-selling them to Moreno Valley College student bus riders. RTA recognized that BCTC students did not have access to bus routes and the challenges presented there hence "un-officially" agreed to exclude BCTC students from this Mandatory Transportation Fee.

RTA suggested we conduct another vote to reinstate the Mandatory Transportation Fee, "Go Pass" since 23% of the student population utilizes that service. Unfortunately, RTA failed to take into account that the total is a district wide number and does not accurately represent the student population at Moreno Valley College. Since the beginning of the District Contract, RTA has charged 100% of our student population for a service that "(quoting RTA) 23% utilize". As student leaders, we tirelessly advocate on behalf of the student population and once again find ourselves working towards a solution that considers both the students and RTA. An analysis of the surveys and questionnaires presented the Associated Students of Moreno Valley College presents the following:

The Associated Students of Moreno Valley College would like to initiate a "Transportation Pilot Program" beginning winter 2014/spring 2014 as follows:

- a.) **Ben Clark Training Center Students are to be excluded from the program.**
- b.) **The Transportation Fee will be \$5.00 for 1- 6units and \$5.50 for 6 units or more**
- c.) **The Transportation Fee will be waivable for those students wishing to do so provided that:**
  - 1.) **They have paid their Student Services fee (Only those who have paid the Student Services fee are eligible).**
  - 2.) **The Student Services Fee Waivers are ONLY available during the first two (2) weeks of the term or until the drop with refund deadline whichever occurs first.**
  - 3.) **The Student Services Fee Waiver is available only in Student Activities Center at Moreno Valley College.**
  - 4.) **Moreno Valley College is the home college.**

In addition to the above proposal the following will be implemented by Moreno Valley College:

- **The Associated Students of Moreno Valley College (ASMVC) will underwrite the waived fees and submit payment to RTA to cover the difference only!**
- **Data collected during the Transportation Pilot Program will be considered by Moreno Valley College before entering a new contract.**
- **The contract will not automatically renew.**

The current Mandatory Transportation Fee “Go-Pass”, District Contract is a 5-year contract ending in 2015. The Associated Students of Moreno Valley Colleges proposed “Transportation Pilot Program” being offered will convene upon approval of the Moreno Valley College Administrators, the RCCD Board Of Trustees and RTA and will run through the current Mandatory Transportation Fee “Go-Pass”, District Contract cycle.

## Agenda Item (VIII-D-1)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Tentative Budget for 2014-2015 and Notice of Public Hearing on the 2014-2015 Final Budget
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the 2014 - 2015 Tentative Budget, as presented, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools. It is also recommended that the Board of Trustees announce that: 1) the proposed 2014 - 2015 Final Budget will be available for public inspection beginning September 11, 2014, at the Office of the Vice Chancellor, Business and Financial Services; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 16, 2014, to be followed by the adoption of the 2014 - 2015 Final Budget.

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### Background Narrative:

On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the Riverside County Superintendent of Schools. The Tentative Budget for FY 2014 - 2015 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

The essential purpose of the Tentative Budget is to establish spending authority for the District from July 1st until such time as the Final Budget is adopted by the Board of Trustees in September. This two-part budget process is necessary due to uncertainties associated with the State's as yet to be adopted budget for the coming fiscal year, the State's unissued "Second Principal Apportionment (P2)" report for the current fiscal year, and the District's year-end closing process which will be completed in August 2014.

It should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2015 reflects a continuation of the adopted FY 2013-2014 Budget, albeit, with certain modifications as described in the attachment.

The FY 2014 - 2015 Tentative Budget takes into consideration the Governor's January budget proposal and the modifications thereto described in the Governor's "May Revise" budget proposal.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the Final Budget proposal. The staff recommends that the Board set September 16, 2014 as the date for the public hearing. Also, and pursuant to Title 5, Section

58301, the Final Budget proposal must be made available for inspection a minimum of three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Business and Financial Services, for this purpose. Finally, we will publish this information in The Press Enterprise.

**Attachments:**

[06172014\\_FY 2014 - 2015 Tentative Budget- Presentation](#)

[06172014\\_FY 2014 - 2015 Tentative Budget- Account Summary](#)

**RCCD** | RIVERSIDE COMMUNITY  
COLLEGE DISTRICT



# **FY 2014-2015 TENTATIVE BUDGET**

June 3, 2014



## **Riverside Community College District 2014-2015 Tentative Budget**

Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2015 reflects a continuation of the adopted FY 2013-2014 Budget, albeit, with certain modifications as described on subsequent pages.





**GOVERNOR'S BUDGET PROPOSAL  
COMMUNITY COLLEGES  
AS OF  
"MAY REVISE"**



(In Millions)

**FY 2014-2015**

**Unrestricted Resources - New**

COLA (.85%)	\$	47.3
Access (2.75%)	\$	140.4
Total	\$	<u>187.7</u>

**Restricted Resources - New**

Student Success and Support Program	\$	100.0
Student Success and Support Program - Equity	\$	100.0
Career Technical Education	\$	50.0
Deferred Maintenance (No Match Required)	\$	148.0
Telecommunications and Technology Infrastructure	\$	<u>20.4</u>
Total	\$	<u>418.4</u>

**Other**

Local Property Tax and Student Fee Shortfall Offset	\$	42.4
Apportionment Deferral "Buy Down"	\$	592.4



**GOVERNOR'S BUDGET PROPOSAL  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AS OF  
"MAY REVISE"**



# Senate and Assembly Action

In Addition to May Revise Proposal Amounts

(In Millions)

Deferred Maintenance	\$	51.3
DSPS	\$	50.0
COLA (to 1.7%)	\$	47.3
Conversion of Part-Time Faculty Positions to Full-Time	\$	25.0
EOPS	\$	18.0
CalWORKs	\$	15.0
Economic and Workforce Development	\$	10.0
Part-Time Faculty Office Hours	\$	6.5
Student Success for Basic Skills Students	\$	5.0
Mandate Claims	\$	34.0



(In Millions)

**FY 2014-2015**

**Unrestricted Resources - New**

COLA (.85%)	\$	1.1
Access (2.75%)	\$	<u>3.3</u>
Total	\$	<u><u>4.4</u></u>

**Restricted Resources - New**

Student Success and Support Program	\$	2.3
Student Success and Support Program - Equity	\$	2.3
Career Technical Education*	\$	1.2
Deferred Maintenance (No Match Required)	\$	3.7
Telecommunications and Technology Infrastructure*	\$	<u>0.5</u>
Total	\$	<u><u>10.0</u></u>

**Other**

Local Property Tax and Enrollment Fee Shortfall Offset	\$	1.0
Apportionment Deferral "Buy Down"	\$	23.0

\*Likely awarded on a Competitive Grant Basis



**FY 2013-2014**  
**ENDING BALANCE ESTIMATE**



(In Millions)

**Revenues**

Adopted Budget	<u>\$ 138.96</u>
FY 2012-13 System Deficit Estimate Adjustment	\$ 0.65
FY 2013-14 System Deficit (.26%) Assumption	(0.31)
Additional Access Funding*	0.72
Other	<u>0.44</u>
Total Revenue Adjustments	<u>\$ 1.50</u>
Net Revenues for FY 2013-14	<u>\$ 140.46</u>

\*See Next Page



**NOTE** - Softening Enrollment demand within the system has resulted in additional FTES to redistribute to districts that have unfunded FTES. At P1, the District received funding in the amount of \$.72 million for an additional 95.68 credit FTES and 79.12 non-credit FTES.





As of the first principle apportionment measurement period (P1), the Chancellor's Office has applied a system wide deficit of 4.36% against apportionments. This equates to \$226 million for the system and \$5.7 million for RCCD. Most of this is a result of county property tax estimates in November 2013. Both the Department of Finance and the Chancellor's Office agree that this is a timing difference and will be substantially eliminated by the second principle apportionment measurement period (P2).

The Governor's FY 2014-2015 Budget Proposal provides relief for redevelopment agency property tax shortfalls which makes up most of the difference mentioned above. This will likely free-up funding to partially address the 12,000 unfunded FTES in the system at P1. Based on RCCD's reported P2 FTES, there is 626 unfunded credit FTES. Full funding of this FTES would result in an additional \$2.9 million of apportionment revenue for FY 2013-2014 and would increase base apportionment by the same amount rolling into FY 2014-2015.



(In Millions)

**Expenditures**

Adopted Budget	<u>\$ 144.01</u>
Estimated Budget Savings	
Salaries and Benefits	\$ (0.14)
Supplies and Services	3.17
Capital Outlay	<u>0.78</u>
Total Expenditure Budget Savings	<u>3.81</u>
Net Expenditures for FY 2013-14	<u>\$ 140.20</u>
Net Current Year Estimated Excess	\$ 0.26
Beginning Balance at July 1, 2013	<u>11.41</u>
Estimated Ending Balance at June 30, 2014	<u>\$ 11.67</u>
Estimated Ending Balance Percentage	<u>7.68%</u>



# **FY 2014-2015 TENTATIVE BUDGET**



# FY 2013–14 Credit FTES Projections

Base FTES	25,052.19
2.64% Access at P1	<u>662.13</u>
Total Funded FTES	25,714.32
Actual FTES at P2	<u>26,340.36</u>
Total Unfunded FTES	<u>(626.04)</u>
Unfunded FTES %	<u><u>2.4%</u></u>



# FY 2014–15 Credit FTES Projections

Base FTES	25,714.32
2.75% Access*	<u>707.10</u>
Total Funded FTES	26,421.46
4% Unfunded FTES Target	<u>1,056.86</u>
FTES Target	27,478.32
Actual FTES at P2	<u>(26,340.36)</u>
Additional FTES to Meet Target	<u>1,137.96</u>

\*The Governor's "May Revise" calls for delaying implementation of a new growth formula until FY 2015-2016.



(In Millions)

**Estimated Beginning Balance at July 1, 2014** **\$ 11.67**

**Revenues**

Base Budget \$ 138.96

FY 2014-15 Apportionment (COLA, Access, Deficit) 4.78

Other 0.17

Net Estimated Revenues for FY 2014-15 \$ 143.91

Total Available Funds \$ 155.58

Less, 5% Ending Balance Target (9.36)

Amount Available for Expenditures \$ 146.22



(In Millions)

**Expenditures**

Base Budget	<u>\$ 144.01</u>
Compensation Adjustments	
COLA Pass-Through for Salaries*	\$ 0.87
Part-time Faculty and Overload Adjustment for FY 2014-15	1.15
Step/Column/Growth/Placement/Classification	0.85
Health Benefits at 7.68% and Fixed Charges, except for PERS and STRS	1.03
Contracts and Agreements	0.20
PERS	0.09
STRS^	0.80

\*Contingent upon negotiated contractual adjustment.

^ Governor's May Revise proposal.



(In Millions)

**Expenditures** (continued)

Utilities	0.30
Categorical Backfill	(0.11)
Election Cost	0.60
Other	<u>(0.11)</u>
Total Expenditure Adjustments	<u>\$ 5.67</u>
Net Expenditures for FY 2014-15	<u>149.68</u>
Estimated Budget Shortfall for FY 2014-15	<u>\$ (3.46)</u>





# Contingency History

FY	Adopted Contingency Balance	% of Available Funds	Ending Fund Balance	% of Available Funds
2013-14*	6,358,532	4.23%	11,674,507	7.68%
2012-13	4,560,030	3.23%	11,407,409	7.95%
2011-12	5,840,447	3.94%	6,805,919	4.73%
2010-11	8,729,056	5.60%	13,217,249	8.48%
2009-10	8,391,878	5.50%	11,253,316	7.22%
2008-09	12,566,801	7.68%	13,903,627	8.74%
2007-08	9,423,484	6.14%	19,259,076	12.37%

\*Estimate



# PERS and STRS Projection

(In Millions)

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
PERS	11.4%	11.7%	12.6%	15.0%	16.6%	18.2%
	-	\$0.12	\$0.26	\$0.69	\$0.41	\$0.49
STRS	8.25%	9.5%	11.1%	12.7%	14.3%	15.9%
	-	\$0.77	\$0.99	\$1.01	\$1.03	\$1.05
<b>Total</b>	-	<b>\$0.89</b>	<b>\$1.25</b>	<b>\$1.70</b>	<b>\$1.44</b>	<b>\$1.54</b>

Note – Assumes no new positions and 1% salary increases per year.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
SIGNIFICANT ASSUMPTIONS FOR FY 2014-2015 TENTATIVE BASE BUDGET  
RESOURCE 1000  
(in millions)

1. FY 2013-2014 Ending Balance Projection:	
a. FY 2012-2013 adjustments include:	
i. No audit adjustments	\$ -
ii. P1 apportionment recalculation	\$ .65
b. FY 2013-2014 adjustments include:	
i. State workload restoration and other	\$ (.07)
ii. Projected salary, benefits and operating cost savings	\$ 2.84
2. FY 2014-2015 Base Revenue Budget Adjustments Include:	
a. COLA at .85%	\$ 1.11
b. Student Access FTES at 2.75%	\$ 3.67
c. Increased non-resident tuition	\$ .10
d. Increased lottery revenue	\$ .10
3. FY 2014-2015 Base Expenditure Budget Adjustments Include:	
a. Full-time step/column/growth/placement/classification	\$ .85
b. Health Benefits and Fixed Charges, Exclusive of PERS and STRS	\$ 1.03
c. Set-aside for Compensation Adjustments	\$ .87
d. Enrollment management increase	\$ 1.15
e. PERS	\$ .09
f. STRS	\$ .80
g. Increases to contracts/agreements	\$ .20
h. Election Cost	\$ .60
i. Utilities increase	\$ .30

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**TENTATIVE BUDGET**

**FISCAL YEAR 2014-2015**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2014-2015

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget</u> <u>2013-2014</u>	<u>Tentative Budget</u> <u>2014-2015</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General Operating	\$ 150,365,498	\$ 155,586,779
1080	Community Education	275,483	(46,427)
1090	Performance Riverside	(119,729)	(592,702)
1110	Bookstore (Contract-Operated)	981,150	981,150
1170	Customized Solutions	<u>1,211,005</u>	<u>1,014,707</u>
	Total Unrestricted General Funds	<u>152,713,407</u>	<u>156,943,507</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,527,105	2,355,683
1070	Student Health	3,191,759	3,320,722
1120	Center for Social Justice and Civil Liberties	119,004	143,380
1180	Redevelopment Pass-Through	8,903,860	9,621,129
1190	Grants and Categorical Programs	<u>32,606,557</u>	<u>28,041,346</u>
	Total Restricted General Funds	<u>47,348,285</u>	<u>43,482,260</u>
	Total General Funds	<u>200,061,692</u>	<u>200,425,767</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	2,797,674	3,331,568
3300	Child Care	<u>1,178,157</u>	<u>1,348,225</u>
	Total Special Revenue Funds	<u>3,975,831</u>	<u>4,679,793</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2014-2015

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2013-2014</u>	<u>Tentative Budget 2014-2015</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	4,434,390	5,127,329
4130	La Sierra Capital	7,204,535	8,493,848
4170	2010D Captial Appreciation Bonds	6,614,474	4,678,953
4180	2010D Build America Bonds	<u>55,115,108</u>	<u>34,681,012</u>
	Total Capital Projects Funds	<u>73,368,507</u>	<u>52,981,142</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	6,519,350	6,909,801
6110	Workers Compensation Self Insurance	<u>5,257,610</u>	<u>5,183,975</u>
	Total Internal Service Funds	<u>11,776,960</u>	<u>12,093,776</u>
	Total District Funds	<u>\$ 289,182,990</u>	<u>\$ 270,180,478</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 53,427,000	\$ 55,750,000
	State of California Student Grants	<u>2,100,000</u>	<u>2,200,000</u>
	Total Student Financial Aid Accounts	<u>55,527,000</u>	<u>57,950,000</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,710,352</u>	<u>1,960,175</u>
	Total Expendable Trust and Agency	<u>\$ 57,237,352</u>	<u>\$ 59,910,175</u>
	Grand Total	<u>\$ 346,420,342</u>	<u>\$ 330,090,653</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - INCOME

TENTATIVE OPERATING BUDGET  
 2014-2015

Estimated Beginning Balance, July 1		\$ 11,674,507
Federal Income		
Student Financial Aid Adm. Fees	\$ 188,321	
Total Federal Income		188,321
State General Apportionment		79,237,139
Other State Income		
Enrollment Fee Waiver Administration	383,858	
Education Protection Account	17,185,121	
Homeowner's Prop Tax Exemption	480,000	
Lottery	3,225,000	
Part-Time Faculty Compensation	630,940	
State Mandated Costs	703,406	
Total Other State Income		22,608,325
Local Income		
Property Taxes	28,484,492	
Food Sales / Commissions	84,700	
State Dated Checks (Resource 0800)	60,000	
Interest	250,000	
Enrollment Fees	9,017,497	
Nonresident Student Fees	2,271,857	
Transcript / Late Application Fees	115,000	
Other Student Fees	153,457	
Cosmetology / Dental Hygiene / Other Sales	83,000	
Leases and Rental Income	626,115	
Donations	5,009	
Miscellaneous Local Income	214,360	
Total Local Income		41,365,487
Other/Incoming Transfers		
Sales - Obsolete Equipment	13,000	
Indirect Costs Recovery	500,000	
Total Other/Incoming Transfers		513,000
Total Income		\$ 143,912,272
Total Available Funds		\$ 155,586,779

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - EXPENDITURES

TENTATIVE OPERATING BUDGET  
 2014-2015

Object Code

1100	Regular Full-Time Teaching	\$ 27,942,865	
1200	Regular Full-Time Non-Teaching	12,494,095	
1300	Part-Time Hourly Teaching and Overload	23,766,212	
1400	Part-Time Hourly Non-Teaching	<u>1,432,100</u>	
	Total Academic Salaries		\$ 65,635,272
2100	Regular Full-Time and Part-Time Classified	25,444,893	
2200	Regular Full-Time Instructional aides	1,957,731	
2300	Student Help Non-Instructional and Classified Overtime	1,268,386	
2400	Student Help Instructional Aides	<u>424,621</u>	
	Total Classified Salaries		29,095,631
3000	Employee Benefits		32,045,748
4000	Books and Supplies		2,163,714
5000	Services and Operating Expenditures		16,141,007
6000	Capital Outlay		1,156,904
7300	Interfund Transfers		
	To Resource 4130	1,270,000	
	To Resource 6100	<u>1,500,000</u>	
	Total Interfund Transfers		2,770,000
8999	Intrafund Transfers		
	Bookstore (Resource 1110)	(350,000)	
	Center for Social Justice (Resource 1120)	99,373	
	Customized Solutions (Resource 1170)	(67,407)	
	College Work Study (Resource 1190)	327,494	
	DSP&S (Resource 1190)	<u>665,157</u>	
	Total Intrafund Transfers		<u>674,617</u>
	Total Resource 1000 Expenditures Excluding Contingency		\$ 149,682,893
7900	*Contingency / Reserve		<u>5,903,886</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves		<u>\$ 155,586,779</u>

\* The Resource 1000 5% Contingency required by Board Policy 7080 equals \$9.36 million; however a contingency balance of \$5.90 million (3.8%), a difference of \$3.46 million, has been included in the Tentative Budget until the State adopts the FY 2014-2015 budget; the District performs year-end closing procedures for FY 2013-2014; and budget items such as health insurance and fringe benefit rates are finalized. The Contingency takes into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1170) and factoring in the deficits for Resources 1080 and 1090.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET  
 2014-2015

INCOME

Estimated Beginning Balance, July 1		\$	25,944
Local Income			
Interest	\$	3,502	
Rents and Leases		6,083	
Parking Permits/Fines		<u>2,320,154</u>	
Total Local Income			<u>2,329,739</u>
Total Available Funds (TAF)		\$	<u><u>2,355,683</u></u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	1,530,497
3000	Employee Benefits		586,039
4000	Book and Supplies		49,555
5000	Services and Operating Expenditures		543,757
6000	Capital Outlay		<u>173,000</u>
	Total Expenditures		2,882,848
7900	* Contingency/Reserve/(Deficit)		<u>(527,165)</u>
	Total Resource 1050 Expenditures Including Contingency/Reserves	\$	<u><u>2,355,683</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1070 - STUDENT HEALTH

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$ 1,965,828
Local Income		
Health Fees	\$ 1,300,795	
Interest	6,389	
Other	<u>47,710</u>	
Total Local Income		<u>1,354,894</u>
Total Available Funds (TAF)		<u>\$ 3,320,722</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 337,369
2000	Classified Salaries	630,545
3000	Employee Benefits	187,675
4000	Book and Supplies	72,078
5000	Services and Operating Expenditures	247,240
6000	Capital Outlay	<u>31,786</u>
	Total Expenditures	1,506,693
7900	* Contingency/Reserves	<u>1,814,029</u>
	Total Resource 1070 Expenditures Including Contingency/Reserves	<u>\$ 3,320,722</u>

\* 5% Contingency reserve calculated from TAF equals \$166,036

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1	\$ (234,089)
Local Income	<u>187,662</u>
Total Available Funds (TAF)	<u>\$ (46,427)</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 4,308
2000	Classified Salaries	170,374
3000	Employee Benefits	58,461
4000	Book and Supplies	1,200
5000	Services and Operating Expenditures	<u>96,375</u>
	Total Expenditures	330,718
7900	Contingency/Reserves/(Deficit)	<u>(377,145)</u>
	Total Resource 1080 Expenditures Including Contingency/Reserves	<u>\$ (46,427)</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$ (883,722)
Local Income		
Donations	\$ 37,000	
Box Office Receipts	250,000	
Interest Income	20	
Other Local Income	<u>4,000</u>	
Total Income		<u>291,020</u>
Total Available Funds (TAF)		<u>\$ (592,702)</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 90,300
2000	Classified Salaries	183,992
3000	Employee Benefits	97,685
4000	Book and Supplies	7,300
5000	Services and Operating Expenditures	<u>222,300</u>
	Total Expenditures	601,577
7900	Contingency/Reserves/(Deficit)	<u>(1,194,279)</u>
Total Resource 1090 Expenditures Including Contingency/Reserves		<u>\$ (592,702)</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$	90,378
Local Income			
Commissions	\$	890,579	
Interest		<u>193</u>	
Total Local Income			<u>890,772</u>
Total Available Funds (TAF)		\$	<u>981,150</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$	43,600
7390	Interfund Transfer to Resource 3200		577,569
8999	Intrafund Transfer to Resource 1000		<u>350,000</u>
	Total Expenditures		971,169
7900	* Contingency/Reserves		<u>9,981</u>
	Total Resource 1110 Expenditures Including Contingency/Reserves	\$	<u>981,150</u>

\* 5% Contingency reserve calculated from TAF equals \$49,058

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1120 - CENTER FOR SOCIAL JUSTICE AND CIVIL LIBERTIES

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$	18,966
Local Income			
Interest	\$	41	
Other Local Income		<u>25,000</u>	
Total Local Income			25,041
Intrafund Transfer From Resource 1000 - General Fund			<u>99,373</u>
Total Income			<u>124,414</u>
Total Available Funds (TAF)		\$	<u>143,380</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	74,875
3000	Employee Benefits		39,981
4000	Book and Supplies		700
5000	Services and Operating Expenditures		<u>42,625</u>
Total Expenditures			158,181
7900	* Contingency/Reserves		<u>(14,801)</u>
Total Resource 1120 Expenditures Including Contingency/Reserves		\$	<u>143,380</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$	224,382
Local Income			
Interest	\$	300	
Contract Revenue		<u>790,025</u>	
Total Local Income			<u>790,325</u>
Total Available Funds (TAF)		\$	<u>1,014,707</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	144,187
3000	Employee Benefits		63,016
4000	Book and Supplies		99,450
5000	Services and Operating Expenditures		442,015
6000	Capital Outlay		1,000
8999	Intrafund Transfer to Resource 1000		<u>67,407</u>
	Total Expenditures		817,075
7910	* Contingency/Reserves		<u>197,632</u>
	Total Resource 1170 Expenditures Including Contingency/Reserves	\$	<u>1,014,707</u>

\* 5% Contingency reserve calculated from TAF equals \$50,735

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS-THROUGH

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$ 8,219,539
Local Income		
Rents and Leases	\$ 7,500	
Interest	29,800	
Redevelopment Agency Agreements	<u>1,364,290</u>	
Total Local Income		<u>1,401,590</u>
Total Available Funds (TAF)		<u>\$ 9,621,129</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 324,207
6000	Capital Outlay	<u>3,886,631</u>
	Total Expenditures	4,210,838
7900	* Contingency/Reserves	<u>5,410,291</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 9,621,129</u>

\* 5% Contingency reserve calculated from TAF equals \$481,056



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET  
 2014-2015

Estimated Beginning Balance, July 1 \$           -

Federal Income

@LIKE Career Pathways Program	\$ 68,588	
Affordable Care Act: Expansion of PA Prog.	1,182,679	
California State Trade Export	7,334	
College Connection	94,236	
Community Tech Ed Entrepreneurship	362,279	
Community Tech Ed Regional Consortia	220,000	
Community Tech Ed Transitions	129,807	
ECS Consortium Grant	18,750	
Federal Work Study	960,045	
Foster & Kinship Care	63,772	
Moreno Valley Project TAP	1,158,649	
NSF - Supply Chain Technology Education	1,287,938	
Perkins Title I-C	1,074,397	
Procurement Assistance	189,619	
Riverside Urban Area Security Initiative	2,326	
Student Support Services RISE Norco	255,509	
Student Support Services TRIO MV	243,783	
Student Support Services TRIO Norco	314,907	
Student Support Services TRIO Riverside	233,944	
TANF 50%	158,151	
Title V Answering the Call	526,222	
Title V HSI Coop Norco/CSUSB	1,131,068	
Title V HSI Pathways to Excellence	990,233	
Title V HSI STEM and Articulation	1,156,769	
Title V Norco Portal to Your Future	221,337	
Tri-Tech SBDC	103,376	
UCR/USDA Nano Water Research	52,671	
Upward Bound TRIO AUSD	509,023	
Upward Bound TRIO Centennial HS	389,723	
Upward Bound TRIO Corona HS	342,965	
Upward Bound TRIO Vista Del Lago HS	387,996	
Veterans Education	22,754	
Workability Grant	<u>290,060</u>	
Total Federal Income		14,150,910

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET  
 2014-2015

State Income

Basic Skills	696,939	
CalWorks	698,160	
CTE Community Collaborative Pathways 12/14	192,153	
DSP&S Allocation	2,094,917	
Enrollment Growth for ADN-RN 13/14	112,500	
Enrollment Growth for ADN-RN 14/15	406,187	
EOPS - CARE	128,933	
EOPS Allocation	1,383,510	
Faculty Entrepreneurship Project 11/12	767	
First 5 Riverside Access & Quality Initiative	173,326	
Foster & Kinship Care Education	65,372	
Improving Patient Outcomes Ambulatory Care	9,203	
Instructional Equipment	59,600	
Lottery	853,079	
Sector Navigator: Global Trade & Logistics	356,644	
SFAA - Base	408,402	
SFAA - Capacity	863,123	
Song Brown PA 13/15	100,521	
Song Brown PA Mental Health 13/14	100,000	
Song Brown PA Special Programs 13/14	95,259	
Song Brown RN 13/15	123,217	
Song Brown RN Special Programs 13/15	63,901	
Staff Development	2,756	
Student Financial Assistance Program - Fiscal Coord	460,530	
Student Success & Support Program	<u>2,082,562</u>	
Total State Income		11,531,561

Local Income

CACT Seminars	25,105
Career Ladders Program	4,087
Completion Academies	33,685
Created Equal: America's Civil Rights Struggle	1,200
Foster Youth Advocacy Program	2,569
Foster Youth Support Services	40,339
Gateway to College	346,000
Instructional Equipment	21,024
Intn'l Student Capital Outlay Surcharge	407,042
Kaiser Permanente MVC Dental Hygiene	23,750
Middle College High School	102,299
Nuview USD Early College High School	185,216
Procurement Assistance Center Income	4,500
Regional Health Occupations	2,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET  
2014-2015

Riverside County Board of Supervisors	5,507	
Tri-Tech SBCD Cash Match	116,283	
Tri-Tech SBCD Seminars	15,618	
Upward Bound Math & Science MVUSD	<u>30,000</u>	
Total Local Income		1,366,224
Interfund and Intrafund Transfers		
DSP&S Match/Over (from Resource 1000)	665,157	
Federal Work Study (from Resource 1000)	<u>327,494</u>	
Total Interfund and Intrafund Transfers		<u>992,651</u>
Total Income		<u>28,041,346</u>
Total Available Funds		<u>\$ 28,041,346</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - EXPENDITURES

TENTATIVE OPERATING BUDGET  
2014-2015

<u>Object Code</u>		<u>Expenditures</u>
1000	Academic Salaries	\$ 3,677,366
2000	Classified Salaries	9,373,650
3000	Employee Benefits	3,897,022
4000	Book and Supplies	2,310,264
5000	Services and Operating Expenditures	5,225,888
6000	Capital Outlay	1,976,496
7600	Book Grants / Bus Passes	1,580,660
7900	Contingency / Reserves	<u>                  -</u>
Total Resource 1190 Expenditures Including Contingency / Reserves		<u>\$ 28,041,346</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 32, RESOURCE 3200 - FOOD SERVICES

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		<u>\$ 702,421</u>
Local Income		
Food Sales/Commissions	\$ 1,950,998	
Pepsi Sponsorship	100,000	
Interest	<u>580</u>	
Total Local Income		2,051,578
Interfund Transfer From Resource 1110 - Bookstore Fund		<u>577,569</u>
Total Income		<u>2,629,147</u>
Total Available Funds (TAF)		<u><u>\$ 3,331,568</u></u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 927,150
3000	Employee Benefits	312,116
4000	Books and Supplies	957,243
5000	Services and Operating Expenditures	177,664
6000	Capital Outlay	<u>6,000</u>
	Total Expenditures	2,380,173
7900	* Contingency/Reserves	<u>951,395</u>
	Total Resource 3200 Expenditures Including Contingency/Reserves	<u><u>\$ 3,331,568</u></u>

\* 5% Contingency reserve calculated from TAF equals \$166,578

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 33, RESOURCE 3300 - CHILD CARE

TENTATIVE OPERATING BUDGET  
 2014-2015

INCOME

Estimated Beginning Balance, July 1		\$	281,823
Federal Income			
Lunch Program		\$	50,500
State Income			
Tax Bailout Funds			70,348
Local Income			
Parent Fees	\$	945,000	
Interest Income		490	
Other Local Revenue		<u>64</u>	
Total Local Income			<u>945,554</u>
Total Income			<u>1,066,402</u>
Total Available Funds (TAF)		\$	<u><u>1,348,225</u></u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	590,528
2000	Classified Salaries		178,126
3000	Employee Benefits		123,795
4000	Books and Supplies		34,450
5000	Services and Operating Expenditures		54,701
6000	Capital Outlay		<u>40,304</u>
	Total Expenditures		1,021,904
7900	* Contingency/Reserves		<u>326,321</u>
	Total Resource 3300 Expenditures Including Contingency/Reserves	\$	<u><u>1,348,225</u></u>

\* 5% Contingency reserve calculated from TAF equals \$67,411

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION/SCHEDULED MAINTENANCE

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1	\$ -
State Income	4,971,438
Intrafund Transfer from Rresource 4170	<u>155,891</u>
Total Available Funds (TAF)	<u>\$ 5,127,329</u>

EXPENDITURES

Object Code

6000	Capital Outlay	<u>\$ 5,127,329</u>
	Total Expenditures	5,127,329
7900	Contingency/Reserves	<u>-</u>
	Total Resource 4100 Expenditures Including Contingency/Reserves	<u>\$ 5,127,329</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		<u>\$ 7,202,848</u>
Local Income	\$ 21,000	
Interfund Transfer From Resource 1000 - General Fund	<u>1,270,000</u>	
Total Income		<u>1,291,000</u>
Total Available Funds (TAF)		<u>\$ 8,493,848</u>

EXPENDITURES

Object Code

6000	Capital Outlay	<u>\$ 8,493,848</u>
	Total Expenditures	8,493,848
7900	Contingency/Reserves	<u>-</u>
	Total Resource 4130 Expenditures Including Contingency/Reserves	<u>\$ 8,493,848</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4170 - 2010D CAPITAL APPRECIATION BONDS

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1	\$ 4,663,953
Local Income	<u>15,000</u>
Total Available Funds (TAF)	<u>\$ 4,678,953</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 624,757
3000	Employee Benefits	306,669
5000	Services and Operating Expenses	156,850
6000	Capital Outlay	4,484,610
8999	Intrafund Transfers to Resource 4100	<u>155,891</u>
	Total Expenditures	5,728,777
7900	Contingency/Reserves	<u>(1,049,824)</u>
	Total Resource 4170 Expenditures Including Contingency/Reserves	<u>\$ 4,678,953</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4180 - 2010D BUILD AMERICA BONDS

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1	\$ 33,593,874
Local Income	<u>1,087,138</u>
Total Available Funds (TAF)	<u>\$ 34,681,012</u>

EXPENDITURES

Object Code

6000	Capital Outlay	<u>\$ 92,125,294</u>
	Total Expenditures	92,125,294
7900	Contingency/Reserves/(Deficit)	<u>(57,444,282)</u>
	Total Resource 4180 Expenditures Including Contingency/Reserves	<u>\$ 34,681,012</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6100 - HEALTH & LIABILITY SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$ 851,493
Local Income		
Interest	\$ 5,000	
Self-Insurance Health Plan Assessments from other Funds	<u>4,553,308</u>	
Total Local Income		4,558,308
Interfund Transfer from Resource 1000 - General Fund		<u>1,500,000</u>
Total Income		<u>6,058,308</u>
Total Available Funds (TAF)		<u>\$ 6,909,801</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 190,742
3000	Employee Benefits	70,831
4000	Book and Supplies	1,700
5000	Services and Operating Expenditures	5,877,442
6000	Capital Outlay	<u>15,000</u>
	Total Expenditures	6,155,715
7900	Contingency/Reserves	<u>754,086</u>
	Total Resource 6100 Expenditures Including Contingency/Reserves	<u>\$ 6,909,801</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Estimated Beginning Balance, July 1		\$ 2,758,315
Local Income		
Interest	\$ 20,000	
Workers Compensation Premium Assessments from other Funds	<u>2,405,660</u>	
Total Local Income		<u>2,425,660</u>
Total Available Funds (TAF)		<u>\$ 5,183,975</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 282,071
3000	Employee Benefits	93,356
4000	Books and Supplies	1,300
5000	Services and Operating Expenditures	2,582,947
6000	Capital Outlay	<u>2,000</u>
	Total Expenditures	2,961,674
7900	Contingency/Reserves	<u>2,222,301</u>
	Total Resource 6110 Expenditures Including Contingency/Reserves	<u>\$ 5,183,975</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 47,500,000		
FSEOG Student Grants and Book Waivers	1,600,000		
Federal Work Study	1,300,000		
Direct Loans	<u>5,350,000</u>		
Total Federal Income			<u>55,750,000</u>
Total Available Funds (TAF)			<u>\$ 55,750,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers		<u>\$ 55,750,000</u>
	Total Student Federal Grants		<u>\$ 55,750,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Unaudited Beginning Balance, July 1	\$ -
State Income - Cal Grant B and C	<u>2,200,000</u>
Total Available Funds (TAF)	<u>\$ 2,200,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$ <u>2,200,000</u>
	Total State of California Student Grants	<u>\$ 2,200,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSOCIATED STUDENTS OF RCCD

TENTATIVE OPERATING BUDGET  
2014-2015

INCOME

Unaudited Beginning Balance, July 1		\$ 1,065,175
Local Income		
Student Fees	\$ 850,000	
Interest	25,000	
Athletic Events	2,000	
Commissions	<u>18,000</u>	
Total Local Income		<u>895,000</u>
Total Available Funds (TAF)		<u>\$ 1,960,175</u>

EXPENDITURES

Account Code

905	Organizations Funding	\$ 111,185	
906	Athletics	153,581	
910	Associated Students of Riverside City College	236,610	
921	Associated Students of Norco College	124,799	
924	Norco - Organizations Funding	72,013	
930	Associated Students of Moreno Valley College	<u>196,812</u>	
	Total Expenditures		\$ 895,000
	Contingency		<u>1,065,175</u>
	Total ASRCC Accounts		<u>\$ 1,960,175</u>

## Agenda Item (VIII-D-2)

Meeting	6/17/2014 - Regular
Agenda Item	Committee - Resources (VIII-D-2)
Subject	Allocation of \$2.6 Million from the Redevelopment Pass-Through Fund for additional contingency funding for Construction Bids of Culinary Arts Academy/District Offices and Coil School for the Arts projects.
College/District	District
Funding	Redevelopment Pass-Through (Fund 12, Resource 1180)
Recommended Action	It is recommended that the Board of Trustees allocate additional funds of \$2.6 million to serve as additional contingency funding for the Culinary Arts Academy/District Offices and Coil School for the Arts projects.

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### Background Narrative:

At the Board meeting of June 2012, the project budgets for Culinary Arts Academy/District Offices (CAA/DO) and the Coil School for the Arts (CSA) were established, and outlined in key project components (attached exhibit). Due to the project budget and component breakdowns and the coverage experienced on the bids, staff is requesting that \$2.6 million of Redevelopment Pass-Through funds be allocated as additional project contingency to provide for bid coverage, due to the high risk nature of the building environment. The projected balance for the Redevelopment Pass-Through fund at June 30, 2015 is projected to be \$5.4 million and is contingent upon realization of revenue estimates for both FY 2013-14 and FY 2014-15 which, due to the dissolution of Redevelopment Agencies, present some uncertainty.

The construction bids for the project came in higher than estimated in 2012, due to a variety of reasons. To close this budgeting discrepancy, the project team, inclusive of District and College leadership has reviewed the bids to understand the differences, and to determine value engineering items that could be deployed to reduce cost with no degradation to the project development and operations. Given the bid coverage and the high risk nature of buildings in a redevelopment area, staff is requesting that the Board allocate additional funds, identified from Redevelopment Pass-Through funds, to augment contingency during the construction time frame.

Unlike prior projects, additional fund coverage is being identified at each project budget component, to preserve the funding for subsequent phased components of the project, such as Group II equipment. As the project precedes the basis of contingency use and release will be monitored and reported. This will permit the project to proceed through the high risk construction components. These additional allocated funds will not be accessed unless the circumstances are brought before the Board.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development  
Aaron Brown, Vice Chancellor, Business and Financial Services  
Wolde-Ab Isaac, Acting President, Riverside

### Attachments:

[Project Funding Exhibit](#)



## Exhibit A – Centennial Plaza Construction

<b>CONCEPTUAL BUDGET - JUNE 2012</b>	<b>CAA/DO</b>	<b>CSA</b>	
Site Acquisition/Planning	\$ 2,253,393	\$ 3,384,899	
Interim Housing	\$ 866,500	\$ -	
Construction	<b>\$ 21,008,071</b>	<b>\$ 24,590,989</b>	
Parking Structure (Acquisition/Construction)	\$ 2,602,600	\$ 4,608,000	
Contingency	\$ 1,845,726	\$ 1,670,661	
Project Oversight & Inspection	\$ 2,001,765	\$ 2,861,511	
Furniture, Fixtures & Equipment	\$ 2,535,425	\$ 2,300,000	
Escalation	\$ 1,230,483	\$ 1,727,939	
Savings for concurrent construction	\$ (993,202)	\$ -	
	<b>\$ 33,350,761</b>	<b>\$ 41,143,999</b>	
<b>SUGGESTED CONTINGENCY TO RETAIN</b>	<b>CAA/DO</b>	<b>CSA</b>	
Construction	\$ 21,008,071	\$ 24,590,989	
Construction Estimate (Bids only)	\$ 17,938,126	\$ 22,557,607	
Construction Bids - Actuals	\$ (20,765,597)	\$ (26,992,797)	
<b>&lt;Differential&gt;</b>	<b>\$ (2,827,471)</b>	<b>\$ (4,435,190)</b>	
Escalation (apply)	\$ 1,230,483	\$ 1,721,939	
Reduce Contingency to 5% of Const Value	\$ 807,447	\$ 326,235	
Value Engineering	\$ 157,100	\$ 474,493	
<Differential>	\$ (632,441)	\$ (1,912,523)	\$ (2,544,964)
<b>Augmentation</b>			<b>\$ 2,600,000</b>

## Agenda Item (IX-A-1)

Meeting	6/17/2014 - Regular
Agenda Item	Administrative Reports (IX-A-1)
Subject	Minimum Wage Increase
College/District	District
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the minimum wage increase effective July 1, 2014.

---

### Background Narrative:

Governor Brown signed into law a new state minimum wage of \$9.00/hour that will take effect July 1, 2014. Tied to this, a second minimum wage adjustment is also scheduled to take effect January 1, 2016 that will increase the state minimum to \$10.00/hour. To comply with the new minimum wage law, the following Non-Classified Short-Term positions will increase:

- Activities Assistant
- Clerk Trainee
- Communication Assistant
- Educational Assistant
- Grant Project Educational Aide II
- IMC Trainee
- Instructional Aide I
- Laboratory Aide I
- Lifeguard (Instructor)
- Publicist Trainee
- Role Player
- Sports Publicist
- Stage Hand
- Stage Technician I
- Summer Youth Worker
- Theater Sound Technician
- Tutor I

Prepared By: Sylvia Thomas, Acting Vice Chancellor, Diversity and Human Resources

Attachments:

# Agenda Item (IX-B-1)

Meeting	6/17/2014 - Regular
Agenda Item	Administrative Reports (IX-B-1)
Subject	Moreno Valley College Catalog 2014-2015
College/District	Moreno Valley
Funding	N/A
Recommended Action	It is recommended that the Board approve the 2014-2015 Moreno Valley College Catalog as submitted.

---

## Background Narrative:

The catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2013-2014 academic year.

Prepared By: Sandra Mayo, President, Moreno Valley College  
Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning

## Attachments:

[Moreno Valley College Catalog 2014-15 backup.pdf](#)

Please click on the following link to access the Moreno Valley College 2014-2015 catalog:

[Moreno Valley College 2014-2015 Catalog](#)

## Agenda Item (IX-B-2)

Meeting	6/17/2014 - Regular
Agenda Item	Administrative Reports (IX-B-2)
Subject	Norco College Catalog 2014-2015
College/District	Norco
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the 2014-2015 Norco College catalog as submitted.

---

### Background Narrative:

The catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2013-2014 academic year.

Prepared By: Paul Parnell, President, Norco College  
Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning

### Attachments:

[Norco College Catalog 2014-15 backup.pdf](#)

Please click on the following link to access the Norco College 2014-2015 catalog:

[Norco College 2014-2015 Catalog](#)

## Agenda Item (IX-B-3)

Meeting	6/17/2014 - Regular
Agenda Item	Administrative Reports (IX-B-3)
Subject	Riverside City College Catalog 2014-2015
College/District	Riverside
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the 2014-2015 Riverside City College catalog as submitted.

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### Background Narrative:

The catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2013-2014 academic year.

Prepared By: Wolde-Ab Isaac, Acting President, Riverside  
Robin Steinback, Interim Vice Chancellor, Ed. Svcs., Workforce Dev. and Planning

### Attachments:

[Riverside City College Catalog 2014-15 backup.pdf](#)

Please click on the following link to access the Riverside City College 2014-2015 catalog:

[Riverside City College 2014-2015 Catalog](#)



## Agenda Item (XII-A)

Meeting	6/17/2014 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	Reporting Out of Board of Trustees Annual Self Evaluation for 2014
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and accept the objectives for the next 12-month Board Self Evaluation period, as a means of reporting out from the 2013-14 Board Self Evaluation process.

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### Background Narrative:

At the May 20, 2014 board meeting, the Board of Trustees conducted their annual self-evaluation. Prior to the meeting, each Board member was provided with an evaluation packet that included BP 2745-Board Self Evaluation, a self-assessment tool, a compilation of Board presentations, and a summary of Board activities for the previous 12 months. Additionally, a summary and reporting of 2013 outcomes were included in the packet along with an overview of progress on the goals set for 2013.

The assessment tool and summary were categorized into the several dimensions of effectiveness contained within the Board's policy. The Chancellor's Office compiled an aggregated evaluation sheet with a summary of the aggregated findings, similar to what was conducted since 2009. Additionally, a comparative analysis over the past years was included, as the self assessment tool was the same one used in prior years, and provided a comparative analysis versus a differing position.

At the May Board of Trustees meeting, the Board discussed the board self-evaluation survey results, and reviewed what the board determined to be their strengths as a board and discussed in detail areas of improvement and plans for achieving improvement as a board. They also reviewed the goals from the prior year and progress achieved.

Feedback to staff was directed, to prepare the goals and objectives of the Board for the upcoming year; for the next 12-month period of Board's self-evaluation. The goals and objectives are attached. A draft of goals has been prepared, based upon the findings of the self evaluation and feedback received from trustees.

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

### Attachments:

[Draft Goals for 2014 2015](#)  
[Responses to Open Ended Questions](#)  
[Goals for 2013 2014](#)

**DRAFT GOALS FOR 2014-2015**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**BOARD OF TRUSTEES**

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1. Finalize Chancellor Recruitment and selection.
2. Hold session with Board and Chancellor to establish visions, objectives and goals for the Board and Chancellor to collectively achieve in the 2014-2015 year; and monitor progress of established goals, and in accordance with established procedures.
3. Review and assess planning and implementation of AB86 relative to partnerships, plans and programming; and resource allocation and development with K-12 in transitioning and fulfilling the role in adult education in the region.
4. Advance and monitor the Student Success Initiative and address data, service and programs needs associated with state-wide initiative, and set standards for and monitor student success.
5. Advance partnerships with industry, K-12 and other educational institutions that advance the mission of the District and support the mission of the colleges, and hold 2-4 joint governing meetings annually.
6. Foster a climate of trust and collegiality by continuing to adhere to ethical standards and model civility and respect.
7. Understand and implement long term resource allocations, and establish stewardship policies, practices and standards that support the advancement of the three-college district model.

2014 BOARD OF TRUSTEES – SELF EVALUATION  
COMMENTS TO OPEN ENDED QUESTIONS

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1. What are the Board's greatest strengths?

- Involvement in community and District activities.
- Community groups and events.
- Community involvement.
- Connection with the community on a variety of different constituencies.
- Promotion of shared governance,
- Genuine concern for the District.
- Dedication to the District – Community-K12.
- Leadership of [Board] President.

2. What are the major accomplishments of the Board this past year?

- Dealing with difficult budget related decisions.
- Accreditation input.
- Accreditation process.
- Fluid accreditation process.
- Surviving the chancellor changes.
- Immediate attention to sensitive matters and their resolution.
- New partnerships and the community.

3. What are the areas in which the Board could improve?

- Greater oversight of the Chancellor through the implementation of better systems.
- Understanding our differences and allowing appropriate dialogue for understanding.
- Interpersonal relationships of members during meetings; whether public session or closed.
- We need more collegiality and civility amongst board members.

4. As a Trustee, I am most pleased about...

- The ability of the District to go forward in spite of fiscal and personnel challenges.
- The hard work and fiscal accountability the board took to keep the District operating.
- Our reputation on a state-wide level.
- The opportunity this role gives me to affect change that can truly improve the lives of at risk students.

5. As a Trustee, I would like to see the following change(s) in how the Board conducts business.

- A workshop where each board member can air their concerns with a facilitator.
- Understand education is a business.
- Better written documentation of the Board meetings.

6. What issue(s) do you feel the Board should make a priority for the coming year?

- Putting into place a goal of all three colleges being supported and enhanced for their individual contributions/benefits.
- Chancellor Search finalized.
- Permanent assignments for Vice-Presidents at colleges.
- Emphasis on high school students ready for college.
- Maintain good fiscal management of District.
- Looking into number of counselors in comparison to students trying to register.
- Additional class access to students for high demand courses.
- Restoration of 5% reserves.

## **Board of Trustee Goals and Objectives for 2013-14 Reported out from Board's Annual Self-Evaluation**

1. Interim Chancellor recruitment and selection.
2. Chancellor recruitment and selection.
3. Provide support and direction to Interim Chancellor that advances the role of the Chancellor and actions of the Board as a whole; and to fulfill the greater mission of the District and Board, as we steadfastly focus on our core mission.
4. Advocate the role, mission, and vitality of community colleges within the state system, by exploring and addressing funding/revenue models to build fiscal sustainability and provide student success, access and equity.
5. Monitor student success and access of all student populations and review data and reports that provide perspective and trend analysis to support programs, operations and policy matter. Monitoring shall include attention to and support for efforts to close the "achievement gap" of under-prepared and under-represented students, and implement the Student Success Scorecard.
6. Continue to advance and support the maturation and further develop the District and the three, separately accredited colleges by providing latitude and develop processes, roles, accountability and autonomy.
7. Responsibly assure that mission and planning for colleges and district are linked to budget and resource development.
8. Strive for a positive, synergistic Board of Trustees that recognizes, respects, and capitalizes on the uniqueness of each individual, and that leverages and positions the board for the overall advancement of the District.
9. Advocate community college funding to support the mission and objective of California Community Colleges including funding restorations and measures of fiscal sustainability, and provide sound budgeting and stewardship of District funds.

10. Advance the mission statement of the Board of Trustees, with development of guiding principles for assuring service to and governing of the District as whole, with by-district elected members providing local relationships with district community.
11. Support and facilitate relationships with local schools, industries and businesses, to facilitate a better educational continuum and for “making life better” in our community. This includes a continuation of holding joint meetings with school boards on focused topics of common interest.
12. Assure leadership and policy matters are undertaken and aligned with the District Strategic Plan Themes of Student Access; Student Learning and Success; Resource Stewardship; Community Collaboration and Partnership; Creativity and Innovation; and System Effectiveness.
13. Set policy and direction for the District; support Chancellor in advancing and executing the plan, and monitor implementation through the CEO evaluation process.
14. The Board remains unanimous in their support of Chancellor in leading labor negotiations to assure District resources and services are maintained and responsibly deployed, and to anticipate fair bargaining agreements will be realized with all labor groups.
15. Support the development of standards, policies and protocols that lead to efficiencies and sound resource development and implementation, including continued support for the Chancellor’s role in resource development.
16. Support programs, policies and investments that advance the district and its operations into sustainable practices, including but not limited to use of technology, LEED certified development and other resource and environmentally sustainable measures.

## Agenda Item (XII-B)

Meeting 6/17/2014 - Regular

Agenda Item Business From Board Members (XII-B)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

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### Background Narrative:

Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting, including any updates regarding the following assigned associations:

Association of Community College Trustees (ACCT)

Association of Governing Board of Universities and Colleges (AGB)

California Community College Trustees and Legislative Network (CCCT)

Community College League of California (CCLC)

Latino Trustees Association

Inland Valleys Trustees and CEO Association

African-American Organizations Liaison Riverside Branch - NAACP

Hispanic Chambers of Commerce: Corona, Moreno Valley, and Riverside

Chambers of Commerce: Corona, Moreno Valley, and Norco

Riverside County School Board Association

Riverside County Committee on School District Organization

Alvord Unified School District Ad-Hoc Committee

Mine Okubo Committee

Prepared By: Chris Carlson, Chief of Staff & Facilities Development

Attachments:

# Agenda Item (XIII-A)

Meeting 6/17/2014 - Regular

Agenda Item Closed Session (XIII-A)

Subject Pursuant to Government Code Section 54957, Public Employee Appointment Title: Chancellor

College/District District

Funding

Recommended Action Recommended Action to be Determined

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## Background Narrative:

None

Prepared By: Irving Hendrick, Interim Chancellor

Attachments:

## Agenda Item (XIII-B)

Meeting 6/17/2014 - Regular

Agenda Item Closed Session (XIII-B)

Subject Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator District Designated Representative: Brad Neufeld, Gresham Savage, Unrepresented Employee: Chancellor

College/District District

Funding

Recommended Action Recommended Action to be Determined

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### Background Narrative:

None

Prepared By: Irving Hendrick, Interim Chancellor

Attachments:



# Agenda Item (XIII-C)

Meeting	6/17/2014 - Regular
Agenda Item	Closed Session (XIII-C)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	
Recommended Action	Recommended Action to be Determined

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## Background Narrative:

None

Prepared By: Irving Hendrick, Interim Chancellor

Attachments: